Pre Bid Queries in Respect of RFP Issued by Bank of Maharashtra for Supply, Implementation, Integration and Maintenance of MIS, RBI ADF Project, RBI ADEPT Project and RBI CIMS Project

Tender Reference Number: 272018

S. No	Bidder	Page No	RFP statement	Bidder's Queries	Bank's Reply
1	TCS	16	3.1. Introduction The proposed solution should be scalable so as to support legacy applications, if any, used by Bank or the Bank may go in for up-gradation, at a later date. At present, Bank is having around 150 plus applicable Reports for RBI and other Regulatory/Statutory Authorities as a part of ADF project. Also, there are more than 740 reports for Branches/ Zonal Offices/ Head Office regarding Advances, Deposits, Credit monitoring, Recovery, Alternate Business Channels, etc. available in Bank's internal portal.	Please share following information on applicable returns and reports: • MIS report list • ADEPT report list • Frequency of each report • Subject area wise classification of reports for example whether branch related or risk related or treasury related report • Complexity definition of report • List of Cross system dependent reports, i.e. one report based on multiple source systems.	RBI ADF report list is available in RBI Website. Rest of the reports list will be shared with the successful bidder. Bidder have to study the reports and requirements and develop.
2	TCS	17	3.2.1. ETL (Extract, Transform and Load) The ETL tools proposed should pull the data from the various source systems, clean, align, standardize, transform and load based on the Business rules and requirements as specified by the Bank and mapped to the data model customized for the Bank.	What would be the mechanism of pulling data from each source system? Is any real time data fetching requirement?	Real time fetching may be required in future, which will be decided case to case basis, if RBI demands it. Flash copy of the database will be made available by 4 am of T+1 Day. Example- Flash copy of data as of 25/03/2019 will be available on 26/03/2019 by 4 am.

3	TCS	17	3.2.1. ETL (Extract, Transform and Load) It must support mixed workloads, multiple loads and should complete the entire ETL exercise and Reports Generation within the time window and at frequency prescribed by Bank.	What will be the data ingestion volume on different frequencies? Please share information elaboration on mixed workload and multiple loads.	Data needs to be extracted from flash copy of multiple data sources or from direct table to table or through ETL.
4	TCS	17	3.2.1. ETL (Extract, Transform and Load) The expected data source to name a few will be CBS System,…..	Please share exact list of all source systems with following details: • Source system name • Source Database • Fetching Mechanism- Real time data fetching using Change data capture mechanism or file etc. • Frequency of data ingestion • Number of feeds(tables/files) • Number of Feeds required for MIS reporting • Number of Feeds required for ADF reporting • Number of Feeds required for ADEPT reporting • Common feeds required for different reporting • Volume	List is already shared in RFP in point 3.2.1 on page no-17. Other details will be shared to the successful bidder. The bidder have to study the existing systems and deliver.

5	TCS	17	3.2.2. Data Quality Tools for identifying the data quality issues and resolving the data quality problems are to be provided to have a clean and consistent data in MIS. It should support sanitization, cleansing, standardization, de-duplication, enrichment and such other tasks. 3.2.3. Data Cleaning Before loading data to the MIS Database, the data is to be cleaned and enriched for qualitative MIS. The primary focus of Bank is on data cleansing and data enriching.	Need elaboration on data cleansing, standardization and enriching needs and rules.	Data punching at branches may have many errors, which needs to be identified, cleaned and after application of business rules, data should be loaded in live MIS Database.
6	TCS	17,18	3.2.3. Data Cleaning Data is to be enriched by various processes like De-Duplication to identify unique customers having multiple accounts on various search parameters like Phone/Mobile number, Aadhar No, PAN Number, Name, Address, CIN No, etc. The De-Duplication utility should be made available through a Web based portal. Subsequently, data will be stored in MIS database, based on which various RBI/ Other Statutory Authorities, etc. reporting requirements will be fulfilled with a complete audit trail for all data modifications.	Data Quality tool or Master Data Management tool are the options for data enrichment. Please share exact requirement details will help to choose the most suitable option.	If a customer tries to open multiple CIF in different branches using the same identification proofs like PAN, Aadhar, Mobile no, CIN, etc., then the same needs to be flagged and reported for removing the multiple CIF of same customer.
7	TCS	18	3.2.4. MIS Database The proposed MIS Database should also cater to any additional applications/requirements that the Bank may acquire/implement during the course of the project.	Are such applications or requirements in pipeline now? Please share information.	No requirements are in pipeline as of now. However, the selected vendor should be able to integrate/support any application/require ment procured by

					Bank in due course like the LLMS Project.
8	TCS	19	3.2.6. Software Lifecycle Design, development, testing and Implementation of MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project should include all Software Development Life Cycle activities (SDLC) for data integration, MIS, data quality, cross functional analytical requirements of the Bank and as per ISO Standards.	How the systems are currently managed? Are all in different database/structures?	ISO Standards needs to be complied with. ISO 27001: 2013
9	TCS	19	3.2.8. Environment, Licenses & Infrastructure No data from the production should be taken for the testing, the data used for the testing should be masked data.	Does Bank have an existing data-masking tool which can be reused?	Bank doesn't have any data-masking tool.
10	TCS	20	3.2.11. Web Portal The proposed solution must allow the users from Branches/Zonal Offices/Head Office to build and generate ad hoc reports/data based on the aggregated and granular data maintained in MIS Database.	Does any access control mechanism need to be built?	Yes, access control mechanism needs to be built and with admin menu accepted by selected Bank Admin team.
11	TCS	20	3.2.11. Web Portal All the existing reports in our in-House portal regarding branch position (Branch Profile), BOM-MIS Portal, Various Utilities Portal, etc. along with history data required by various Departments will have to be developed and included in the new MIS Web Portal.	Please clarify on the history data requirement?	Various requests from Regulatory/Statutory authorities/RTI, etc. are received for generation of data that is of historical nature. Moreover, some of the RBI ADF reports are also require

12	TCS	20	3.2.11. Web Portal Also various daily Reports along with automated Account Statements for internal usage or to customers sending over Email under various frequency such as Daily/Weekly/Monthly or Adhoc. BGL Statement, etc. will have to be included in MIS Web Portal.	Please clarify from where the account statements are getting created in current system? From CBS or any other environment?	From CBS Data. Email Account Statement is being sent through in-house application. The selected bidder have to develop the same through MIS.
13	TCS	21	3.2.13. MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project 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.	Please share details of all reports/extracts with formats and frequency	RBI Website is having list of all ADF Reports. SDMX format is proposed in RBI CIMS project and hence it may be required while implementation of the same. XBRL formats are required for reports in RBI ADF Project as defined by RBI. Other formats are regular as and when required by Bank.
14	TCS	21	3.2.13. MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project 5. The solution should be capable to derive data from multiple data sources having satisfied the data integrity and data quality parameters including history data.	Need elaboration on Data quality parameter for history data	The vendor will have to build data cleaning constraints on their own based on their experience of building MIS ADF Project and bank's inputs. Further details shall be

					comparison of earlier years/quarter data.

