

S.No	Page #	Point # Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
1	15	Section 4	Existing IT Setup- As on the date of release of RFP, all branches of Bank are computerized and connected to a core banking system	Could the bank provide more detail on the current Internal Rating Mechanism and the solution implemented for the same?	The details will be shared with successful bidder
2	14	Section 4	The proposed EWS solution should have following	With reference to the 'Rating and scoring engine' required as a part of the proposed EWS solution, would this be different from the rating and scoring solution used in the credit evaluation process.	Yes. This would be different from the rating and scoring solution used in the credit evaluation process
3	15	Section 4	Existing IT Setup	Does the bank have a current delinquency management or default tracking system	Currently, the delinquency management is handled through CBS
4	16	Section 4	EWS Rules and Analytical Capabilities	Is the current collection process automated? Which is the solution used?	No. The current collection is not automated.
5	23, 24	Section 4	EWS Rules and Analytical Capabilities	With respect to the "Financial and market intelligence from Bank's external sources including international databases and financial websites", is the vendor expected to specify the data sourcing and also the cost of this information? Or would the bank negotiate these license or access permissions separately?	The bank will negotiate these licenses.
6	25	Section 4	EWS Rules and Analytical Capabilities	We understand that the EWS is also expected to possess the prescribed functionality for "Collection and Recovery". Is that correct? Or will the collection solution be working in addition to the current collection mechanism?	Yes, it should have functionality for collections and recovery.
7	154	Annexure 1	EWS Rules and Analytical Capabilities	With reference to the rules described in "EWS Rules and Analytical Capabilities" (Page 154), we presume the bank is in possession of the data required for the various analysis methodologies and there is no additional work required around data development, data validations, enhancements/refinements and that the data is available and can be readily used for the associated analysis.	The bank is in possession of the data but the additional work around the data development, data validations, enhancements/refinements may be required by the successful bidder
8	159	Annexure 1	EWS Rules and Analytical Capabilities	Are the alerts from the EWS required both on the desktop and on the mobiles of relevant officers?	Yes.
9	8, Section 2		Clarity on the contract start date	Contract period to ideally start from the date of execution of the contract irrespective of acceptance of any milestone or <del>added</del>	The requirement stands as it is, hence there is no change in clause.
10	61	Section 7.5	Overall liability of the bidder cap to be reasonable. Also indirect damages to be excluded.	Alternative wording to be suggested "The bidder's aggregate liability in connection with obligations undertaken as a part of the project 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 actual amount received for the Services during the previous year when the claim has arisen. The bidder's liability in case of claims against BANK resulting from willful misconduct or gross negligence of the bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights, breach of confidentiality, or violation of any legal, regulatory, statutory obligations shall be unlimited. Under no circumstances shall either party be liable to the other party for indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if such a party has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business."	No changes in the clause
11	68, Section 8.2.1.47		Clarification needed on how employment claims affect the bank customers	The said section deals with indemnity claims for any employment related claims and hence reference to the damages, loss or liability suffered by bank on claims from customer and regulatory authorities needs to be deleted. The same is no way related to employment claims	The requirement stands as it is. There is no change in clause
12	72, Section 9.4		Limitation of liability-Liability cap as mentioned in the RFP is very high. Also vendor should not be held liable for any indirect, special or consequential damages	Alternative wording suggested "Vendor'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 amount received for the Services during the previous year when the claims have arisen. Vendor'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 Bidder's Property Rights or breach of confidentiality obligations shall be unlimited. Under no circumstances shall either party be liable to the other party for indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if such a party has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business."	Clause is under review
13	73, Section 9.5		Indemnity-Indemnity to be provided only for breach of confidentiality and for willful misconduct resulting in death or damage to property or for infringement of intellectual property for the deliverables/services provided by the vendor. In the event of failure to meet any milestones, the penalties are already present in the document. There should be no double dipping of both the penalty and the indemnity for same time of breach. Indemnity for indirect damages to be deleted from the purview of the agreement.	Suggest rewording the said clause as "Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees) relating to or resulting directly from (i) indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property for all the deliverables or services delivered under this Agreement, provided however, (i) the Bank notifies Bidder in writing immediately on aware of such claim, (ii) Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidder's) rights, interest and reputation. The Successful Bidder shall indemnify the Bank and undertake to keep the Bank indemnified against any loss, action or claim arising out of or in respect to misconduct, fraud, misbehavior or violations of any laws applicable to the Bidder as an IT service provider and which are committed by Bidder or its employees/ agents/ Bidder's subcontractors. Successful Bidder's should indemnify the Bank (including its employees, directors or representatives) from and against <del>the damages, loss or liability suffered by bank on claims from customer and regulatory authorities</del>	The clause is under review
14	76, Section 9.12		Penalties are already imposed for failure to meet SLAs. Hence, there should be no separate liquidated damages mentioned in the RFP.	The section on liquidated damages to be deleted	The requirement stands as it is, hence there is no change in clause.
15	77, Section 9.13		Confidentiality provision is one sided and does not protect the obligations of the bidder	Confidentiality clause to be made mutual to protect the confidential information to be shared by both the parties	The requirement stands as it is, hence there is no change in clause.
16	80, Section 9.16		Exit option to clearly state the cure period	Sec b to be reworded as "The selected bidder commits a breach of any of the terms and conditions of the contract and which is not cured after providing a written notice of 30 days to the bidder to cure the breach"	Cure period of 15 days will be provided to the bidder
17	82, Section 9.17		Any pre-existing IP and derivatives thereto to be treated as IP of the parties owning such pre-existing materials	For pre-existing IP and any derivatives thereto to be owned by the parties who are licensors of such pre-existing intellectual property rights and a perpetual and limited license to be provided of such pre-existing materials	Clause remains unchanged
18	83, Section 9.22		Termination due to breach of the contract is one-sided and cure period is to be increased	Termination due to breach of contract to be made mutual and cure period to be made to 30 days	Clause remains unchanged
19	30, 31 Sizing of the Hardware		3) The following may be considered for sizing of LLMS, DMS and EWS solution	Kindly elaborate the Total number of loan accounts to be monitored for EWS	Accounts with exposure of 50 lakhs and above need to be monitored through EWS No of Accounts as of now - approx 13000
20	30, 31 Sizing of the Hardware		3) The following may be considered for sizing of LLMS, DMS and EWS solution	Average number of daily transactions done on these corporate loan accounts and by other accounts owned by these corporate customers	The details will be shared with the successful bidder
21	30, 31 Sizing of the Hardware		3) The following may be considered for sizing of LLMS, DMS and EWS solution	Number of rules to be implemented	N/A



22	35	The successful bidder shall form a project team comprising the following key positions Project Manager Team Leader Business Analyst Tester.	We anticipate that a complex project like this will require senior enterprise architects to design the system. However we find no mention in the RFP about the same. Please do specify the need and number and duration of these architects as we believe it's very important for a good project of this nature	Bidder has to factor three enterprise architects for a period of fifteen months from the project start date.
23	35	The successful bidder shall form a project team comprising the following key positions Project Manager Team Leader Business Analyst Tester.	The project is expected to run over a period of 5 years and hence would require a PMO team both in the initial phases and also across the 5 years. We suggest that as part of the L2 resource requirements please do suggest the no of PMO resources that would be required across 5 years	3 PMOs
24	19, Section 8	The bidder shall also be expected to provide support for Direct Marketing Agents (DMAs), Direct Sales Team (DST), Point of Presence (PoP) in future	We assume here that the Loan Origination System has to provide support to track leads, prospects and new applications provided by DMA, DST and PoP. Bidder need not support in providing resources for DMA, DST or PoP.	The understanding is correct
25	25, 26	Business process re-engineering for LLMS and DMS	Are the Bank's current As-is processes mapped? What tool is the Bank planning to adopt for process mapping (Visio, Savvion etc.)? Will the Bank provide licensed versions of the tool to the process design team of the vendor, as process design team will be creating the processes mapped in Bank's network?	Details will be shared with successful bidder
26	25, 26 - Point 1	Business process re-engineering for LLMS and DMS - Process Discovery and project scoping thereby closely analyzing the processes and suggesting areas of improvement	Is the Bank considering recommendations for Automation and Robotics along with process standardization, optimization and improvements as a part of Business Process Re-engineering?	The requirement stands as it is, hence there is no change in clause.
27	26 - Point 2	Business process re-engineering for LLMS and DMS - Process modeling and Design – thereby involving designing / re-designing of processes which includes representation of process flow, factors within	We understand Bank is expecting to preparing process maps with respect to LLMS and DMS. Is end-to-end process flows included in scope? For E.g.: In loan origination, the request will move from LOS to DMS to Core Banking and finally dispatch of welcome letter etc.	Please refer to RFP for basic process flows. AS-IS flows that are available with the bank will be shared with successful bidder
28	26 - Point 2	Business process re-engineering for LLMS and DMS - Process modeling and Design – thereby involving designing / re-designing of processes which includes representation of process flow, factors within	What is the level of depth required in process maps? Can it be at Level 4 - Process steps included till screen level OR Level 5 - Process steps till keystroke level (fields within screen included)	Level 5 - Process steps till keystroke level.
29	26 - Point 2	Business process re-engineering for LLMS and DMS - Process modeling and Design – thereby involving designing / re-designing of processes which includes representation of process flow, factors within	Assuming that all exception/alternative scenarios needs to be captured as a part of process designing	Yes the understanding is correct
30	26 - Point 3	Preparing Standard Operating Procedures (SPOs) and Service Levels.	Are existing updated SOPs and SLA depicting As-is procedures available with bank?	AS-IS procedures are available with the bank.
31	Commercial Bid Document - Page 10	BPR Resource Cost - Currently its mentioned for 24 months with 4 resources	Request to split it in 3 segments for LLMS and DMS (8 Months effort for each work stream with 4 resources and additional 8 Man Months with 4 resources for post implementation optimization)	8 8 8 Please refer to Annexure 10 - Commercial Bill of Material
32	89 - Annexure 1- Functional and Technical Requirements	LLMS functional requirements	LLMS functional requirements do not contain any requirements on Loan modification (E.g.: Interest rate changes, P&I to interest only, loan extension, partial repayment, interim statements etc.) Will loan modification request be routed through LLMS or executed directly in the CBS system where the loan resides?	Bi-directional All the parameters should be consistent between both the systems.
33	208, Annexure 18	Educational Qualification	Minimum Educational Qualification requirements have been mentioned for Help Desk/ Service Desk. Are there any specific educational/ professional qualification required for proposed project manager, Business analyst, developer, tester other than years of experience?	Yes. Please refer to Annexure 14 - Proposed team profile.
34	32, Implementation	Implementation of BMS, LLMS and EWS	We understand that Bank has decided to use a phased roll-out approach for implementation and integration of LLMS, DMS and EWS Phase 1: Document Management System (DMS) and EWS Phase 1- Roll out of EWS for all accounts with exposure of 5 crores and above Phase 2: Loan Life cycle management system (LLMS) and EWS Phase2: Roll out of EWS for all the accounts with exposure of 1 crore and above	Please refer to page no 26 and 27 of the RFP
35	33, Implementation	Implementation of BMS, LLMS and EWS	SI is expected to assist users in performing UAT - Test case preparation, securing necessary approvals and defect management are part of the tasks to be performed as part of UAT	Yes. The understanding is correct.
36	58 & 59, Section 7	Application helpdesk services	We understand from RFP document that Testing services in scope for this implementation and integration program are: System Integration Testing (Y/N) - Yes UAT Support (Y/N) - Yes Security Testing (Y/N) - No Security Operations Center (SOC) team will perform Performance Testing (Y/N) - Yes ("The Bank will leverage the effort of the existing SI for the EMS tool configuration for the Bidders proposed solution and its SLA measurement" Load/Volume with virtual users not in Scope for this program. If it's in scope, what is the peak load for different business flows? Please confirm). Disaster Recovery (Y/N) -Yes	Yes the understanding is correct However, The performance measurement can be done through EMS. LLMS Concurrent Logins - 2000 Concurrent Transaction Hits - 1000 DMS Concurrent Logins - 2000 EWS Generic Users – 500 Power Users – 10 Concurrent Power Users - 3
37	27	Implementation Timeline for Loan Lifecycle Management System	RFP document says the proposed solution must have multi-lingual capability (English & Hindi mandatory) from day one and any vernacular language that the Bank may decide for integration. Apply how many languages that existing CBS is supporting now?	Only English and Hindi required as of now. Future needs might change.
38	General		bidder has certain in-house tools, which are less expensive or inexpensive. Does bank encourages bringing in vendor tools or do you see any major restrictions?	The bidder has to propose it as a part of the solution and should meet the bank's requirements as mentioned in the RFP.
39	General		Who will be responsible for generation of test data?	Test Data will be joint responsibility of the SI and the bank.
40	General		Dedicated QA environments need to be built are : One Test environment. Please confirm.	The bidder should offer the solution as per the requirements mentioned in the RFP
41	General		We can derive feasibility and scope for automation as SI is expected to roll-out the solution at hubs / back offices / regional offices. Automation drastically reduces the execution effort for regression testing. Are you interested to use our in-house / recommended tools?	The bidder has to propose it as a part of the solution and should meet the bank's requirements as mentioned in the RFP.
42	General		Is any cross browser testing in scope? If so, please share the OS, browser details and versions need to be tested as part of this program?	IE version 9 and above, Chrome & Firefox (all platforms including PCs, Mobiles, Tablets, etc.)
43	58	Application helpdesk services	We understand from RFP doc that the SI would be responsible for preparation of BRDs. Bank reviews and provide sign off with in the timelines defined from the date of acceptance of RFP. Please confirm.	Yes. The understanding is correct.
44	211	Annexure 20	Interfaces list for DMS have been given twice under Annexure 20 section. We assume it's by mistake. Interface list-2 belongs to EWS. Not to DMS. Please confirm.	Yes it is a typo. Interface list-2 belongs to EWS
45	14, Section 4.1	Digitization	Documents to be scanned are A4 and Legal which would be done in Black & White format at a centralized location, is our understanding right?	Please refer to page no 89 of the RFP. The solution should support color scanning
46	18, Section 4.3	Scanning	How many scanning stations to be considered where the digitization of documents to be done?	The bidder has to provide enterprise wide solution.
47	26, Section 4.3	Phase Wise Implementation	On Page 26 the licences need to be supplied for Phase 1 ( 100 branches). It is contradicting with point on page 31. On Page 31 it is mentioned that licences need to be supplied for 2000 Concurrent users and user base would be 5000 for LLMS and DMS. Kindly clarify which point should be considered.	Bidder has to provide enterprise wide licenses
48	90, Section 12.2	Provide image processing libraries that support image enhancements such as changing contrast, zoom in/out, cleaning etc. and other imaging features like compression and extraction etc.	As per the RFP it says that extraction is required for documents to be scanned through scanning solution and OCR extraction should read two to three data fields for indexing of document purposes. Is our understanding right	Yes. For indexing OCR extraction has to read few data fields. In order to completely read the document including hand writing ICR is required
49	22, Section 4.3	CBS Integration "The bank has envisaged to upgrade the CBS in near future. The CBS upgrade may be completed in coming future."	What is the time frame when the New CBS upgrade would happen ? Do we have to interface with Both the Old and New CBS?	The bidder has to interface only with the New CBS System.
50	211, Section 12.2	Integration Touch Points	Solution needs to be designed with integration touch points as mentioned in Annexure 20 : List of Interfaces. Is our understanding right	Yes. The understanding is correct. Bidder may have to integrate with additional touchpoints in the future as per the Bank's requirements.