					shared with the successful bidder.
15	TCS	21	3.2.13. MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project 8. The solution should facilitate data masking of confidential data identified by bank.	Does Bank has an existing data masking tool?	No
16	TCS	23	3.2.13. MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project The MIS solution is expected to have the following features but should not be limited to 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.	XBRL and SDMX are formats of returns to be generated from new system. Will this format also be a source to this system?	Source data may be in these formats also.
17	TCS	23	3.2.13. MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project The MIS solution is expected to have the following features but should not be limited to Full and Incremental Data Extraction: Support scheduled full data extraction and incremental data extraction with minimal scripting efforts.	Which all source systems or feeds will need Incremental data extraction mechanism?	Incremental data extraction mechanism should be decided on discussion with the successful bidder and also based on the case to case basis.
18	TCS	23	3.2.13. MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project The MIS solution is expected to have the following features but should not be limited to Intuitive Interface: Shall be easy to use and intuitive.	Does any such interface exist currently? Please Elaborate.	The current Portal for MIS is from existing vendor. New vendor have to develop a new portal.
19	TCS	23	3.2.13. MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project The MIS solution is expected to have the following features but should not be limited to Data Driven Alerts:	Please Elaborate.	New business rules needs to be set wherein if any situation arises for example- NPA of any branch crosses 10% of its

			Sends email/ SMS alerts on defined thresholds		advances, then a mail/ sms needs to be sent to Branch Manager to look into it.
20	TCS	26	3.3.3. Proposed Solution and Approach k. Bidder to ensure system should support the Archival Policy of the bank.	What is the current data archival policy for the data? What is the period of retention of the archived data?	Will be shared with the successful bidder.
21	TCS	52	ANNEXURE V: TECHNICAL & FUCTIONAL EVALUATION B. FUNCTIONAL SPECIFICATIONS The solution should have the capacity to present single view of customer's accounts / sector classification of customers / 360 degree view of customers, productivity of customers etc. The solution should have facility to generate performance report of staffs / branches / zones based on performance etc.	Along with Single customer View, which other dashboards are expected from the solution?	Will be discussed with successful bidder.
22	TCS	30	Evaluation Methodology : The number of scheduled commercial banks in which software has been successfully implemented for MIS, RBI ADF Project and RBI ADEPT Project & RBI CIMS	RBI CIMS has just been initiated by RBI and may not have been implemented at any bank as of now. Therefore it will not be possible to share a reference for RBI CIMS. Request to modify the cost.	Marks is allotted for only RBI ADF Project and RBI ADEPT Project. RBI CIMS is not taken in consideration.
23	TCS	30	Evaluation Methodology : The number of scheduled commercial banks in which software has been successfully implemented for MIS, RBI ADF Project and RBI ADEPT Project & RBI CIMS	Our understanding is Bidder should have implemented either DW+MIS OR RBI ADF OR RBI ADEPT in any scheduled commercial Bank. Please confirm	Bidder should have implemented MIS and RBI ADF.

24	TCS	40	Eligibility Criteria: The firm has successfully implemented the project of MIS, RBI ADF Project and RBI ADEPT individually or both for at least two scheduled commercial banks in India (Having at least 600 branches).	Our understanding is Bidder should have implemented either DW+MIS OR RBI ADF OR RBI ADEPT in any scheduled commercial Bank	Bidder should have implemented MIS and RBI ADF.
25	TCS	38	Integration cost :100% of the Integration cost after successful integration of the MIS, RBI ADF PROJECT with core banking system and other internal source system of the bank,	Kindly remove this milestone. Implementation cost will include integration cost. Annexure X - commercial offer does not have any provision for integration cost.	Integration Cost is a subset of the Implementation cost mentioned in the point 5.7.(a).
26	TCS	35	Project Implementation The bidder is expected to successfully complete the implementation of the solution within 5 months strictly from the date of Letter of Intent in phases as under	Due to the complexity and scale of engagement, Implementation timeline of 5 months is difficult. Request the bank to relax the clause and allow the bidder to suggest a suitable timeframe for implementation	Implementation timeline is 6 months from the date of Letter of Intent.
27	TCS	53	The application software should be centrally installed at HO level and should be compatible in DC & DR Setup.	Please share DC, DR locations. Is bidder expected to share Network bandwidth sizing? What are the RPO, RTO requirements?	Full DC and DR addresses will be shared with the successful bidder. Network Bandwidth sizing is required.
28	TCS	20	The proposed solution must allow the users from Branches/Zonal Offices/Head Office to build and generate ad hoc reports/data based on the aggregated and granular data maintained in MIS Database	What type of adhoc reporting capability is expected? Is there any requirement for dashboards?	A portal having provision of selecting the fields required for any report including facility of uploading the account nos, CIF, etc. for which report is required. Administrative Offices should have

29	TCS	20	All the existing reports in our in-House portal regarding branch position (Branch Profile), BOM-MIS Portal, Various Utilities Portal, etc. along with history data required by various Departments will have to be developed and included in the new MIS Web Portal.	What will be the mode of delivery of reports (if they are scheduled)? Is it just via the portal, or do we need delivery or reports through e-mail?	facility for branch wise/zone wise aggregation of data. All reports should be made available through Portal. Some selected reports requires email sending capability also. The successful bidder will get more details.
30	TCS	17	RBI ADEPT Project is already implemented in the Bank. It is expected that the bidder will have to maintain/ implement RBI ADEPT Project and RBI CIMS Project	Please share details on RBI ADEPT project. What is the nature of reports, which are the source systems. Also please share the volumetric in terms of source systems , reports,	For details on RBI ADEPT, please visit RBI website. The source system is MIS Database for current RBI ADEPT Project.
31	TCS	24	The Solution should ensure high uptime of 99.95% with requisites redundancies in the solution to avoid single point of failure. This will be reviewed every quarter.	Since the underlying hardware components are being provided/procured by the bank, the bidder can only support SLA resolution and response times since the uptime largely depends on components supplied by the bank. Request to please reconsider this clause to limit bidder responsibility to the application level.	Hardware Part will be look over by Bank. The solution should have uptime of at least 95.95% excluding the issues dependent on Hardware. Sizing of Hardware need to be shared by the successful bidder.