51	213, Section 12.21		Reports	Solution needs to be designed with reports mentioned in Annexure 21 : List of Reports. Is our understanding right	Yes. The understanding is correct. Bidder may have to provide/cusotmize additional reports in the future as per the Bank's requirements.
52	14, Section 4.1		DMS Functionality	Account Opening for Saving Current is Limited to DMS functionality (Archival of Legacy documents in the DMS) is the understanding correct ?	Legacy as well as progressive
53	32, Section 4.3		Roll Out	Roll-Out at Hubs and Branches: As this is an Centralized deployment, we assume only the scanning stations needs to be rolled out at the Hub or branch location- Is the understanding Correct ?	Yes. The understanding is correct.
54	30, Section 4.3		Post Go Live	Pilot Go-live is how many Number of Hubs / Branches to be covered? and time lines for that	Please refer to the page 26 of the RFP
55	34, Section 4.3		Migration	As part of migration DMS:  Which is the current DMS on which frame work and What are the volumes of documents to be migrated.  We assume that we will be getting the documents and the data in non-encrypted format for migration along with the CSV file is that understandings correct  As part of migration of LLMS:  What is the data to be migrated here (As we understand that for LOS there is no migration that is required to be done) – Is the understanding correct?	Data Migration  Bank currently does not have a DMS solution The documents have to be digitized. All the loan accounts have been mentioned below. bidder has to estimate the volumes based on the best practices followed in the industry. The documents will include pre sanction, post sanction, LFAR, Stock Audit, Credit Audit, APR, etc.  Some data pertaining to LLMS if any, maintained in inhouse systems will be shared with successful bidder.  LLMS All the live loans should be migrated to new system  Non Fund Based - More than 17000  Agriculture Loans - More than 7.5 Lakhs Bidderteries Loans - More than 2.2 Lakhs Retail Loans - More than 4.4 Lakhs  YOY - 10%  Scanning will be done at the scanning centers. Bidders will have to provide the scanning solution (only software) as a part of the solution
56	34, Section 4.3		Training	Kindly specify the training locations / batch size and number of batch to be covered as a part of training	Please refer to Annexure 10 - Commercial Bill of Materials
57	90, Annexure 1		Barcode Generation	Kindly specify the use case for barcode generation utility	Bidder has to track the barcode printed on the documents. For older documents, barcode will be added through the stickers
58	90, Annexure 1		Collabroration	Kindly specify the use case for collabrative working on documents	Multiple users should be able to read and update the documents.
59	91, Annexure 1		Infrastructure Sizing	Though the ask is for enterprise license, the concurrency for Hardware Sizing to be factored based on 2000 Concurrent users with 10 % YOY growth – is the understanding correct ?	Yes. The understanding is correct
60	101, Annexure 1		RLOS Functional Requirement	In previous point i.e. point 5, mail trigger is mentioned as general feature offered. Need elaboration on the requirement of Advanced mail trigger.	The advanced mail trigger is deleted
61	102, Annexure 1		RLOS Functional Requirement	Ability to select combo or multiple loan products is there in the system, but it will be processed as two different workItems since loan will be booked against different LAN Number	The understanding is correct.
62	102, Annexure 1		RLOS Functional Requirement	Elaboration on the point required. Is KYC over here talking about KYC questionnaire or KYC verification of the customer through Aadhaar/PAN details	The bank has eKYC. Hence, KYC verification of the customer through Aadhaar/PAN details is done. For few accounts KYC questionnaire is also required.
63	103, Annexure 1		RLOS Functional Requirement	1. Only applicant's exposure is required or CO-applicant's and Guarantor's exposure also required to be captured.  2. Only Individual exposure is to be captured over here and not Group exposure?	1) Borrower exposure 2) Group Exposure
64	103, Annexure 1		RLOS Functional Requirement	Applicable only for applicant or co-app and guarantor also?	Borrower exposure
65	102, Annexure 1		RLOS Functional Requirement	Blacklist, AML, Negative and World check would be integrations either with third party or CBS but would not be internal to RLOS system. Need to clarify this.	Yes. The understanding is correct.
66	104, Annexure 1		RLOS Functional Requirement	Bulk Document scan will be performed from DMS solution. Need to clarify	Bulk scan will be performed at various bank's locations/ scanning centers using DMS
67	105, Annexure 1		Lead Management Functional Requirement	Contact Point Verification is generally done for a Lead successfully converted into a customer as it has cost implied from bank's end. It shouldn't be done at Lead stage. Need to clarify why it is required at this stage	Contact verification is a part of Loan origination system and not done at Lead stage
68	173, Annexure 2		Technical	Kindly specify the use case for time restriction on activities	The details will be shared with successful bidder.
69	212, Annexure 19		Mobility	Kindly specify whether mobility to be expected for collections as well	Yes
70	212, Annexure 19		Integration with CPTM	Is integration required to be factored for CPTM application of the bank	Yes
71	212, Annexure 19		Infrastructure	Bank will provide the Infrastructure (Hardware / Operating System and database) as recommended by the Bidder. The Bidder needs to provide only the application server Like JBOSS / WebLogic etc (Middle wear) is the understanding correct ?	Yes. The understanding is correct. Bidder has to provide the middleware licenses(if any). The same needs to be factored in bill of material
72	37, Project Scope		L1, L2 and L3 IT service desk	We assume that the complete set operational SLAs (and third party underpinning agreements) would be discussed and aligned between bank and chosen service provider in respect of maintenance and support of systems in scope	No change in SLA
73	37, Project Scope		L1, L2 and L3 IT service desk	We assume that a tool (internal or third-party) is already in place at the bank for ticket lifecycle management (logging, update, closure, reporting) for dealing with incidents, service requests and problems	Please refer to point 7.3 on page 60
74	14	4.1	Digitization	As part of the digitization of the backlog documents, can you kindly provide the volumes of such document to be digitized	Bulk scan will be performed at various bank's locations/ scanning centers using DMS+H89
75	55	Section 7, Clause 7.1	Service Level Availability is to be measured and reported on a monthly basis by bidder and will be validated by BANK to its satisfaction. There are various SLA penalties mentioned with no over all capped amount	The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) (issued by a scheduled commercial Bank other than Bank of Maharashtra) acceptable to Bank for 10% of the total project cost for 5 years and valid for 66 months including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within 15 days of the PO issued from the Bank.	The requirement stands as it is, hence there is no change in clause.
76	60	Section 7.4, Point 3	LD Penalty : A cap of 10% of the TCO would be applicable as penalties for delays in meeting milestones.	LD should be levied at rate of 0.50% per week of the affected deliverable value and capped at maximum 10% of affected value and not TCO	The requirement stands as it is, hence there is no change in clause.
77		Section 7.4, Point 5	maximum penalty would be 10% of the order value including all kinds of attributed penalties and liquidated damages	LD should be levied at rate of 0.50% per week of the affected deliverable value and capped at maximum 10% of affected value and not TCO	The requirement stands as it is, hence there is no change in clause.
78	77	Section 9.12,Liquidated Damages,Para 2nd	If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudices to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider the contract terminated.	LD should be levied at rate of 0.50% per week of the affected deliverable value and capped at maximum 10% of affected value and not TCO	The requirement stands as it is, hence there is no change in clause.
79	60	Section 7.4, Point 2	Penalty based on following table will be levied for every week's delay in meeting any milestone agreed as part of project plan. If two separate milestones (running parallel) are defaulted then the penalty for all such delays shall be assessed.	LD should be levied at rate of 0.50% per week of the affected deliverable value and capped at maximum 10% of affected value and not TCO	The requirement stands as it is, hence there is no change in clause.
80	60	Section 7.4, Point 5	Bank reserves the right to cancel order at any time if the product is not delivered as per scheduled delivery date and claim 10% cost of the order value as penalty	Please delete this clause as it is already covered in termination clause 9.22	The requirement stands as it is, hence there is no change in clause.