32	TCS	38	70% of the implementation cost after go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Banks identified Project Manager & vendor representative. • 30% of the implementation cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Banks identified Project Manager & vendor representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off. • Software license cost	Request Bank not to link payments to Go Live Sign Off. TCS will prepare the project plan & propose revised milestones. HW/ SW payment should 100% on delivery	No Change.
33	TCS	40	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 total TCO Value (including software cost and implementation cost) issued by the Bank will be deducted for delay in implementation as per time schedule defined in the RFP document, with a maximum up to 10 % of total TCO Value shall be deducted as per the purchase order issued by the Bank.	A penalty @.5% per week, of total TCO Value (including software cost and implementation cost) issued by the Bank will be deducted for delay in implementation as per time schedule defined in the RFP document, with a maximum up to 5 % of total TCO Value shall be deducted as per the purchase order issued by the Bank.	No Change.
34	TCS	37	The successful vendor shall provide a Performance Guarantee at the time 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 XI to the extent of 10% of the total TCO	Bidder requests to limit the performance bank guarantee to 5%.	No Change.

35	TCS	6	Date of opening technical bids 3rd April	Request the bank to provide extension of 20 working days	Extended till 10th April 2019.
36	TCS	11	All the submissions – Eligibility & Technical Proposal and EMD must be provided in one single sealed envelope or sachet. Commercial Proposal must be provided in another envelope. Demand draft/ Bank Guarantee for Earnest Money Deposit (EMD) must be submitted in a third envelope	Request the Bank to accept the EMD in the form of Bank Guarantee.	No Change.
37	TCS	38	Payable quarterly at the end of each quarter against receipt of satisfactory service report for the concerned quarter from the Bank's Project / Operation Manager.	Request Bank to consider Payment terms as Annually in Advance	No Change.
38	TCS	38	Payable quarterly at the end of each quarter against receipt of satisfactory support report for the concerned quarter from the Bank's Project /Operation Manager	Request Bank to consider Payment terms as Annually in Advance	No Change.
39	TCS	38	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. The ATS may be terminated by the Bank after giving three months" notice in case of deficiency in services.	Request Bank to consider Payment terms as Annually in Advance	No Change.
40	TCS	41	If supplier fails to deliver any or all 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 10%. The purchaser has right to cancel the order in case	As Liquidated Damages, Bank can deduct a sum equivalent to .5% of the price for each week of delay until actual delivery of the services up to a maximum of 5%.	No Change.

			delivery of services not affected within stipulated time schedule		
41	TCS	63	The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except Goods and Service Tax, Octroi /entry tax (wherever applicable) will be paid extra. Octroi / entry tax will be paid on actual on production of original receipt	Request the bank to accept the price exclusive of all tax. Taxes would be paid by the bank on actuals. Any new Taxes introduced by Government during the tenure of the Contract, such as GST etc. also shall be to Bank's account	Prices will be inclusive of all taxes.

If any new tax system is introduced, the new rules will be applicable after its starting date. |
| 42 | TCS | pg 54 Annexure 5 : Technical & Functional Evaluation | Minor Customization, Major customization | Technical Functional Scoring mechanism

Does the bank expect the SI to position a product? If this is a pure custom build solution, how would each of the Functional Requirement will be perceived? Will the bank consider each of them as a Customization and score accordingly? Please clarify. | Since the bidder is expected to have experience of building RBI ADF project.

If the functionality is already developed in previous implementation, Then it is compliant, if minor changes are required, then it is Minor Customization and if major changes are required, it would be Major Customization. |
| 43 | TCS | pg 59 Annexure VII : | Performance certificate | Performance certificate to be submitted for 2 scheduled commercial banks.
 Or all 5 scheduled | Performance Certificate is to be submitted from all scheduled banks wherein the bidder has implemented |

				commercial banks for technical evaluation	the MIS and RBI ADF Project.
		Perform ance Certi ficat e			
44	TCS	pg 48 Ann exur e III : Eligi bility Crite ria	The firm has successfully implemented the project of MIS, RBI ADF Project and RBI ADEPT individually or both for at least two scheduled commercial banks in India (Having at least 600 branches).	We request the clause to be changed to Bidder/OEM should have implemented the project of MIS , RBI ADF , RBI ADEPT individually or both for at least two scheduled commercial banks in India	No Change.
45	TCS	Page 26, Secti on 3.3.3 (k)	Bidder to ensure system should support the Archival Policy of the Bank. Data backup shall be done as per data backup and retention policy of the Bank.	We understand that the backup system including backup device, backup software and media would be provided by the Bank. We understand archival solution will be provided by the bank	Yes. The Archival Solution will be provided by the bidder. This solution will be prone to change.
46	TCS	Gen eral	General	What are the working hours for the Bank users who will be using the proposed system, say 9 AM to 6 PM, Monday to Saturday.	Working Hours varies from 8 am to 7 pm. However the solution should not be restricted to the working hours.
47	TCS	pg 17 Secti on 3.2.3 Data Clea ning	Before loading data to the MIS Database, the data is to be cleaned and enriched for qualitative MIS. The primary focus of Bank is on data cleansing and data enriching.	Does the bank have a MDM tool in place which can be reused? IS the bidder expected to propose a Master Data Management tool?	Bidder is expected to cleanse the data before loading to Live MIS Database by any way bidder can do so. No MDM tool is used in Bank.
48	TCS	pg 17 Secti on	Before loading data to the MIS Database, the data is to be cleaned and enriched for qualitative MIS.	Does the bank have a CDC for incremental data which can be reused? Does the bank have de-	Bank doesn't have any of this tool. Bidder is expected to cleanse the data

		3.2.3 Data Clea ning	The primary focus of Bank is on data cleansing and data enriching.	duplication solution? Is the bidder expected to propose CDC tool, deduplication tool, data masking tool?	before loading into Live MIS Database, de-duplication, data masking by any way bidder can do so.
49	TCS	pg 20 Secti on 3.2.1 1	All the existing reports in our in-House portal regarding branch position (Branch Profile), BOM-MIS Portal, Various Utilities Portal, etc. along with history data required by various Departments will have to be developed and included in the new MIS Web Portal	Can we get the total number and list of reports to be migrated and total number r of new reports to be developed?	All the in-house developed reports needs to be migrated and hosted in Bidder's Portal at a central place. The identified list will be shared to the successful bidder.
50	TCS	pg 21 Secti on 3.2.1 3.	The bidder is expected to implement/maintain existing MIS, RBI ADF Project, RBI ADEPT Project & RBI CIMS Project with proper business process re-engineering and re-coding using the new proposed technology and architecture.	Can we have details of Current Technology Stack on which platform and version current DW, RBI ADF , RBI ADEPT solution is supported along with Tools information's and approx. data volume (no. of records & avg . time taken for processing) ?	Only the existing history Data/Report from the existing MIS ADF and ADEPT Project needs to be maintained. Portal to access it needs to be developed and access to them for ad-hoc query also required.

Bidder	RFP Clause No. Page No.	Original Clause	Modifications requested by CRISIL / Queries	Bank's Reply
CRISIL	3.2.5 (Point 8)	2000 Concurrent users logged in, concurrent generation of reports, etc.	The no. of concurrent users is too high. In our experience, this number does not exceed 100. The hardware sizing will go up significantly if we have to size for 2000 concurrent users	As MIS is also in the portal, 2000 concurrent users are possible.

CRISIL	3.2.7	The bidder have to provide onsite services during the whole contract period for system administration, data base management, application development/ customization and onsite support by providing adequate resources that are qualified and experienced	Does the bank need dedicated onsite support? Or the resources need to be onsite only in case of S1 issues	Dedicated Onsite support is required.
CRISIL	3.3 (k)	Time, being an essential feature of the contract, the selected vendor is expected to successfully implement acceptable prototype and generate 30% of all reports as prescribed by Bank within 2 months from the date of Letter of Intent.	Project would be initiated after receipt of the PO. Request the bank to change this clause to implementation of 30% of reports within 3 months	No change.
CRISIL	3.3.4	Indicative details of L1 & L2 support	Does the bank expect these resources to be available onsite for the entire contract duration?	Yes
CRISIL	4.11	Project Implementation	4 month implementation timeline is too stringent. Request the bank to relax this to 6 months.	6 months implementation is considered.
CRISIL	5.9	Warranty should cover the following:- • Service support should be available on 24 x 7 x 365 basis.	Bank has also requested for 2L1 and1 L2 resources during bank working hours. In our experience 24x7 support is not needed and will increase the overall cost of the project. Request the bank to reconsider this requirement	No change.
CRISIL	Annexure III point 6	The bidder should have at least one of the below mentioned certificate which is valid as on the date of RFP Submission · ISO 9001:2008 · CMMI Level 3	Request the bank to relax this clause and consider the successful implementation track record of the Bidder	No change.
CRISIL	Annexure III point 2	The firm has successfully implemented the project of MIS, RBI ADF Project and RBI ADEPT individually or both for at least two scheduled commercial banks in India (Having at least 600 branches).	Request the bank to relax this clause to "Successful implementations in at least 1 SCB with 600 branches"	No change.

CRISIL	Annexure V point 15	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.	Please share some details on which reports does the bank need search feature as ADF reports are at an aggregate level	This is related with CIF de duplication and required to be incorporated in the De duplication solution and also as a part of MIS.
CRISIL	Annexure V point 17	24X7 onsite support should be made available with sufficient number of onsite support engineers. All the working days of bank should be working day for solution provider also. Post implementation, during contract period, minimum two L1 developing skilled resource should be placed onsite	In section 3.3.4, the bank has requested for 8am to 8pm support instead of 24x7. Please clarify whether the bank needs 24x7 dedicated onsite resources on only from 8 am to 8pm Monday to Saturday	Yes. Also the timings may change any time by Bank including holidays. The working days of Bank to be the working days for the onsite vendor team.
CRISIL	Annexure V point 22	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.	This requirement is beyond the scope for ADF, ADEPT. Request the bank to reconsider this clause	This is part of MIS, to generate the reports on leads.
CRISIL	Annexure V point 25	The web-based Admin module shall provide easy to use interface for Index structure definition, that can be used by different users	Please elaborate on Index structure definition	Different access list should be built for different Admin Profiles.
CRISIL	Annexure V	Bidder Response format (Compliant, Minor, Major)	Request the bank to include "Not Feasible" in the list of responses. The bank may assign 0 marks for that requirement	The bidder is open to enter remark as Not Feasible.
CRISIL	Page no-32 Clause-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	We request to delete the highlighted portion.	These are mandatory clauses

		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.		
CRISIL	Page-33 4.4. 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 of 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	We request bank to 1) Replace or with of- refer the highlighted portion 2) Make changes as highlighted. (Yellow to be deleted, blue to be added) 3) Include the below clause:- 1.1 Notwithstanding the foregoing, if the Software becomes or, is likely to become the subject of any infringement claim indemnified above, BIDDER may, at its option, (1) procure for Client the right to continue using the Software, (2) replace or modify the Software so that it becomes non-infringing while retaining materially equivalent functionality, or, if (1) and (2) are not reasonably available, then (3) terminate the affected Services and refund to Client license fees actually paid thereunder, depreciated on a straight-line basis over the shorter of the License Term or four years. The foregoing represents the entire liability of BIDDER with respect to infringement of patents, copyrights and trade secrets by the Software or any part thereof or by its operation. Infringement Indemnification Exclusions. The foregoing obligation of BIDDER shall not apply with respect to: (i) modifications to the Software performed by any party other than BIDDER or its agents (unless BIDDER requests that party to make the modification(s)), if the alleged infringement relates to such modification and use of the unmodified version of the Software alone would not be infringing, (ii) specifications or	No change.

		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 to use software as per the terms of its proposal (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.	requirements of, or items or information provided or made by Client or Client's agents without the express written consent of BIDDER if the alleged infringement relates to such specifications, requirements, items or information and use of the unmodified version of the Software alone would not be infringing, (iii) combination or bundling of the Software with any products, processes, software, hardware or materials not otherwise provided as part of the Product, if the alleged infringement relates to such combination and use of the Software alone would not be infringing, (iv) the use of a superseded version of the Software, if the infringement would have been avoided through use of the then-current version, as long as Software shall have provided Client with a non-infringing version that is functionally equivalent in all material respects.	
CRISIL	Page-33-4.6. 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.	Request the bank to include - However the Supplier may assign, novate or transfer this Agreement to any of its affiliates or successors to its business.	Not accepted.
CRISIL	Page-33-4.7. Force Majeure	Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidders" fault or negligence and not foreseeable. Such events may include, but	We request the bank to 1) Delete:- Unless otherwise directed by the bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event. 2) Include - Ø Any failure to perform shall be cured as soon as reasonably practical by the party whose performance has been so impacted. Any failure to perform shall be cured as soon as reasonably practical by the party whose performance has been so impacted. Any event of force majeure that continues for more than 90 days shall entitle the other party to terminate the relevant current Order Form upon serving notice on the party whose performance has been so impacted. Ø Neither party shall be liable for any failure to perform (except payment obligations)	No change.