81	64	Section 8.2, Clause 8.2.1.17	Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances.	We submit that the payments should be made to the Bidder within 30 days from the Bidder's invoice date. Any objection/dispute to be raised by the bank within 15 days from the date of invoice and thereafter payment to be made within 15 days. Any amount not paid by the Bank when due will bear interest at the rate of 18% per annum.	The requirement stands as it is, hence there is no change in clause.
82	71	Section 9.1, Other Payment Terms	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.	We submit that the payments should be made to the Bidder within 30 days from the Bidder's invoice date. Any objection/dispute to be raised by the bank within 15 days from the date of invoice and thereafter payment to be made within 15 days. Any amount not paid by the Bank when due will bear interest at the rate of 18% per annum.	The requirement stands as it is, hence there is no change in clause.
83	71	Section 9.1, Other Payment Terms	The Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within reasonable time after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement. Any objection/ dispute to the amounts invoiced in the bill shall be raised by the Bank within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within reasonable time of the settlement of such disputes.	We submit that the payments should be made to the Bidder within 30 days from the Bidder's invoice date. Any objection/dispute to be raised by the bank within 15 days from the date of invoice and thereafter payment to be made within 15 days. Any amount not paid by the Bank when due will bear interest at the rate of 18% per annum.	The requirement stands as it is, hence there is no change in clause.
84	64	Section 8.2, Clause 8.2.1.21	The performance guarantee would be for the entire period of the Contract. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract.	PBG has to be 10% ACV and renewed annually. Can be invoked only in case of material breach & cure period of 30 days required before invoking PBG	not acceptable
85	74	Section 9.6, Point 1	The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) (issued by a scheduled commercial Bank other than Bank of Maharashtra ) acceptable to Bank for 10% of the total project cost for 5 years and valid for 66 months including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within 15 days of the PO issued from the Bank.	PBG has to be 10% ACV and renewed annually. Can be invoked only in case of material breach & cure period of 30 days required before invoking PBG	The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) (issued by a scheduled commercial Bank other than Bank of Maharashtra ) acceptable to Bank for 10% of the total project cost for 66 months, validity starting from its date of issuance. The PBG shall be submitted within 15 days of the PO issued from the Bank.
86	74	Section 9.7, Point 1	As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) (issued by a scheduled commercial Bank other than Bank of Maharashtra ) acceptable to Bank for 10% of the total project cost – for 5 years including claim period of 6 (six) months hence 66 months in total, validity starting from its date of issuance. In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may invoke the PBG after providing 30 days notice to the bidder.	PBG has to be 10% ACV and renewed annually. Can be invoked only in case of material breach & cure period of 30 days required before invoking PBG	the bidder has modified the clause. Not acceptable
87	61	Section 7.5, Para 1st	For a delay of more than 8 weeks in implementation, BANK will have the option of looking at more severe options like invoking the PBG, PBG or cancelling the awarded contract.	PBG has to be 10% ACV and renewed annually. Can be invoked only in case of material breach & cure period of 30 days required before invoking PBG	The requirement stands as it is, hence there is no change in clause.
88	77	Section 9.12, Liquidated Damages, Para 3rd	Further, the Bank also reserves the right to cancel the order and invoke the Bank Guarantee/Performance. Guarantees in case of inordinate delays in the delivery/ installation of the equipment. Bank may provide a cure period of 30 days and thereafter foreclose the bank guarantee without any notice. In the event of Bank agreeing to extend the date of delivery at the request of Successful Bidder(s), it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an event Bank, however, reserves its right to foreclose the bank guarantee.	PBG has to be 10% ACV and renewed annually. Can be invoked only in case of material breach & cure period of 30 days required before invoking PBG	The requirement stands as it is, hence there is no change in clause.
89	65	Section 8.2, Clause 8.2.1.25	The bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the bidder's inability to meet the established delivery dates, that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the amount actually spent by the Bank for procuring similar deliverables and services or is limited to 10% on the total cost whichever is higher.	Cure period of 30 days required before invoking the step-in rights	The requirement stands as it is, hence there is no change in clause.
90	72	Section 9.3	In case of order cancellation, any payments made by the Bank to the bidder would necessarily have to be returned to the Bank with interest @ 15% per annum, further the bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder. This is after repaying the original amount paid.	Request deletion of this clause	The requirement stands as it is, hence the clause is not deleted
91	196	Annexure 13, Point 7, Section 7.1	7.1. 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 awarded.	Request deletion of this clause	The requirement stands as it is, hence the clause is not deleted
92	83	Section 9.22, Point 1	The Bank shall be entitled to terminate the agreement with the bidder at any time by giving ninety (90) days prior written notice to the bidder.	Termination by bank can be done only in case of material breach by vendor	The requirement stands as it is, hence there is no change in clause.
93	84	Section 9.22, Point 3	The bidder shall have right to terminate only in the event of winding up of the Bank.	In case of non-payment of invoice by bank, vendor has the right to terminate the contract after giving 30 days notice.	The requirement stands as it is, hence there is no change in clause.
94	6	Clause 1 (Introduction)	The bidders are expected to examine all instructions, forms, terms, Bank project requirements and other information in the RFP documents. Failure to furnish all information required as per the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid Earnest Money Deposit.	Please confirm whether proposing deviations to terms and conditions in the bid will also result in rejection of the proposal and forfeiture of the bid security.	The deviations accepted by the bank will be considered as a part of RFP. If the deviations are rejected then the bidder has to abide by the original clauses unconditionally.
95	8	Clause 2 (Information Provided)	The Period of Contract shall be for a period of five years. The contract period will start from the date of Project Acceptance by the Bank of the successful bidder.	<u>Underlined Portion:</u> Please clarify what this means. We suggest that the period of contract shall commence from the date of signing of the contract and not prior to that.	The requirement stands as it is, hence there is no change in clause.
96	9	Clause 2.2 (Information Provided)	The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") i.e. Government Organisation/PSU/limited Company or a partnership firm and no other person or organization.	Please clarify whether the bidder can share the terms and conditions of the RFP with the sub-contractor which it seeks to engage.	Yes. The bidder can share the terms and conditions of the RFP with the sub-contractor which it seeks to engage.
97	53	Clause 6.1 Sub-Clause 5(b) (Bid Submission)	The bid security may be forfeited In case of the successful bidder, if the bidder fails to: i. Sign the Contract within 1 month of issue of purchase order / letter of intent.	Please clarify whether deviations proposed by the bidder will be considered for purpose of negotiation and finalising of this contract.	Only deviations that are accepted by the bank will form the part of the RFP.

98	55-59	Clause 7.1 (Service Criteria)	Entire Clause	<p>We suggest that Service Levels and penalties to be imposed should be mutually decided between the Bank and the Bidder.</p> <p>The cumulative penalty in the form of liquidated damages should be restricted to 1-5% of value of affected service or product and shall be a maximum of 10% of total cost of that solution from the Bidder. The total penalties imposed should not exceed the liability cap specified under this agreement.</p> <p>We submit that Bidder will not be responsible for defaults or delays caused due to reasons not attributable to Bidder and no LD or penalty is payable for any delays defaults and breaches due to such reasons.</p>	The requirement stands as it is, hence there is no change in clause.
99		60 Clause 7.4 (Penalty for Delayed Implementation)	The successful bidder must strictly adhere to the delivery dates or lead times identified in its proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to BANK, may constitute a material breach of the Bidder's performance. As a deterrent for delays during implementation, BANK may levy penalties for delays attributable to the successful bidder.	<p>We suggest that a cure period of 30 days should be permitted to the Bidder prior to imposition of penalties for delayed implementation. Please clarify the basis on which penalties will be imposed. The total penalties imposed should not exceed the liability cap specified under this agreement.</p> <p>The cumulative penalty in the form of liquidated damages should be restricted to 1-5% of value of affected service or product and shall be a maximum of 10% of total cost of that solution from the Bidder. The total penalties imposed should not exceed the liability cap specified under this agreement.</p>	The requirement stands as it is, hence there is no change in clause.
100		61 Clause 7.5 (Overall Liability of the Bidder)	The bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the TCO. The bidder's liability in case of claims against BANK resulting from wilful misconduct or gross negligence of the bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights, breach of confidentiality, or violation of any legal, regulatory, statutory obligations shall be unlimited.	<p>We propose that the aggregate liability of bidder/service provider, arising at any time under this contract including gross negligence or wilful misconduct of the bidder, its employees and subcontractors, infringement of patents, trademarks, copyrights or such other intellectual property rights, breach of confidentiality, or violation of any legal, regulatory, statutory obligations or any other penalty imposed under the Contract shall not exceed 5% of the total contract value.</p> <p>We submit that the Bidder will not be liable for any breach which is caused by or otherwise attributable to any act or omission on part of Bank or third parties authorized by Bank.</p>	The requirement stands as it is, hence there is no change in clause.
101		62 Clause 8.1 (General)	The Bidders should adhere to the terms of this tender document and would not accept any deviations to the same.	Please confirm whether deviations can be proposed to the terms and conditions provided in the RFP.	Yes, deviations can be proposed in the RFP in Annexure 12
102		63 Clause 8.2.1.12 (Rules for responding to the tender document)	The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions, payments schedules, time frame for site readiness and availability etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions, site readiness etc. as proposed in the tender document.	Please clarify whether deviations to the terms and conditions, payment schedules, time frame for site readiness and availability can be proposed by the bidder. Please confirm whether the additional terms and conditions proposed by the bidder would be considered during negotiation of the contract.	Deviations can be proposed in the RFP in Annexure 12
		Clause 8.2.1.24 (Performance Guarantee)	Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.		
		Clause 8.2.1.27	All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for site availability etc. as mentioned in this tender document.		
103		64 Clause 8.2.1.17 (Price Bids)	Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances.	<p>We request that the payment structure be mutually discussed and agreed between the parties. We submit that no payments for services rendered by bidder be withheld for delays in other areas of work. Bank has other contractual remedies available for delays and defaults. Any payment rightly due must be paid with the due date.</p> <p>We submit that all invoices when raised will be payable within 30 days of date of invoice. We suggest that disputed invoices be notified to bidder within 10 days of receipt and be resolved as per the dispute resolution process. We request that late payments be subject to interest fee at 18 % per annum.</p>	The requirement stands as it is, hence there is no change in clause.
104		65 Clause 8.2.1.25	The bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the bidder's inability to meet the established delivery dates, that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the amount actually spent by the Bank for procuring similar deliverables and services or is limited to 10% on the total cost whichever is higher.	We suggest that a minimum cure period of 30 days should be provided to the bidder prior to invoking the step in rights. Further, the aggregate liability of the Bidder shall be capped in terms of the limitation of liability clause in the contract.	The requirement stands as it is, hence there is no change in clause.
105		66 Clause 8.2.1.32 and Clause 8.2.1.33 (Changes to the tender document)	<p>This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The bank will inform all bidders about changes, if any.</p> <p>The Bank may revise any part of the tender document, by providing a written addendum to all short-listed Bidders at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date.</p>	We submit that the bidder may not be able to accommodate any increase in its costs due to change of RFP requirements after the submission of the bid. We request that this right be limited till the last date of submission or the bidder be given the right to revise its proposal including pricing, if the RFP requirements are varied after the bid submission.	The requirement stands as it is, hence there is no change in clause.
106		67 Clause 8.2.1.38 (Changes to the Tender document)	The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations.	We suggest that any changes to the terms and conditions of purchase should be through mutual discussion and written agreement between the Bank and the selected Bidder.	The requirement stands as it is, hence there is no change in clause.
107		68 Clause 8.2.1.45 (Changes to the Tender Document)	There will be an acceptance inspection by the Bank or its nominated consultants for the site. In case of discrepancy in facilities provided, the Bank reserves <u>the right to cancel the entire purchase contract.</u>	<p>We suggest that the acceptance test and associated criteria for each milestone should be mutually decided.</p> <p><u>Underlined Portion:</u> This is not acceptable. We submit that Clause 9.22 of the Contract already specifies conditions for termination of the Contract. We further submit that cancellation / termination by the Bank should be invoked for serious and material breaches attributable to the Bidder and not for minor breaches/delays. We further request that the bidder should be allowed a cure period of a minimum of 30 days prior to issuance of notice of default for termination of</p>	The requirement stands as it is, hence there is no change in clause.