			under this Agreement if prevented from doing so by an event of Force Majeure.	
		are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.		
CRISIL	Page-34 4.8. Non-Disclosure		We request deletion of line - This clause will remain valid even after the termination or expiry of this agreement.	No change.
CRISIL	Page-35 4.12. General Provisions(a)	a. Successful Bidder will undertake to indemnify the Bank and keep the Bank and its officers/employees/Dire ctors 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.	We request the bank to delete this clause. Indemnity would be provided against IPR infringement.	No change.
CRISIL	Page-36 4.12. General Provisions(b)	b. Similarly, in the event of any claims being made on the Bank, on account of any breach or noncompliance 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, Successful Bidder undertakes to pay on first demand	We request the bank to delete this clause. The clause gives unilateral right to the Bank.	No change.

		made by the Bank of any amount on this account without any demur, contest, 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.		
CRISIL	Page-36- 4.13. ESCROW Arrangement:	The core source code of the solutions in scope would be kept in escrow arrangement and complete information regarding the arrangement shall be provided by the bidder to the bank. Bidder shall transfer all Intellectual Property Right on non-exclusive basis for all the customization done for Bank for the solutions and these IP rights would also be applicable for Bank/ its subsidiaries (Domestic or International)	We request the bank to delete - Bidder shall transfer all Intellectual Property Right on non-exclusive basis for all the customization done for Bank for the solutions and these IP rights would also be applicable for Bank/ its subsidiaries (Domestic or International)	No change.

CRISIL	Page-39 5.8. Taxes			Request inclusion of following clauses - 5.6.1 The fees and any amounts payable under the Contract are exclusive of all applicable taxes (including GST), levies, duties etc. Any such tax will be charged over and above the fees and amounts payable to SERVICE PROVIDER under the Contract. The GST registration number ("GSTIN") provided by the Client will be used by SERVICE PROVIDER for filing of the GST returns. 5.6.2 With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by SERVICE PROVIDER under the Contract. 5.6.3 SERVICE PROVIDER shall not be liable for loss of credit arising on account of incomplete, erroneous or wrong details captured by the Client in the details and documents uploaded to the GSTN. Additionally the Client shall be responsible and liable for providing its correct GSTIN and SERVICE PROVIDER will not be responsible for verification of the Client's GSTIN. Where the Client fails to furnish its GSTIN, SERVICE PROVIDER will treat the Client as being unregistered for GSTIN. 5.6.4 Where SERVICE PROVIDER issues a credit note to the Client in relation to any invoice, the Client shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is issued by SERVICE PROVIDER to the Client. If the Client fails to do so, and this results in additional liability for SERVICE PROVIDER, Client shall be liable to be reimburse SERVICE PROVIDER for any liability incurred by SERVICE PROVIDER (being the tax, interest and any penalties thereon).	No change.

		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.	We request that indemnity to be given only against IPR Infringement. Indemnity draft follows: BIDDER Infringement Indemnification. BIDDER will defend and indemnify Client from and against any costs, claims, damages or expenses directly incurred (and reasonable attorneys' fees in connection therewith), as well as amounts awarded in a settlement or by a court (collectively, "Loss"), arising from any claim or allegation by a third party that the Software infringes or misappropriates (i) a valid patent of a third party issued prior to the Commencement Date, or (ii) any copyright or trade secret right of a third party (collectively, "IP Infringement Claims"); provided, however, that with respect to any third party software or materials provided hereunder, BIDDER will defend and indemnify Client from any Loss arising out of any claim or allegation by a third party that BIDDER failed to obtain the rights from such third party to license the use of such third party software or material for purposes of this Agreement. Notwithstanding the foregoing, if the Software becomes or, is likely to become the subject of any infringement claim indemnified above, BIDDER may, at its option, (1) procure for Client the right to continue using the Software, (2) replace or modify the Software so that it becomes non-infringing while retaining materially equivalent functionality, or, if (1) and (2) are not reasonably available, then (3) terminate the affected Services and refund to Client license fees actually paid thereunder, depreciated on a straight-line basis over the shorter of the License Term or four years. The foregoing represents the entire liability of BIDDER with respect to infringement of patents, copyrights and trade secrets by the Software or any part thereof or by its operation. 7.2 Infringement Indemnification Exclusions. The foregoing obligation of BIDDER shall not apply with respect to: (i) modifications to the Software performed by any party other than BIDDER or its agents (unless BIDDER requests that party to make the modification(s)), if the alleged infringement relates to such modification and use of the unmodified version of the Software alone would not be infringing, (ii) specifications or requirements of, or items or information provided or made by Client or Client's agents without the express written consent of	No change.
CRISIL	Page-43-44 Indemnity			

| | | 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. | BIDDER if the alleged infringement relates to such specifications, requirements, items or information and use of the unmodified version of the Software alone would not be infringing, (iii) combination or bundling of the Software with any products, processes, software, hardware or materials not otherwise provided as part of the Product, if the alleged infringement relates to such combination and use of the Software alone would not be infringing, (iv) the use of a superseded version of the Software, if the infringement would have been avoided through use of the then-current version, as long as Software shall have provided Client with a non-infringing version that is functionally equivalent in all material respects.

7.3 Client Indemnification. Client will defend and indemnify BIDDER, its affiliates and their employees, officers and agents from and against any Loss arising from Client's breach of the terms and conditions of the use of the Services or applicable law and regulations as to the use of the Services.

7.4 Indemnification Procedures. The party seeking to be indemnified hereunder ("Indemnified") shall provide the other party ("Indemnifying Party") with (1) prompt, written notice of any such claim, action or demand except that any failure to provide such notice will not relieve the Indemnifying Party of its obligations hereunder except to the extent of any prejudice caused by such delay, (2) control of the defense and settlement thereof except that the Indemnifying Party shall have no authority to bind the Indemnified to a settlement or disposition that requires the Indemnified to pay damages or admit liability, and (3) reasonable assistance in such defense or settlement (for which the Indemnifying Party will pay out-of-pocket expenses). | |

| | Page-43 5.20. Termination of Contract | | | We request making it mutual and including the below :-