108	68	Clause 8.2.1.46 (Changes to the Tender Document)	The bidder is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender.	We submit that bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by bidder and shall be liable for all such acts, deeds or things, which fall within the scope of power vested under the purchase contract to be issued for this tender.  The Bidder will have no liability/responsibility for any acts, deeds or things of the employees, agents, contractors, subcontractors etc. engaged by bidder which fall outside the scope of work/assignment.	The requirement stands as it is, hence there is no change in clause.
109	69	Clause 8.2.1.49 (IT Act)	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 2008 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from the contract.	We suggest that all indemnities should be specified in the indemnities clause and accordingly this clause should be deleted.	The requirement stands as it is. There is no change in clause
110	70	Clause 9.1 (Contract Commitment)	The contract period will start from the date of acceptance of the project by the Bank of the successful bidder.	We suggest that the contract period should commence from the date of execution of the contract between the Bank and the successful bidder.	The requirement stands as it is, hence there is no change in clause.
111	71	Clause 9.1 (Contract Commitment)	The bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the bidder during the e-procurement process 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.	We suggest that the payment terms should be mutually discussed and agreed to between the parties.	The requirement stands as it is, hence there is no change in clause.
112	71-72	Clause 9.2 (Compliance of Laws)	The bidder shall undertake to observe, adhere to, abide by, comply with and notify the 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 the 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.  This indemnification is only a remedy for the 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 the bank arising out of claims made by its customers and/or regulatory authorities.	Bidder agrees to be compliant with all laws and compliance requirements which may be applicable to it and to the assignment.  We suggest that all indemnities should be specified in the indemnities clause and accordingly the specific indemnities provided in this clause should be deleted.	<i>The revised clause reads as</i> <b><i>The bidder shall undertake to observe, adhere to, abide by, comply with and notify the 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 the 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.</i></b> <b><i>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/</i></b>
113	72	Clause 9.3 (Order Cancellation)	The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:  - Delay in site readiness and handing over the site to the Bank. - Serious discrepancy in the quality of service / facility / security.	We suggest that the Bank shall have a right to terminate the contract for material breach only. Accordingly, we recommend that this clause should be deleted.	The requirement stands as it is, hence there is no change in clause.
114	72	Clause 9.4 (Limitation of Liability)	Vendor'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.  Vendor'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 Bidder's Property Rights or breach of confidentiality obligations shall be unlimited.  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 propose that the aggregate liability of bidder/service provider, arising at any time under this contract including gross negligence or willful misconduct of the bidder, its employees and subcontractors or any penalty imposed under the Contract shall not exceed 5% of the total contract value.  Notwithstanding anything in the RFP, we submit that claims arising against the Bank resulting from in willful misconduct or gross negligence of vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Bidder's Property Rights or breach of confidentiality obligations should be subject to the liability cap. We submit that the Bidder will not be liable for any breach which is caused by or otherwise attributable to any act or omission on part of Bank or third parties authorized by Bank.  We suggest that this clause be made reciprocal. That is, the Bidder shall not be liable to Bank of Maharashtra for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the 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.	Clause is under review
115	72	Clause 9.5 (Indemnity)	Entire Clause	We submit that the indemnities required herein are too broad. We seek inclusion of following points in the clause:  Note that verbiage would be drafted during contract negotiation.  1. We propose that the indemnities should be only in relation to the 3rd party claims for the following: a. claim by any person in respect of personal injury or death; b. claims by any third party in respect of any IP infringement; and c. costs of defending or settling any of above claims.  2. The Bank would promptly notify Bidder when it is informed of any claims against it. Bidder will be entitled to sole right of defense and for settling such claims. 3. Indemnity from the Bank for all direct losses and claims that arise due to third party IPR breach due to Bidder's use, access or modification of intellectual property, tools or licenses provided by the Bank to Bidder in order to perform the services. 4. Bidder shall not be liable for any breach, loss or infringement which is not caused by its acts or is otherwise attributable to any act or omission on part of the Bank or third parties authorized by the Bank. 5. We also propose that the indemnity for death, personal injury and damage to tangible property should be mutual. 6. We would like to clarify that breach of terms of the contract, negligence or gross misconduct, loss of data and breach of confidentiality obligations should be covered under contractual	Clause is under review



116	74	Clause 9.7 (Performance Bank Guarantee)	As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) issued by a scheduled commercial Bank other than Bank of Maharashtra ) acceptable to Bank for 10% of the total project cost – for 5 years including claim period of 6 (six) months hence 66 months in total, validity starting from its date of issuance.	<p>We submit that the performance security should be limited to 10% of yearly contract value, valid for one year and renewable yearly for 5% of that year's contract value.</p> <p>Please clarify what is meant by 'claim period of 6 months' as referred to in the clause provided herein.</p> <p>We request that the bidder be given a notice of 30 days to cure any breaches or delays before claims are made from the performance security. The Bank shall have the right to invoke the relevant performance security in case bidder fails to cure the breach within such cure period.</p> <p>We submit that the performance security be returned to bidder within 30 days of expiry / termination of the contract.</p>	The requirement stands as it is, hence there is no change in clause.
117	76	Clause 9.12 (Penalties and delays in bidder's performance)	If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.	<p>We suggest that the successful bidder's aggregate liability shall not exceed 5% of the total contract value.</p> <p>We submit that termination right be available in accordance with the termination clause which along with a 30 days cure period for material breach.</p> <p>we submit that Bidder will not be responsible for defaults or delays caused due to reasons not attributable to Bidder and no LD or penalty is payable for any delays defaults and breaches</p>	The requirement stands as it is, hence there is no change in clause.
118	77	9.13 (Confidentiality)	Entire Clause	The confidentiality obligation shall be made mutually applicable to both parties to the contract.	The requirement stands as it is, hence there is no change in clause.
119	80	Clause 9.15 (6) (Resolution of Disputes)	Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.	<p>We understand that the Bank can initiate appropriate legal action at the place where the cause of action arises, that is the jurisdiction where the assignment is being undertaken. Accordingly, please clarify what is meant by <u>any court of appropriate jurisdiction as stated herein</u>.</p> <p>This is not acceptable. We submit that Clause 9.22 of the Terms and Conditions specifically provides for conditions for termination of the Contract. We further submit that cancellation / termination should be invoked for serious and material breaches and not for minor breaches/delays. We further request that the bidder should be allowed a cure period of a minimum of 30 days prior to issuance of notice of default for termination of the contract.</p>	The requirement stands as it is. There is no change in clause
120	80-81	Clause 9.16 (Exit Option and Contract Re-negotiation)	<p>The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:</p> <p>a. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 15 days of receipt of purchase contract.</p> <p>b. The selected bidder commits a breach of any of the terms and conditions of the contract.</p> <p>c. The bidder goes into liquidation voluntarily or otherwise.</p> <p>d. An attachment is levied or continues to be levied for 7 days upon effects of the bid.</p> <p>e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits.</p> <p>f. Deduction on account of liquidated damages exceeds 10% of the total contract price.</p> <p>g. Delay in delivery/installation/commissioning of software and their accessories, beyond the specified period for the same as mentioned in the order.</p> <p>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.</p> <p>3. 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.</p> <p>4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should</p>	<p>We suggest that prior to invoking the performance guarantee given by the Bidder, a minimum cure period of a minimum of 30 days should be provided.</p> <p>This is not acceptable. The pricing terms should be in accordance with the bid terms only and not be subject to any re-negotiation.</p>	The requirement stands as it is, hence there is no change in clause.
121	81	Clause 9.16 (8) (Warranties)	All the warranties held by or in the name of the vendor shall be assigned or transferred as-is, in the name of the bank. The vendor shall execute any and all such documents as may be necessary in this regard.	All hardware and software warranties will be passed on as received from the OEM. If the equipment, system or software is not used in accordance with the license and usage terms and in a manner advised by the bidder or contemplated in the agreement, any resulting defects, defaults or failures will not be covered under the warranty.	The requirement stands as it is. There is no change in clause
122	82	Clause 9.17 (Bidding Property Rights)	Entire Clause	<p>We suggest modification of the intellectual property clause in the following manner.</p> <p>Note that verbiage would be drafted during contract negotiation.</p> <p>1. Any existing IP and its modifications will remain with the party that it belongs to.</p> <p>2. Any deliverables and intellectual property developed or created by Bidder during the performance of the contract will vest in Bidder except created exclusively for Bank and mutually agreed between the parties.</p> <p>3. Ownership and IPR in any processes, methodologies or techniques, improvements developed by Bidder before or during the provision of the services will remain with Bidder.</p> <p>4. The Bank shall use the products in accordance with the license terms and restrictions specified by the OEM to be applicable for the use of such products.</p> <p>5. Hardware warranty if any will be passed on as provided by the OEM and software license will be subject to licensing terms issued by the licensor.</p>	The requirement stands as it is, hence there is no change in clause.
123	83-84	Clause 9.22 (Termination)	<p>1. The Bank shall be entitled to terminate the agreement with the bidder at any time by giving ninety (90) days prior written notice to the bidder.</p> <p>2. The Bank shall be entitled to terminate the agreement at any time by giving notice if:</p> <p>a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.</p> <p>b. The bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.</p> <p>3. The bidder shall have right to terminate only in the event of winding up of the Bank.</p>	<p>We suggest that the right to terminate should be restricted to event of material breach only. In case of termination for convenience by the Bank, a termination fees should be payable by the Bank to the successful bidder.</p> <p>We submit that cancellation / termination should be invoked for serious and material breaches and not for minor breaches/delays. We further request that the bidder should be allowed a cure period of a minimum of 30 days prior to issuance of notice of default for termination of the contract.</p> <p>We suggest that the Bidder shall also have the right to terminate the Contract for failure of the Bank make payments in a timely manner as mutually agreed between the parties.</p>	The requirement stands as it is, hence there is no change in clause.
124	175	Declaration	We confirm that we will abide by all the terms and conditions contained in the RFP.	We submit that the contract to be signed between Bank and Bidder should be a mutually acceptable agreement, incorporating the terms of Bidder's proposal. The Bidder will abide by terms and conditions contained in the RFP except for such specific sections against which deviations are proposed by Bidder.	Only the deviations accepted by bank will become a part of the RFP.