Bidder may terminate:
(a) the Contract upon 7 days' prior written notice to Client if Client materially breaches any license restrictions set forth in this Contract or BIDDER's intellectual property rights in the Service or BIDDER Materials, and such breach is not cured by Client within the notice period stated afore;
(b) on written notice, should BIDDER's rights to receive and/or distribute any third party software or material be terminated which would affect provision of Services under the Contract.
A termination of this Contract shall not limit a party's rights as shall have accrued up to the effective date of termination (for the avoidance of doubt, where BIDDER terminates under this clause, Client's license to use the Software and the right to receive related Services shall terminate).
Post termination.
(a) Where the termination applies to an Contract under which Software was supplied and that Contract is terminated by BIDDER under this clause, BIDDER will refund to Client the applicable Fees for the affected Services that the Client has paid in advance as relate to the period following the effective date of termination, provided that when the affected Services comprise Software license, BIDDER will refund to Client the Fees actually paid by the Client for the Software, depreciated on a straight-line basis over the shorter of the term of the license to the Software under the Contract or four years.
(b) Where the termination applies to Services, Client shall pay to BIDDER the applicable Fees and other payments as shall have accrued until effective date of termination.
(c) Further, upon termination of any Contract, or this Contract generally, by BIDDER Client shall (i) cease all use of the applicable Products provided under the applicable Contract; and (ii) expunge the relevant Software and any portion or copies thereof from all of Client's electronic storage systems. At BIDDER's request, Client shall certify to BIDDER in writing that Client has fully complied with this requirement. Notwithstanding the restrictions set out in this clause, Client may retain those portions of the Product that are necessary for statutory audit requirements and/or regulatory | No change. |
| CRISIL | | | | | |

			compliance purposes. For the avoidance of doubt, on termination of the relevant Contract, Client shall cease all access to, and use of, the Product including those portions of the deliverables under the Contract and/or Product it retains as expressly permitted in the immediately preceding sentence.	
CRISIL		Absence of limitation of liabilities clause	We request inclusion of following clauses - 1. IN NO EVENT WHATSOEVER SHALL EITHER PARTY OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, TRADING LOSSES, OR LOST TIME OR GOOD WILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW THE MAXIMUM CUMULATIVE LIABILITY OF SERVICE PROVIDER (AND IF APPLICABLE, ANY OF ITS SUPPLIERS) REGARDLESS OF THE FORM(S) OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY	No change.

| | | | | OR OTHERWISE, SHALL BE LIMITED TO THE FEES PAID BY CLIENT TO SERVICE PROVIDER AS SET OUT IN THE CONTRACT FOR THE SERVICE IN QUESTION IN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH SUCH LIABILITY IS ALLEGED TO HAVE ARISEN. | |

Bidder	S. No.	Page No.	Clause No.	Description in RFP	Clarification Sought	Response

Nelito Systems	1	21	3.2.13 (10)	Geo Location	Clarify the usage of Geo Tagging for this project.	It is a requirement in RBI CIMS Project. Once the full scope and architecture is defined by RBI, the same shall be shared to the successful bidder.
Nelito Systems	2	24	3.3 (a)	Solution should support Digital Signature…	Please clarify the usage of Digital signature, USB Token for this project.	RBI has informally informed that the returns may be needed to be digitally signed using Token in future. Hence the requirement.
Nelito Systems	3	25	3.3 (q)	Disaster Recovery Plan	As the solution should be Database Independent, We may suggest a Database and the replication tool supporting this database. But as per the RFP it mentions that the systems should be Database independent, in this scenario who will provide the database and the supporting replication tool in future if we need to change the database.	Once implemented, the underlying Database and Replication tool will remain the same throughout the period of contract.
Nelito Systems	4	38	5.7 (a)	Payment Terms: Implementation Cost	We suggest the following Implementation milestones: 30% after SRS, 20 % after Installation, 15% after UAT, 15 % after go live signoff and 20% after go live closure signoff	No change.
Nelito Systems	5	38	5.7 (a)	Software license cost	Please specify Payment terms for software license cost	40% after successful UAT and 60% after Successful Go-Live.
Nelito Systems	6	38	5.7 (b)	Integration Charges	Integration payment Milestones should be defined based on the source Integrations	No change.
Nelito Systems	7	41	5.12	Penalty	Liquidated Damage/ Penalty should be applicable only on implementation cost & not on TCO	No change.

Nelito Systems	8	48	Annexure III (1)	Eligibility Criteria - 5 Crore turnover	As Rs.5 crore average turnover seems to be very low for such an esteemed software projects. Bank should look forward for stable partners to participate in the RFP, we suggest that the turnover should be changed to 50 Crores.	No change.
Nelito Systems	9	30	3.4.2 (1)	Criteria - Scheduled Bank	we request criteria should be Public Sector bank/ Scheduled bank, because Bank of Maharashtra is a Public Sector Bank.	No change.
Nelito Systems	10	48	Annexure III (2)	Eligibility Criteria - scheduled Bank	We request criteria should be Public Sector bank/ Scheduled bank (Having at least 1000 branches). Since Bank of Maharashtra has more than 1900 branches.	No change.
Nelito Systems	11	48	Annexure III (6)	Certificate	Being esteemed software project participating vendor must have CMMI Level 3 or above, similarly ISO 9001:2008 is an older version of ISO, Bank should ask for the latest or the higher version of ISO. The suggested Criteria should be, Vendor should be ISO certified and CMMI Lever 3 or above certified.	ISO 9001:2008 and CMMI Level 3 are benchmark. Certifications above the benchmark are welcome.
Nelito Systems	12	66	Annexure XII	Integrity Pact	Please clarify, Integrity Pact to be submitted with RFP or post order placement (This is being asked as part of checklist)	Integrity Pact needs to be submitted with RFP.

Bidder	S. No.	RFP Ref Page no	RFP Clause No.	Existing clause Details	Vendor Request	Bank's Reply

| D2K Technol ogies | 1 | 16 | 3.1 | The proposed solution should be scalable so as to support legacy applications, if any, used by Bank or the Bank may go in for up-gradation, at a later date. At present, Bank is having around 150 plus applicable Reports for RBI and other Regulatory/Statutory Authorities as a part of ADF project. Also, there are more than 740 reports for Branches/ Zonal Offices/ Head Office regarding Advances, Deposits, Credit monitoring, Recovery, Alternate Business Channels, etc. available in Bank's internal portal.

The bidder is expected to implement/ maintain all the reports mentioned above under Bank's MIS Web Portal | The content of mentioned clause is not clear. Kindly clarify. Do we have to support existing solution or do we have to provide a new solution and ADF and MIS reports to be created afresh?