125	177	Annexure 4 - (Confirmity Letter)	We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Annexure 12 of the main TENDER DOCUMENT which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid TENDER DOCUMENT. <u>The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.</u>	The Bidder will abide by terms and conditions contained in the RFP except for such specific sections against which deviations are proposed by Bidder.  Underlined Portion: We submit that the contract to be signed between Bank and Bidder should be a mutually acceptable agreement, incorporating the terms of Bidder's proposal.	The requirement stands as it is, hence there is no change in clause.
126	182	Annexure 6 (Cover Letter)	1. Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, implement and maintain ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.  2. If our Bid is accepted, we undertake to abide by all terms and conditions of this tender and also to comply with the delivery schedule as mentioned in the Tender Document.	We suggest that the scope of work, terms relating to payment and all other terms and conditions should be mutually discussed and agreed upon between the Bank and the Bidder.  We submit that the contract to be signed between Bank and Bidder should be a mutually acceptable agreement, incorporating the terms of Bidder's proposal.	The requirement stands as it is, hence there is no change in clause.
127	189	Annexure 11 (Clause 2) (Compliance Statement for Reverse Auction)	We hereby undertake and agree to abide by all the terms and conditions stipulated by Bank of Maharashtra in the RFP document including all annexures and the Business Rules for Reverse Auction.	The Bidder will abide by terms and conditions contained in the RFP except for such specific sections against which deviations are proposed by Bidder	Only the deviations accepted by bank will become a part of the RFP.
128	196	Annexure 13 (Clause 7) (Pre Contract 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	We suggest that this clause should be deleted.	The requirement stands as it is, hence there is no change in clause.
129	18	7]4.3 Project scope	Design and Size the hardware required at DC & DR and at scanning centers. <u>Bank will procure the hardware itself.</u>	Does the Bidder have to provide scanners at all locations or this will be procured by the Bank	The scanners will be procured by the bank
130	18	A] 4.3 project scope	All Branches & hubs/offices spread across country including all HO Departments	Are all the branches connected through a common network and the DMS can be implemented centrally	Yes. The understanding is correct.
131	29	Supply of software licenses	The bidder should provide enterprise wide, perpetual licenses for the proposed Scanning, LLMS and DMS application.	Software license to be based as per the OEM Licenses Matrix. The same would be complied. License matrix could restrict the license usage based on country, hardware sizing, no. of users (named/concurrent). Request to modify the clause to include the restrictions	The requirement stands as it is, hence there is no change in clause.
132	30	Sizing of hardware	The proposed scanning solution (DMS) should be compatible with TWAIN (version 2.1 or higher) and ISIS.	Request to provide a sample of scanned images to access the no. of fields to be digitized and data to be entered.	Please refer to Annexure 1 of RFP. Sample will be shared with successful bidder
133	89	2.Document capture	Document Capture Tool should provide a browser based document capturing for scanning as well as auto document categorization. Scanning of documents in batches should be possible. It should also provide image assisted data entry	What is the average size of the scanned images What will be the field count per page for data entry and what will be the per field character count. Because mostly data entry will be measured in terms of number of fields and count of characters in one field	For indexing, bidder has to use best practices in the industry. In data entry, whole form shall be considered
134	30,31	Sizing of the Hardware	3] The following may be considered for sizing of LLMS, DMS and EWS solution	Average number of daily transactions done on these corporate loan accounts and by other accounts owned by these corporate customers	This data will be provided to the successful bidder. For more details please refer to the RFP
135					
136					
137	30,31	Sizing of the Hardware	3] The following may be considered for sizing of LLMS, DMS and EWS solution	Number of rules to be implemented	The rules here correspond to the EWS rules as per the requirements mentioned in the RFP
138					
139					
140	26	Implementation Timeline for Document Management System	The initial phase of implementation must cover 100 Branches / Offices / Head Office Departments. Bidder is required to note that, the software licenses required for Phase-I implementation are to be supplied initially.	Please specify the locations of implementation of 100 branches and no. of users concurrent. The software license sizing will be done accordingly	These details will be shared with the successful bidder
141	8		2.1 contract period will start from the date of Project Acceptance by the Bank of the successful bidder	Please clarify if contract period starts from start of the project or when implementation is completed and product is available to use by users	Period of contract shall be for a period of 5 years and the contract period will start from the date of acceptance of the project by the bank and successful bidder
142	16		4.2 After processing and generation of Sanction Letter in LLMS data will be uploaded in CBS for account opening	Is there a direct interface between LLMS and CBS expected or LLMS data is expected to be uploaded as data files to CBS. Similarly, for using credit rating data etc., is a direct interface expected or data load expected through file uploads	Yes, direct interface is needed between LLMS and CBS
143	16		4.2 To-be diagram - box 2	Please clarify if after implementation of LLMS, CPTMS will cease to be used or will continue. If it will continue, please specify operations which each LLMS and CPTMS is expected to do	After implementation of LLMS, CPTMS will not be used to create new loan accounts. The new loans which were generated in CPTMS will be tracked until the data is migrated in the new system
144	19	4.3 (B)	any other channel as identified by the bank in future	Please specify other channels	The requirement stands as it is, hence there is no change in clause.
145	19	4.3 (D)	To detect financial stressed borrower accounts or in its existing loan/lending portfolio (corporate)	Please clarify if EWS solution is expected only for corporate accounts	EWS is for all the loan accounts.
146	27	4.3 (I)	initial phase of implementation (pilot phase) must cover all the portfolios namely Retail, MSME, Corporate and Agriculture. Bidder is expected to cover all accounts with exposure of 5 crores and above	Or EWS is to be implemented only for loan accounts of 5 cr. and above across retail, MSME, corporate, agriculture. Is phase 2 implementation for loan accounts of 1 cr. and above across all sectors	For phase 1, exposure of 5 crore and above and phase 2 implementation for exposure of 50 lakhs and above
147	24	4.3 (D)	International Databases	Please clarify that Bank will make available international database in templates which can be loaded to EWS system	Bank will provide subscription of international data base only
148	26	4.3 (H 14)	After successful completion of pilot implementation, the Bank at its discretion may extend the services of the consultancy firm for a maximum period of 2 terms, each term consisting of 6 months	Please clarify if an external consulting co. would be engaged by bank to assist in implementation	N/A
149	26	4.3 (I)	Bank at its own discretion may limit the initial phase implementation; accordingly, bidder shall supply required software licenses as per the requirements finalized at the time of placement of purchase order	OEM will build its commercial model based on certain no. of licenses schedule. We suggest bank to finalise quantity of licenses to be taken upfront	Bidder has to quote for enterprise wide licenses
150	31	Hardware sizing	2000 concurrent users for the solution with 10% year-on-year growth	Please provide total and concurrent users for LLMS, DMS, EWS separately	LLMS Concurrent Logins - 2000 Concurrent Transaction Hits - 1000 DMS Concurrent Logins - 2000 EWS Generic Users - 500 Power Users - 10 Concurrent Power Users - 3
151	33	EWS implementation timeline		Considering scope and its complexity, we suggest to please make timelines for 4 activities in RFP as 2 M, 5 M, 8 M and 9M respectively	The requirement stands as it is, hence there is no change in clause.
152	37	Facility Management Support	Table showing area, coverage etc	Would it be more apt to define solution wise requirement - separately for LLMS, DMS, EWS as each may have different type of support needed	DMS - 3 resources LLMS - 4 resources EWS - 2 resources DR - 1 resource
153	42	5.5 Technical evaluation		As product demo and presentation on how BoM requirements are going to be met would be more relevant, we suggest 20% weightage be assigned to this item and 10% to past experience which at times tend to give a distorted view due to less similarity, different version etc. Also, past exp. is partially overlapping with site visit which would be to one of the past implementations	The requirement stands as it is, hence there is no change in clause.
154	60	7.4	cap of 10% of the TCO would be applicable as penalties for delays in meeting milestones	We request to please make penalty as 10% of implementation cost which is affected delivery	The requirement stands as it is, hence there is no change in clause.



154	71	9.1	Implementation payment terms	Please validate our understanding that sequence of milestones would be as below: 1. After Business Process Development 2. Post completion of UAT for pilot and prior to Go-Live 3. Pilot Go-Live of respective Application(s) 4. Pilot Sign off of respective Application 5. Implementation and Sign off at DC	The requirement stands as it is, hence there is no change in clause.
155	71	9.1	Implementation payment terms	Please validate our understanding that payment against each milestone is for respective application. If not, we request to <u>please make it accordingly</u>	Yes, it is of respective application
156	83	9.21	Bank reserves the right to visit any of the bidder's premises without prior notice to ensure that the Bank's equipment hosted at the site <del>are not misused</del>	Please clarify what is meant by Bank's equipment hosted at bidder site. As we understand, HW and SW will be deployed at bank DC.	The requirement stands as it is, hence there is no change in clause.
157	151	12.1	Rating and scoring engine	Please clarify rating means scoring only of transactions, not <u>credit rating</u>	Yes the understanding is correct
158	151	12.1	System should be capable to integrate to CBS on a real- time/near real-time basis	EWS monitoring in near real time is typically needed for unstructured data which is achieved by fetching data from identified websites. Ask to integrate EWS with CBS in real time <u>is not needed and will be an overkill perhaps</u>	You can provide near real time integration
159	152	12.1	Should support data cleansing and de-duplication	Is a full fledged data quality and dedupe tool needed. Typically an application provides data load validation report, mentioning which data items have issues. These are taken up by Bank with respective source systems for rectification	Yes, dedupe tool should be provided as a part of the solution
160	159	12.1	Early warning indicators	Please provide a close range of rules to be developed to enable <u>adequate effort estimate</u>	Please refer to the RFP
161	166	12.1	EWS reports and dashboards	Please provide no. of reports and dashboards to be developed	Please refer to Annexure 21 (The list is indicative) and dashboard will be decided at a later stage
162	170	12.1	Database requirements	Please clarify of Bank has any preference for any data base basis EULA availability etc. or we can propose any database	Please refer to Annexure 1 of RFP
163	171	12.1	Back up and archival	Please clarify we donot need to recommend any back up / <u>archival solution. Bank will make these available</u>	Yes. The understanding is correct.
164	177	Annex 4	We hereby agree to comply with all the terms and conditions / stipulations	We request to please allow us submit assumptions, deviations which may be discussed with bank and decided	Please submit all your deviations in Annexure 12. Only the deviations accepted by bank will become <u>part of RFP</u>
165	178	Annex 5	bidder should have profit before tax for at least 2 out of last 3 financial years from their India operations	With a view to having bids from bidders of sound financial standing, we suggest to please make this criteria for all three <u>years.</u>	The requirement stands as it is, hence there is no change in clause.
166	179	Annex 5	Letter of Confirmation from the CBS OEM, confirming that the Bidder has been shared with the price of the interface build for DMS, LOS and EWS solutions respectively	We as implementation team are capable of estimating cost of interfacing with CBS and we will commit to deliver within that cost. Bank as owner of CBS solution is only expected to facilitate discussions and understanding from existing vendor as needed. With CBS OEM itself being a possible bidder for this RFP, there may be a possibility of conflict of interest. We request to delete this clause please. Other RFPs in industry donot ask for such certificates. If this item is for interface build activities by CBS OEM, we request Bank gets it done outside of this RFP as change request with CBS OEM. Otherwise this clause provides room for <u>negotiation</u>	The bidder has to provide data in the form of files for interfacing with CBS. Any other costs can be mentioned in Any other(Please specify) row. Refer to Implementation cost in Annexure 10 - commercial bill of materials
167	183	12.7	bidder is free to propose on-site/hybrid delivery model	Please validate our understanding that implementation is to be done completely onsite. Only for post go-live support, hybrid <u>model is allowed</u>	Bidder has to be present in operations phase.
168	2		Commercial BoM - Overall summary	Implementation cost should perhaps be only for Y 1 and 2. BPR <u>cost for Y1. Training cost should be for Y1 only</u>	Yes. The understanding is correct.
169	7		Commercial BoM - Implementation cost - Solution implementation	Lines 1-4 mention implementation by OEM. As we understand from RFP, implementation to be done by SI with possible assistance from OEM as needed, not entirely. Implementation will be done during Y1 and 2. Please clarify what is expected is <u>Y2 &amp; 6.</u>	RFP Requirement stands
170	10		Commercial BoM - BPR cost	<u>Please clarify what is PMA</u>	<u>Project Management Assessor</u>
171	11		Commercial BoM - FM manpower cost	Notes mention 2 and 1 shift of FM. RFP document mentions <u>post go live support 24 x 7 x 365</u>	Please refer to RFP. Notes have been modified.
172	11		Commercial BoM - FM manpower cost	Is no. of resources mentioned minimum or exact	Refer to note given in FM Manpower tab of <u>Annexure 10 - Commercial Bill of Materials</u>
173	212	12	Mobility	Kindly specify whether mobility to be expected for collections <u>as well</u>	Yes
174	178	12.5	Eligibility Criteria Compliance	we request for the relaxation of the clause pertaining to turnover of Rs. 500 Crore. <u>to reduce it to 200 Crore</u> we request you to extend the submission data till may 15th 2018	The requirement stands as it is, hence there is no change in clause. Please refer to corrigendum
175	6		Invitation to the Tender		
176	178	12.5 Annexure 5: Eligibility Criteria Compliance	The bidder should have a turnover of Rs. 500 crores over last three financial years from the IT services segment/ system integration of the company from their India Operations <u>Audited Financial statements for the financial years 2014-15, 2015-16 and 2016-17.</u>	Request you change the turnover criteria to 400 Cr as we have 400+ crfor 2014-15, 400++ cr for 215-2016, and 500+ Cr for 2016-17. this will help us to participate and meet the qualification	The requirement stands as it is, hence there is no change in clause.
177		12.5 Annexure 5: Eligibility Criteria Compliance	The bidder should be an OEM or authorized partner of OEM for supply of licenses and solution implementation and maintenance support under warranty/ AMC, for the products required to implement the DMS and LOS. The OEM should provide an authorization letter undertaking to abide by the purchase terms agreed by the bidder.	if bidder does not have this experience then Please clarify if bidder can use the proposed OEM Experience to qualify in this criteria. Purchase order and completion certificate of proposals OEM can be used by bidders. This will help bidder to bring workable solution for this RFP.	The requirement stands as it is, hence there is no change in clause.
178		12.5 Annexure 5: Eligibility Criteria Compliance	<u>Authorization letter by OEM</u> The bidder should have at least one of the following accreditations/ certifications • ISO 9001:2008 • CMMI Level 5 The certificate should be valid as on date of RFP submission.	Request you to change to CMMI level 3 instead of CMMI L5. this will also allow the bidder to participate. CMMI L3 is sufficient to implement the product of this nature. Please allow CMMI L3 company to bid.	The requirement stands as it is, hence there is no change in clause.
179			<u>Copy of the relevant certifications</u> The bidder should have implemented DMS or LOS solution in at least two scheduled commercial banks in India of which at least one implementation should be with min. 1000 users Or OEM's solution for DMS or LOS should have been implemented in at least two scheduled commercial banks in India of which at least one implementation should be with min. 1000 users.  Credential Letter from the client/ Copy of PO along with completion <u>of the project</u>	The OEM/SI should have proven experience in implementation of DMS or LOS solution in at least two scheduled commercial banks in India of which at least one implementation should be with min. 1000 users. SI/OEM should Give the documents as proof.	The requirement stands as it is, hence there is no change in clause.
180	12.16 Annexure 16: Resource Deployment Plan		Bidder should provide the CV of Program Manager and indicative CV of proposed resources. The Bidder also needs to fill the below Resource Deployment which it plans to deploy during the implementation phase of the project. This should comply with the minimum resource requirement mention in the RFP NO: 052018 dated: 13/04/2018.	Please also consider the CV of OEM on the proposed solution if OEM is also part of the implementation along with SI.	The requirement stands as it is, hence there is no change in clause.
181	20	Project Scope-D) Early Warning Signal	Data sources involved for EWS solution are as follows, 1. Core Banking System 2. Trade Finance 3. Treasury 4. LLMS 5. DMS 6. Open Sanction Order 7. Rating System 8. Financial Statements 9. Banks internal documents 10. Third Party Aggregators	i) Proposed new LLMS and DMS system can be integrated with EWS after the stabilization of respective implementation phases.  ii) Overall timelines for EWS integration with the proposed new LLMS and DMS System shall be arrived after the respective implementation and stabilization period.	The requirement stands as it is, hence there is no change in clause.
182	24	Project Scope- Financial Websites	o Asset Class and sector taxonomy o Fund Holdings High Quality Liquid Asset scoring o Asset class taxonomy Shares outstanding	Please provide clarity on definition and usage of these data points	Points are self explanatory
183	29	Supply of software licenses	The bidder is required to provide Perpetual licenses for the proposed Early Warning System to meet the requirements of the RFP	i) Perpetual licenses and Enterprise licenses were asked interchangeably. Is it different from one another. Please clarify.  ii) What is the total number of Users requirement accessing the EWS solution.	Yes, perpetual and Enterprise Wide Licenses are different

184	30	Sizing of hardware	The successful bidder is required to design, size and may assist the Bank in procurement process for the necessary hardware to operationalize the complete LLMS, DMS and EWS solution as proposed in the bid.	Please provide the following details to arrive at hardware sizing:  (i) Approximate portfolio wise number of customers & accounts along with exposure thresholds (Eg: No. of customers & accounts categorized into exposure sizes; Rs. 1 to 5 crores Rs. 5 crore & above)  (ii) Approximate non-fund facilities  (iii) Expected year on year growth rate (no. of accounts) over next 5 years	50 lakhs and above - Approx 13000 1 Crore and above - Approx 5500 5 crores and above - Approx 1300  Non - Fund Facilities - Approx 17000  YOY - 10%
185	73	9.5 Indemnity	The Successful Bidder shall keep the Bank fully indemnified and making good against any loss, direct or indirect, which may subsequently turn into reputational loss to Bank	Please consider 10% of contract value as the indemnity cap.	Clause is under review
186	181	12.5 Annexure 5: Eligibility Criteria Compliance	<b>S.NO.5</b> Proposed EWS solution should be an integrated offering comprising of capabilities in the following areas: - Data Integration and Data Quality - Advanced analytics/ - Case management and Investigation - Rule writing - BI and reporting <del>Additional details to be provided by the bidder:</del>	The requirement of an integrated EWS solution from a single OEM would ensure lower TCO besides eliminating third party interdependence and complexities.  The bank shall accept inbuilt data integration and analytics capability of an EWS solution offered by the OEM.	The requirement stands as it is, hence there is no change in clause.
187	20	Project Scope - EWS	Data sources involved for the EWS solution are as follows: 1. Core Banking System 2. Trade Finance 3. Treasury 4. LLMS 5. DMS 6. Open Sanction Order 7. Rating System 8. Financial Statements 9. Banks internal documents 10. Third Party Aggregators	Please provide the details of installed systems for,  i) CBS (along with version number), ii) Trade Finance, iii) Treasury system, iv) loan sanction renewal, v) existing Loan origination system, vi) rating system, vii) Third party Data Aggregators	The details will be shared with successful bidder
188		General-EWS	Retail Credit is coverage for EWS	i) Whether Retail Credit is covered in the implementation scope.  ii) If so, Please provide number of accounts & Threshold limit, to be monitored in Retail Credit?  iii) Please mention the products available in Retail portfolio.  iv) What type of alerts to be monitored in retail credit.	The whole bank portfolio needs to be covered in EWS. Please refer to RFP for details on exposures. The products will be shared with successful bidder.
189	6	General	Last Date and Time for receipt of tender offers - 03/05/2018 up to 1400 hours.	We request to extend the last date of bid submission by 2 weeks from the date of release of pre-bid responses.  As a process to comply with our internal approvals (like, legal clearance for bidding, EMD approval, functional & technical compliance, etc), we would require minimum 15 working days from the date of receipt of responses to pre-bid queries from Bank of Maharashtra.	Please refer to corrigendum
190	46	5.7 Combined Techno Commercial Evaluation	The techno-commercial score shall be calculated as follows: Total Score = (CLOW / C)*0.3 + (T / THIGH)*0.70.	How the bank would arrive at quoted prices for bidder (represented as C in the formula)?	The C refers to the bidders quoted price after Reverse Auction
191	10	2.9	"A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document."	Sec 2.9 states the "A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document." However, there is 'Annexure 12: List of Deviations Requested' in the RFP that provides liberty to bidders to provide list of deviations. We request bank to delete the statement from sec 2.9 of RFP contradicting Annexure 12.	The deviations accepted by the bank will be considered as a part of RFP
192	30,31	Sizing of the Hardware	3) The following may be considered for sizing of LLMS, DMS and EWS solution	Kindly elaborate the Total number of loan accounts to be monitored for EWS.	Refer to page 27, Phase2.
193	30,31	Sizing of the Hardware	3) The following may be considered for sizing of LLMS, DMS and EWS solution	Average number of daily transactions done on these corporate loan accounts and by other accounts owned by these corporate customers.	The details will be shared with successful bidder
194	30,31	Sizing of the Hardware	3) The following may be considered for sizing of LLMS, DMS and EWS solution	Number of documents to be analyzed	N/A
195	20	Data sources	Data sources involved for the solutions are as follows:	Please clarify which CBS system bank is using	The details will be shared with successful bidder
196	20	Third Party Aggregators		Please clarify which all Third party Aggregator is subscribed by bank	The details will be shared with successful bidder
197	22		The successful bidder needs to integrate the LLMS system after implementation with EWS solution	Please clarify what kind of integration is expected; like Data from EWS to feed back to LLMS or vice versa and if any other please detail.	Data needs to flow from EWS to LLMS and other necessary systems and vice versa.
198	23		The financial and market intelligence from external sources	Please clarify what all external sources/subscriptions are already in place and what all is expected from Bidder	This data will be provided to the successful bidder. For more details please refer to the RFP
199	30		The successful bidder will have to share the requirement of peripheral software such as Operating System, database required with the bank.	Please clarify scope of procurement OS, DB is only with bank rest any other components like h/w, other s/w with ATS will be part of bidder	Only software to be procured by the bidder
200				Please confirm if any of the applications like LLMS, EWS etc will be accessed from internet?	Yes
201	30		Bidder should consider high availability (active-passive) architecture at primary Data-Centre and Disaster Recovery Center.	Please confirm if DR can be non HA mode	No. Please refer to RFP
202	33		The bidder is required to engage the OEM resources for review and validation during the implementation period.	For rationalization request bank to make a certain percentage	The Bidder will engage OEM resources prudently during the phase of implementation. The RFP has allowed to factor for OEM resource effort
203	33		The successful bidder shall factor the OEM's efforts (3 resources) for two months between the pilot stage and complete roll out stage.	Please clarify is this is for each oem separately and same or be leveraged for Validation too	Its 9 Man months of involvement for each product implementation.
204	33		The successful bidder must provide for separate production (at both DC and DRI testing and training environments.	Please confirm if Training and testing env can be combined together as one non prod	It should be separate environment
205			The successful bidder must provide for separate production (at both DC and DRI testing and training environments.	Please indicate % of DC size or be considered for Test and DR	100 % for DR, 5% for test and development
206			The successful bidder must provide for separate production (at both DC and DRI testing and training environments.	Please confirm how many years history data to be loaded for EWS.	All the live accounts should be monitored.
207	72		9.3 Order cancellation	Request bank to provide cure period of 3 months & Instead of entire payment reversal please limit to not delivered impact only.	The requirement stands as it is, hence there is no change in clause.
208	165		Reports should be available in XML, XBRL,	We understand bank is having existing XBRL tool; please confirm same can be extended for this; taxonomy mapping will be bidder responsibility	Bidder has to deliver the reports in the desired format.
209	30	Sizing of hardware	The successful bidder is required to design, size and may assist the Bank in procurement process for the necessary hardware to operationalize the complete LLMS, DMS and EWS solution as proposed in the bid.	Do we have to propose the hardware, Operating System & Database Licenses also or we have to just provide the sizing and quantity which will be required for this setup and then it will be procured by bank. Please clarify.	Bidder has to provide the sizing
210	30	Sizing of hardware	The Bidder shall confirm/ certify that the hardware procured by the Bank based on the information and inputs as furnished by the hardware Bidder for LLMS, DMS and EWS solution	Who will do the implementation and configuration of the Hardware, Operating system, Database etc.?	Installation by the bank and implementation by the bidder, as per the requirements specified in the RFP
211		General Query		What should be the specifications & dimensions for the server Rack	N/A
212		General Query		Do you require KVM and Intelligent PDU as well in the Rack?	N/A
213		General Query		Can we consider the virtualization architecture for this setup?	Yes
214		General Query		Does existing setup (Server Connectivity) is deployed on 10Gbps or 1Gbps network & what connectivity is being used i.e. UTP or Fiber	10 Gbps. Connectivity can be Fiber or UTP
215		General Query		Do we have to propose Network equipments as well? Or just only the port count and architecture?	No, only port count and architecture
216		General Query		What connectivity/protocol will be used for server & Storage connectivity (FC or FCoE)?	FC and Ethernet
217		General Query		Do we have to propose service desk tool as well or only resources?	Only resources
218		General Query		Do you require similar setup (as per primary site) at DR site as well, it means High availability/cluster will be deployed at DR site as well.	Please refer to page 30 of RFP