Kindly arrange to provide 740 MIS reports formats so that exact work efforts in terms of costing and implementation time can be crystallized. | Vendor is expected to provide new solution and returns list available in RBI Website. All the in-house developed reports needs to be migrated and hosted in Bidder's New Portal as per Bank's identified list out of in-house reports. The list of existing reports shall be provided to the successful bidder. |
| D2K Technol ogies | 2 | 17 | 3.1 | RBI ADEPT Project is already implemented in the Bank. It is expected that the bidder will have to maintain/ implement RBI ADEPT Project and RBI CIMS Project. | Do we have to support existing solution or do we have to provide a new solution? Is the Bank expecting ADF and MIS reports to be created afresh? The requirements are not clear. We request and submit that the Bank may kindly arrange to clarify. | Vendor is expected to provide new solution. |

D2K Technologies	3	17	3.1	Also, the bidder is expected to implement any upcoming projects of Bank/Regulatory/Statutory Authorities	The clause suggests "Unlimited Open scope". Requirements for any new project cannot be crystallized at this point of time, and costing for such open ended requirements cannot be quoted. We thus request that the said clause may kindly be removed.	Costing for the future project of Bank/Regulatory/Statutory Authorities should not be included in this RFP Process. Bank is expecting that the vendor will be open to implement any related projects in future, costing of which will be discussed and negotiated at the start of that project.
D2K Technologies	4	17	3.2.3	Data Cleaning: The data from the various existing source systems including but not limited to CBS, EFT Switch, Treasury, EXIM, etc. will be extracted, transmitted and loaded into the MIS Database in an automatic process without any manual intervention. Before loading data to the MIS Database, the data is to be cleaned and enriched for qualitative MIS. The primary focus of Bank is on data cleansing and data enriching. Hence the bidder has to provide a tool for cleansing and enriching not limited to a few fields or patterns. The extracted data fields will be minutely checked	The process of Data cleaning as has been envisaged in the said Para is quite exhaustive and in case the error listings / changes and upgradations suggested (for data Congruity by our System), may or may not have corresponding levels of upgradation process in existence in the source system DB. This would thus entail a process of either Gap data entry or upload which would defeat the seamless process of data flow. The time lines suggested for the	The vendor will have to build data cleaning constraints on their own based on their experience of building MIS ADF Project and bank's inputs. 1. 23 Systems listed in RFP Point 3.2.1 in page no-17 2. No

				for partial data, missing data, logical errors, pattern matching for same customer/ Household/ corporate/group, etc. as well as additional data fields required for the reports to be sent to statutory / regulatory authorities. The loan accounts after extraction should be accurately categorized under respective sectors by following the RBI Guidelines. The data errors and additional data fields required will be published and will be made available for End users (Branches/ Offices) wherein they would be provided with the facility for data correction and filling additional requirement with inbuilt data validation checks.	completion of the project cannot address these requirements and it would not be possible for us to make a clear estimation to T&M requirement of effort without looking at the data of the source systems. Further if the changes are to be effected in the source systems then that is beyond the scope and control. Kindly arrange to clarify following 1. Total number of source systems for which data cleansing exercise need to be undertaken along with appx number of fields for each system 2. Do we need to reverse populate the corrected data in respective source system 3. As data cleansing is a continuous exercise, It is thus submitted that it should not be bound in the project time lines.	3. The bidder is expected to deliver a prototype within the timelines mentioned in RFP. Subsequently , Enhancemen t and Modification s will be implemented as and when identified.
D2K Technol ogies	5	18	3.2.4	The proposed MIS Database should also cater to any additional applications/requirements that the Bank may acquire/implement during the course of the project.	The clause suggests "Unlimited Open scope". Requirements for any new project cannot be crystallized at this point of time, and costing for such open-ended requirements cannot be quoted. We thus request that the said clause ay kindly be removed.	Costing for the future project of Bank/Regulat ory/Statutory Authorities should not be included in this RFP Process. Bank is expecting that the vendor will be open to implement

							any related projects in future, costing of which will be discussed and negotiated at the start of that project.
D2K Technol ogies	6	19	3.2.8	The Licenses for OS and Database Software as specified by the bidder will be provided by Bank on the condition that the provided solution is OS and Database independent.	The sizing is very much dependent upon the chosen platform. We thus request to remove the condition of solution being OS and Database independent.	No change.	
D2K Technol ogies	7	21	3.2.13	The Solution should be able to generate all the existing and any future reports/ requirements made by Regulatory/ Statutory authorities, in the frequency & format prescribed by the authorities without any extra cost during the period of TCO.	The clause suggest Unlimited Open scope. We suggest to add required resources (in addition to L1 & L2 support as required by the Bank) for designing and development of additional reports (within existing database design) on a regular basis.	The L1 & L2 support personnel are expected to build/modify existing/new reports after the full implementati on of the project. In case of high efforts requirement, billing will be negotiated.	
D2K Technol ogies	8	24	3.3	e. Any security related issues (including various audit conducted by the Bank/Third Party) reported/observed in the system is to be rectified in top priority (within 2 working days) as a part of the vendor performance commitment during entire contract period.	We request Bank to conduct such audits during UAT process, so that application when moved to production does not have such requirements. Further, any such subsequent requirements will need time to be addressed,	As you know security is ever-growing process. Audit of the software may be conducted by Bank/Third	

					based on finding and observations of security audit, which can be decided mutually. We request and submit the clause may suitably be modified.	Party periodically. Security Audit will also be conducted during UAT/ before release to production environment.
D2K Technol ogies	9	25	3.3	k. Time, being an essential feature of the contract, the selected vendor is expected to successfully implement acceptable prototype and generate 30% of all reports as prescribed by Bank within 2 months from the date of Letter of Intent.	As suggested by the Bank, acceptable prototype can be implemented in 2 months' time but implementation of 30% reports i.e. appx 400 report formats will require more time in terms of SRS, identifying data elements in source data, ETL , design & development of Gap data interface , Data cleansing , UAT etc. We thus request that the time period for 30% report generation may please be extended to minimum 4 months. Alternatively we may suggest that implementation time lines should be considered after SRS sign off.	No change.
D2K Technol ogies	10	30	3.4.2	Evaluation Methodology for Eligible Bidder	For ADF project, generation of XBRL (Instance document) using RBI Taxonomy is core requirement. We hence request to kindly allot independent marks for availability of tool with vendor.	Marks are allotted for vendor's implementati on experience, functional and technical specifications .

D2K Technologies	11	31	3.4.4	The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract. However Bank will have the option to negotiate the price after commercial evaluation.	After adopting, such a stringent evaluation methodology and selecting the most competitive bid, the margin in hand would be very meagre. We thus request and submit that the option to negotiate the price after commercial evaluation may please be removed.	No change.
D2K Technologies	12	34	4.11	The bidder is expected to successfully complete the implementation of the solution within 5 months strictly from the date of Letter of Intent in phases as under	Being a very big project, of appx 1000 reports, 5 months time is too less to accomplish the task. We request & suggest to increase the time to 10 months. Alternatively we may suggest that implementation time lines should be considered after SRS sign off.	6 months time from Letter of Intent.
D2K Technologies	13	35	4.12.b	b. Similarly, in the event of any claims being made on the Bank, on account of any breach or noncompliance 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, Successful Bidder undertakes to pay on first demand made by the Bank of any amount on this account without any demur, contest, 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	We would like to request that the amount of claim should not exceed contract value. Further, any such claim should be payable on establishment of act by the competent authority not merely on demand by the Bank.	No change.