219	40	Data Migration	The successful bidder is expected to carry out the data migration from existing system(s) to LLMS/DMS wherever applicable	Can you please share the details of Database with version & Edition, Database Size and OS details of existing which needs to be migrated to new setup/solution.	The details will be shared with successful bidder
220	171		Bank requires that the DR site to be sized, configured to provide an RPO of 0 minutes and RTO of 80 minutes	1. This RPO & RTO will be applicable to all the application i.e. LLMS, DMS & EWS 2. Do you require Disaster Recovery Management (DR Monitoring & Automation) solution as well? (As it will be completely separate solution and it will require its own software licenses and additional hardware & OS licenses as well)	1. Yes 2. No
221	173	Replication	Proposed solution should support a two stage backup and recovery process where online data stored on a primary disk array is backed up to a disk-based device (stage one) before being copied to a tape device (stage two) for longer-term storage and eventual archiving.	1. Do we have to provide only Sizing for Backup or do we have to design the solution for Disk to Disk backup and Tape based backup 2. Do we have to provide the commercials for Backup Software, D2D backup appliance and Tape Drives? 3. What will be the backup policy with retention period? 4. Can you please share the details of existing backup software used at Bank/branches/Regional/Head Office level?	The details will be shared with successful bidder
222		Suggestion		As there is no specification mentioned about the Server and Storage, we request to mentioned minimum hardware configuration in the RFP, so all bidders will propose at least the same platform.	x86 based VMs
223	18	4.3	Core Banking Solution	which is the existing CBS ? Will it have ready api to integrate	The details will be shared with successful bidder
224	18	4.3	Other Banking System	List Other banking system and their API availability	Please refer to Annexure 21 (The list is indicative)
225	18	4.3 B	Lead Management System implementation should support all delivery channels including Branches, Web Requests and any other channel as identified by the bank over the duration of contract where	Kindly provide complete list of delivery channels, will it be required to extend it on Mobile too	Yes. It needs to be extended to mobiles
226	32-33	Implementation Plan #2 - Tables	Not Applicable.	Together with Bank's identified applications, DMS, LLMS and EWS - how many integrations are factored in total? This is for effort estimation	Please refer to Annexure 21 (The list is indicative)
227	100	17.5	The system shall provide Image processing libraries that support image enhancements, and other imaging features like compression and extraction etc.	Integration framework does not provide any image processing capabilities. We need specific service/library for that. Does bank already have any, or we are suggested to consider a new one?	The bidder needs to consider a new one.
228	103	Risk Information: 5	External Risk Rating (Through Integration)	How many external integration touchpoints in total?	Bank currently has 7 touchpoints. This may increase in near future
229	106	Integration Readily Available	Not Applicable.	How many interfaces and integration touchpoints we can consider for external integrations?	Information provided on page number 106 is sufficient
230	NA	NA	NA	What is the expected maximum transactions per second (TPS)?	This data will be provided to the successful bidder.
231	167	Workflow Management	NA	What are the maximum number of workflows? What are the maximum number of users accessing those workflows parallelly?	N/A
232	167	Workflow Management	NA	Where those user LDAP would reside? Does this application integrate with existing user base?	In DC and DR
233	167	Workflow Management	NA	What is expected total number of rules?	N/A
234	89	12.1	Document Management System	Are you planning to automate any document centric workflows process?	Yes
235	100	12.1	Integration Capabilities	How many systems/applications needs to be integrated with DMS except CBS/HRMS? How many integration touch points will be there? E.g. - SAP	Legal, Audit, taxation, HRMS, CBS. The list may extend in future
236	90	12.1	Document Capture	In ongoing activities, how many documents will be uploaded/added into DMS on a daily/monthly/yearly basis?	The bidder has to estimate this based on best practices in the industry. Please refer to RFP
237	96	12.1	Access Control	How many users will be accessing the DMS system alone? And what would be the max. concurrency of DMS usage ?	Please refer to point 3 on page 31
238	88	12.1	Proposed DMS software should be platform Independent. It should support commonly used open source and proprietary platforms (OS, DB, Web Server, App Server, monitoring platforms etc.)	Any specific preference for open source platform / any other platform, please specify	N/A
239	71	12.1	System should support Oracle, MS SQL, PostgreSQL Database	Do we need to quote for all supported DB separately?	Bank is procuring the database itself
240	88	12.1	The solution should be compatible with technologies and communication platform running with bank. For the purpose, it should be	Please specify all running technologies and communication?	x86 based hardware
241	88	12.1	Compatible with current and previous version of operating systems, such as Windows servers, and Windows desktops etc., running in the bank	Please specify all running OS version details?	Windows Server and Redhat
242	92	12.1	Unlimited custom fields (document meta-data)	At Max how many custom fields are required?	The details may be shared with successful bidder
243	10	2.9 Acceptance of Terms	A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document	Request customer to consider Bidders deviations	The bidder needs to share the list of deviations according to annexure 12.  The acceptance of deviations will be at the discretion of the bank
244	11	3.3 RFP Validity Period	RFP responses will remain valid and open for evaluation according to their terms for a period of at least six (6) months from the RFP closing date.	RFP responses will remain valid and open for evaluation according to their terms for a period of at least <b>three six (63) months from the RFP closing date.</b>	The requirement stands as it is, hence there is no change in clause.
245	29	Supply of Software Licenses	2) The bidder should provide enterprise wide, perpetual licenses for the proposed Scanning, LLMS and DMS application. 3) The bidder is required to provide Perpetual licenses for the proposed Early Warning System to meet the requirements of the RFP	2) The bidder should provide enterprise wide, <b>limited period</b> <del>perpetual</del> licenses for the proposed Scanning, LLMS and DMS application. 3) The bidder is required to provide <b>limited period</b> <del>Perpetual</del> licenses for the proposed Early Warning System to meet the requirements of the RFP	The requirement stands as it is, hence there is no change in clause.
246	30	Supply of Software Licenses	11) The ATS support for LLMS, DMS and EWS solution as defined above should include the following: a. All minor and major version upgrades during the period of contract at no extra cost b. Program updates, patches, fixes and critical security alerts as required c. Documentation updates	11) The ATS support for LLMS, DMS and EWS solution as defined above should include the following: a. All minor and major version upgrades during the period of contract at <b>no</b> extra cost b. Program updates, patches, fixes and critical security alerts as required c. Documentation updates	The requirement stands as it is, hence there is no change in clause.
247	34	11	The successful bidder is expected to customize the solution based on requirements of bank. All the statutory and regulatory requirements of the bank, impacting the applications to be implemented under the scope of this project, will be provided to the bank at no additional cost to the Bank during the period of the contract. For any customization related to source code, necessary support shall be provided by the OEM.	The successful bidder is expected to customize the solution based on requirements of bank. All the statutory and regulatory requirements of the bank <b>at the time of signing of the contract</b> , impacting the applications to be implemented under the scope of this project, will be provided to the bank at no additional cost to the Bank during the period of the contract. For any customization related to source code, necessary support shall be provided by the OEM.	The requirement stands as it is, hence there is no change in clause.
248	45	5.6 Commercial Bid Evaluation	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.	We seek to delete this clause	The requirement stands as it is, hence there is no change in clause.
249	61	7.5 Overall Liability of the Bidder	The bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the TCO. The bidder's liability in case of claims against BANK resulting from willful misconduct or gross negligence of the bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights, breach of confidentiality, or violation of any legal, regulatory, statutory obligations shall be unlimited.	<b>Notwithstanding anything to the contrary elsewhere, contained in this agreement, bidder shall not be, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages.</b> <b>Notwithstanding anything to the contrary elsewhere, contained in this agreement,</b> the bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the TCO. The bidder's liability in case of claims against BANK resulting from willful misconduct or gross negligence of the bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights, breach of confidentiality, or violation of any legal, regulatory, statutory obligations shall be unlimited.	The requirement stands as it is, hence there is no change in clause.



250	65	8.2.1.23	By submitting a proposal, the bidder agrees to promptly contract with the Bank for any work awarded to the bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected.	By submitting a proposal, the bidder agrees to promptly contract with the Bank for any work awarded to the bidder, <del>as per the agreed terms of this RFP.</del> Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected.	The revised clause should be read as: By submitting a proposal, the bidder agrees to promptly contract with the Bank for any work awarded to the bidder, as per the agreed terms of this RFP. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a
251	65	8.2.1.25 Performance Guarantee	The bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the bidder's inability to meet the established delivery dates, that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the amount actually spent by the Bank for procuring similar deliverables and services or is limited to 10% on the total cost whichever is higher.	The bidder must strictly adhere to the delivery dates or lead times identified in their proposal. <del>Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the bidder's performance.</del> In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the bidder's inability to meet the established delivery dates, that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the <del>amount actually spent by the Bank for procuring similar deliverables and services or is limited to 3-40% the charges that were payable to the bidder for the affected service on the total difference cost whichever is higher.</del>	The requirement stands as it is, hence there is no change in clause.
252	71	9.2 Compliance with all applicable laws	The bidder shall undertake to observe, adhere to, abide by, comply with and notify the 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 the 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. 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.	The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force <del>or as are or as made applicable in future,</del> 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/ 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. 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 <del>and all consequences</del> 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.	The requirement stands as it is, hence there is no change in clause.
253	72	9.4 Limitation of Liability	Vendor'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.	<del>Notwithstanding anything to the contrary elsewhere contained in this agreement, bidder shall not be, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages.</del> <del>Notwithstanding anything to the contrary elsewhere contained in this agreement,</del> Vendor'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.	Clause is under review
254	72	9.4 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.	Under no circumstances Bank of Maharashtra shall be liable to the selected vendor for <del>direct</del> 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.	Clause is under review
255	72	9.4 Limitation of Liability	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, <u>which is attributable to Vendor</u> , Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against <del>vendor</del> .	The requirement stands as it is, hence there is no change in clause.
256	73	9.5 Indemnity	Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder, (iii) use of the allocated site and/or facility provided by Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement. Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment's providing facility to Bank's equipments at all points of time,	<del>Bidder shall indemnify, defend, and hold harmless the other Bank and its officers and directors, employees, agents, and representatives from and against any damages, costs, attorneys' fees, penalties, fines, liabilities, or expenses that arise from third Party actions or claims against the Indemnitee, to the extent the Bidder has proximately caused.</del> (a) death or injury to persons; (b) damage to tangible property; (c) a violation of applicable laws; (d) infringement of a third Party's intellectual property rights where such third Party is located in either the country where the Services were provided or received, provided however that Bidder shall not have any liability to Company under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by Bank where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by Company; (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) <u>modifications of a Deliverable by anyone other than bidder where the unmodified version of the Deliverable would not have been infringing.</u> <u>bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, bidder obtains for Bank the right to continue using such Deliverables as provided without</u>	Clause is under review
257	73	9.5 Indemnity	Successful Bidder's should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: Loss of data due to Bidder provided facility.	We seek to propose the following language: <del>Notwithstanding anything to the contrary elsewhere contained in this Agreement, Successful Bidder's liability in case of Loss of data due to Bidder shall be within the limitation of liability cap as agreed by the parties in Section 9.4 of this RFP.</del>	Clause is under review
258	74	9.7 Performance Bank Guarantee	As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) (issued by a scheduled commercial Bank other than Bank of Maharashtra) acceptable to Bank for 10% of the total project cost – for 5 years including claim period of 6 (six) months hence 66 months in total, validity starting from its date of issuance	As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) (issued by a <del>scheduled</del> commercial Bank other than Bank of Maharashtra) acceptable to Bank for 10% of the total project cost – <del>for 5 years including claim period of 6 (six) months hence 66 months in total,</del> validity starting from its date of <del>issuance</del> .	<del>As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) (issued by a scheduled commercial Bank other than Bank of Maharashtra) acceptable to Bank for 10% of the total project cost – for 66 months in total, validity starting from its date of issuance.</del>