				amount payable by the Bank to Successful Bidder		
D2K Technol ogies	14	36	4.13	Bidder shall transfer all Intellectual Property Right on non-exclusive basis for all the customization done for Bank for the solutions and these IP rights would also be applicable for Bank/ its subsidiaries (Domestic or International)	Any customization requirement are implemented on the basis of overall design of the proposed solution by the solution provider therefore becomes the natural iPR owner of such customization also. However, kindly clarify whether Bank desires to own non-exclusive IPR on such customization along with solution provider and with no claim on specific design changes done in original solution.	Bidder shall transfer all Intellectual Property Right on non-exclusive basis for all the customizatio n done for Bank for the solutions and these IP rights would also be applicable for Bank/ its subsidiaries (Domestic or International)
D2K Technol ogies	15	38	5.7	5.7. Payment Terms	Payment terms are suggested for "Integration Charges (OTC)" and "Other /Misc. Charges, if any" but ANNEXURE X: COMMERCIAL OFFER does not have provision for quoting it. Kindly arrange to modify the Annexure X to include these items. Payment terms do not	Integration Cost, Enterprise License Cost and Other/Misc. Charges are subset of the Implementati on cost mentioned in

					address any payment terms for "Enterprise License Cost". Kindly arrange to modify payment terms accordingly,	the point 5.7.(a).
D2K Technol ogies	16	41	5.13	If supplier fails to deliver any or all 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 10%.	Clause 5.13 and "5.12. Penalty - a) Delay in Installation & Implementation" are similar in nature, resulting in double penalty for same cause. We request that one of them may please be removed.	No change.
D2K Technol ogies	17	48	ANNEX URE III 1.	Bidder 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 31.12.2018. The bidder should have an average turnover of at least 5 Cr in FY 2015-16, FY 2016-17 & FY 2017-18 each. The bidder should be a profitable company or should have positive net worth in FY 2015-16, FY 2016-17 & FY 2017-18 each.	We request Bank to consider turnover requirement for any of the 2 FY or kindly reduce the 5 Cr turnover requirement to 4 Cr.	No change.
D2K Technol ogies	18	48	ANNEX URE III 6.	The bidder should have at least one of the below mentioned certificate which is valid as on the date of RFP Submission · ISO 9001:2008 · CMMI Level 3	We request Bank to consider ISO 9001:2015 also as ISO 9001:2008 standard has been upgraded to ISO 9001:2015. The clause may please be suitably modified.	ISO 9001:2008 and CMMI Level 3 are benchmark. Certifications above the

						benchmark are welcome.
D2K Technol ogies	19	52	ANNEX URE V A-4	Solution should be OS Independent and Database Application Independent. Also, it should be able to run in mobile devices of staffs irrespective of types of OS in mobile devices	Creating "OS Independent" and "Database Application Independent" solution increases the cost by a minimum of 1.5 times. Further, The sizing is very much dependent upon the chosen platform. We thus request to remove the condition of solution being OS and Database independent. As some of reports would be very large in size, rendering them on to a mobile device may not be useful hence instead of mobile devices please make it Ipad / tablets (min 10 inch form factor). The clause may be suitably modified.	No change. Reports for mobile devices will be chosen by bank on discussion with the successful bidder.
D2K Technol ogies	20	53	ANNEX URE V A-11	The solution should have interface with CBS, Biometric Access System (BAS), LLMS, DMS, EWS, ATM Switch, Debit Cards database, IB, MB, BHIM, POS, UPI, Treasury, Exim, CPLC Karvy systems, CTS, Call center systems, Reconciliation systems, SMS gateway, Email solutions, Demat systems, FI systems, various kiosks, Crismac, AML, FRM, KYC systems, various NPCI systems, ADS, CSOC, SWIFT, Credit bureau systems, Credit rating systems, Various intranet based in-house systems which includes HRMS, any other future system etc. The data shall be	As many of the application / system would be BOM specific hence interfaces can be developed after discussion between Bank and the successful vendor. We thus hence request to change the clause to include future commitment for creating the interfaces.	The system mentioned are the source for generating MIS and hence the interface for extracting data to be developed accordingly.

				pulled through interfaces on daily basis for generating various Reports/ MIS/ ESS on daily basis. The interfaces shall be through ETL, direct table to table copy, through API, Web interfaces, XML based, WebDAV, etc. on case to case basis.		
D2K Technol ogies	21	53	ANNEX URE V A-12	The solution should comply bank's information security policy and the observations of periodical security audit observations should be complied.	Kindly arrange to provide Bank's information security policy so that we can ascertain our status.	All Policies that needs to be complied with will be shared once the bidder is selected.
D2K Technol ogies	22	53	ANNEX URE V A-14	The solution should comply Bank's archival and storage policy.	Kindly arrange to provide Bank's archival and storage policy so that we can ascertain our status.	All Policies that needs to be complied with will be shared once the bidder is selected.
D2K Technol ogies	23	54	ANNEX URE V A-19	Application must also be compatible with the hardware available / used at branches and Browser independent.	Kindly arrange to provide most common hardware available / used at branches. We further wish to submit that as Microsoft has informed End of Support for IE and Edge, thus now a days for modern applications, Chrome is the preferred browser.	MS Windows 7 and 10 are most common OS. IE is the most preferred Browser, but other browsers also to be complied. RAM- 2 GB (Min) HDD- 500 GB (Min)

						Processor-Intel/AMD Quad Core (Min)
D2K Technol ogies	24	54	ANNEX URE V B-6	Application should be capable of automated emailing process/ SMS sending process to staffs / customers in bulk, with a facility to capture the SMS/ email content through template form and selection of recipients should be either through uploading or through web based input feeding or through query based back-end data filtering. Prerecorded template content such as greetings / birth day messages / account statement sending should also be possible. Facility of sending Attachments in form of excel, pdf, word, images, etc.) Through bulk email also be made available.	Though SMS and e-mail sending is available, but generally it is not in scope of MIS / ADF hence request to kindly review the said clause.	Bank Needs MIS to be equipped with all modern features
D2K Technol ogies	25	55	ANNEX URE V B-16	CIF De-duplication functionality.	De-duplication is an independent module in itself hence request to kindly review the requirement.	De-duplication Module will be based on MIS Database and is an important requirement of Bank.
D2K Technol ogies	26	56	ANNEX URE V B-21	The solution should have facility to generate performance report of staffs / branches / zones based on performance etc.	We understand that required data elements are available in one of the source system mentioned in the document.	It needs to be derived from MIS Database.

D2K Technologies	27	56	ANNEXURE V B-25	The web-based Admin module shall provide easy to use interface for Index structure definition, that can be used by different users	Kindly elaborate the requirement. What is Index structure definition?	We mean different access list should be built for different Admin Profiles.