259	75	9.8 Inspection of records	All records captured – video, security register, access control of Bank's, hardware movement, helpdesk tickets, escalations etc. for the allocated server room, NOC room and any other area provided to the Bank shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.	All records captured – video, security register, access control of Bank's, hardware movement, helpdesk tickets, escalations etc. for the allocated server room, NOC room and any other area provided to the Bank shall be made available to the Bank or its designees at any time during normal business hours at a mutually acceptable time during each respective PO and for a period of one year thereafter, <del>as often as the Bank deems necessary – not more than two times each calendar year</del> to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information <u>and personnel related information</u> would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. <u>Bank agrees to give Service Provider at least 30 days prior written notice of its intent to inspect Service Provider's records.</u>	The requirement stands as it is, hence there is no change in clause.
260	77	Liquidated Damages	If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudices to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.	If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudices to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is <del>3</del> 4% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.	The requirement stands as it is, hence there is no change in clause.
261	80	9.16 1 b Exit option and contract re-negotiation+B32	The selected bidder commits a breach of any of the terms and conditions of the contract.	The selected bidder commits a breach of any of the terms and conditions of the contract <u>and fails to cure the same within 30 days</u>  Request to add the following,  <u>In the event of termination by customer, the Bidder shall be paid for the:</u> <u>1. goods delivered</u> <u>2. services rendered</u> <u>3. work in progress</u> <u>4. unpaid AMCs</u> <u>5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts</u> <u>5. unrecovered investments shall be paid by customer as per Provider's records.</u>	The requirement stands as it is, hence there is no change in clause.
262	81	9.16 3 Exit option and contract re-negotiation	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.	We seek to delete this clause	The requirement stands as it is, hence there is no change in clause.
263	83	9.22 Termination	The Bank shall be entitled to terminate the agreement at any time by giving notice if: a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.	The Bank shall be entitled to terminate the agreement at any time by giving notice if: a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is <del>not cured within 15 30 days from the date of notice</del> We seek to discuss this clause as the bidder should be paid for the following during the termination: 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 5. unrecovered investments shall be paid by customer as per	The requirement stands as it is, hence there is no change in clause.
264	84	9.23 4 Effect of termination	The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the 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 seek to discuss this clause as the bidder should be paid for the following during the termination: 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 5. unrecovered investments shall be paid by customer as per	The requirement stands as it is, hence there is no change in clause.
265	175	Declaration	We confirm that this response, for the purpose of short-listing, is valid for a period of 180 days, from the date of expiry of the last date for submission of response to RFP.	We confirm that this response, for the purpose of short-listing, is valid for a period of <del>120</del> 180 days, from the date of expiry of the last date for submission of response to RFP.	The requirement stands as it is, hence there is no change in clause.
266	177	12.4 Annexure 4: Conformity Letter	We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Annexure 12 of the main TENDER DOCUMENT which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid TENDER DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.	We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Annexure 12 of the main TENDER DOCUMENT which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid TENDER DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept, <u>by expressly communicating</u> , any such extraneous conditions and deviations will be final and binding on us.	The requirement stands as it is, hence there is no change in clause.
267	182	12.6 Cover Letter	If our Bid is accepted, we undertake to abide by all terms and conditions of this tender and also to comply with the delivery schedule as mentioned in the Tender Document.	If our Bid is accepted, we undertake to abide by all terms and conditions of this tender <u>along with our deviations</u> and also to comply with the delivery schedule as mentioned in the Tender Document.	The bidder needs to share the list of deviations according to annexure 12.  The acceptance of deviations will be at the discretion of the bank.
268	189	12.11 Compliance Statement for Reverse Auction	We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the Earnest Money Deposit. We also understand that the bank may debar us from participating in future tenders.	We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the Earnest Money Deposit. <u>We also understand that the bank may debar us from participating in future tenders.</u>	The requirement stands as it is, hence there is no change in clause.
269	189	12.11 Compliance Statement for Reverse Auction	We, hereby confirm that we will honour the Bids placed by Mr. _____, on behalf of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.	We, hereby confirm that we will honour the Bids placed by Mr. _____, on behalf of the company in the auction process, failing which we will forfeit the EMD. <u>We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.</u>	The requirement stands as it is, hence there is no change in clause.
270	194	3.12 Integrity Pact	If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.	We seek deletion of this clause	The requirement stands as it is, hence there is no change in clause.
271	195	6.1.4 Integrity Pact	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.	We seek deletion of this clause	The requirement stands as it is, hence there is no change in clause.
272	196	6.1.7 Integrity Pact	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.	We seek deletion of this clause	The requirement stands as it is, hence there is no change in clause.
273	196	7.1 Fail Clause:	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	We seek deletion of this clause	The requirement stands as it is, hence there is no change in clause.

274		Bidderal Protection	Clause not present in RFP	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.	The requirement stands as it is, hence there is no change in clause.
275		SNR	Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer	Please refer to the RFP
276		Risk and Title	Clause not present in RFP	Notwithstanding anything to the contrary contained elsewhere in the contract, The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer.	The requirement stands as it is. Hence there is no change in the clause
277		Saving Clause	Clause not present in RFP	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	The requirement stands as it is, hence there is no change in clause.
278		Deemed Acceptance	Clause not present in RFP	Products/Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of non-acceptance by the Customer.	The requirement stands as it is, hence there is no change in clause.
279		Pass Through Warranty	Clause not present in RFP	Bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Bidder shall not provide any additional warranties and indemnities with respect such products.	The requirement stands as it is, hence there is no change in clause.
280		ERV	Clause not present in RFP	"It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ ("Base Exchange Rate"). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent (2%), the prices shall be charged as per the then current exchange rate."	The requirement stands as it is, hence there is no change in clause.
281		Change Order	Clause not present in RFP	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.	The requirement stands as it is, hence there is no change in clause.
282		Additional Hardware	Clause not present in RFP	Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any additional Hardware under the Agreement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order.	Please refer to point 4 on page 31 and refer to Sizing of hardware on page 30 Both these points convey that the responsibility of the sizing lies with the bidder If at any point of time, the sizing is found to be inadequate, bidder has to supply the respective components at no extra cost.
283		Upgrades/Enhancements	Clause not present in RFP	Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any upgrade/enhancement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order.	As per the OEM Policy, any upgrade/enhancement has to be provided to Bank by bidder at no additional cost to the bank
284		Penalty Cap	Clause not present in RFP	Nothing withstanding anything contained here, including annexures etc, the maximum aggregate penalty against the bidder for all claims, by which ever name so called, shall be limited to 3% of the respective SOW/PO and shall be in lieu of all available remedies. Also, Bidder does not agree to any form of risk transfers.	The requirement stands as it is, hence there is no change in clause.
285		Force Majeure		Bidder is not responsible for delays caused by the reasons of strikes, changes in Government Regulations, labor disputes, wars, acts of God or any other such reason beyond its reasonable control.	Refer to point 9.14 covered on page 79. The clause remains unchanged
286	60	7.5 Penalties for delayed implementation	The System should be delivered as per the schedule from date of placement of Order and vendor should give a certificate that all modules have been deployed in the Bank's server. Penalty will be applicable for late delivery of the customized software. The bidder will be provided with a correction period of 1 week and then subsequently for each week of delay, 0.25% of the order value of the associated product or service will be deducted as penalty; maximum penalty would be 10% of the order value including all kinds of attributed penalties and liquidated damages. Bank reserves the right to cancel order at any time if the product is not delivered as per scheduled delivery date and claim 10% cost of the order value as penalty. The bank in course of such event of delivery of software and configurations will provide adequate support as agreed between the SI and the Bank to ensure smooth operations management.	The System should be delivered as per the schedule from date of placement of Order and vendor should give a certificate that all modules have been deployed in the Bank's server. Penalty will be applicable for late delivery of the customized software. The bidder will be provided with a correction period of 1 week and then subsequently for each week of delay, 0.25% of the order value of the associated product or service will be deducted as penalty; maximum penalty would be <del>10%</del> 3% of the order value including all kinds of attributed penalties and liquidated damages. Bank reserves the right to cancel order at any time if the product is not delivered as per scheduled delivery date and claim <del>10%</del> 3% cost of the order value as penalty. The bank in course of such event of delivery of software and configurations will provide adequate support as agreed between the SI and the Bank to ensure smooth operations management.	The requirement stands as it is, hence there is no change in clause.
287	64	8.2.1.15 Price Bids	The price quoted by the bidder should be inclusive of all taxes, duties, levies, etc. except GST. GST will be paid at actuals. There will be no price escalation during the contract period and any extension thereafter.	Any variation in applicable taxes, whether resulting into increase in rate of taxes or levy of new taxes or reduction in rate of taxes or abolition of existing taxes, shall be borne by the Customer.	GST will be paid at actuals. (Remove: service tax)
288	64	8.2.1.20.1 Price Comparisons	The Price offer shall be on a fixed price basis and should include: All taxes, duties and levies, Service Tax of whatsoever nature if any; and Services which are required to be extended by the bidder in accordance with the terms and conditions of the contract.	Any variation in applicable taxes, whether resulting into increase in rate of taxes or levy of new taxes or reduction in rate of taxes or abolition of existing taxes, shall be borne by the Customer.	GST will be paid at actuals. (Remove: service tax)
289	72	9.3 Order Cancellation	The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone: ☐ Delay in site readiness and handing over the site to the Bank. ☐ Serious discrepancy in the quality of service / facility / security. ☐ In case of order cancellation, any payments made by the Bank to the bidder would necessarily have to be returned to the Bank with interest @ 15% per annum, further the bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder. This is after repaying the original amount paid.	The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone: ☐ Delay in site readiness and handing over the site to the Bank. ☐ Serious discrepancy in the quality of service / facility / security. ☐ In case of order cancellation, any payments made by the Bank to the bidder would necessarily have to be returned to the Bank with interest @ 15% per annum, further the bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder. This is after repaying the original amount paid.	The requirement stands as it is, hence there is no change in clause.



290		Termination		<p>Either Party shall have the right to terminate this Agreement at any time:</p> <p>With Cause – in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days.</p> <p>In the event of termination by owner, the Bidder shall be paid for the:</p> <ol style="list-style-type: none"> <li>1. goods delivered</li> <li>2. services rendered</li> <li>3. work in progress</li> <li>4. unpaid AMCs</li> <li>5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts</li> <li>6. unrecovered investments shall be paid by customer as per termination schedule</li> </ol>	The requirement stands as it is, hence there is no change in clause.
291		General		Can a bidder choose to bid for only one of the required solution. Can the bank help with the deviation for the same.	No. The bidder has to bid for all the solutions as mentioned in the RFP
292		General		Request bank to extend the submission timeline, in light of the comprehensive requirements shared for responses, as part of RFP.	Please refer to corrigendum
293	22	Section 4.1	The Bidder will also furnish a certificate from the CBS OEM declaring their compliance of price approval from the CBS OEM. The certificate needs to be submitted by the bidder along with the Eligibility Bid.	Kindly clarify the reference of "Compliance of price approval". Not clear on the exact requirement, in terms of deliverables here.	<i>The clause stands deleted</i>
294	55	Section 7.1	Service Level Availability is to be measured and reported on a monthly basis by bidder and will be validated by BANK to its satisfaction.....	The penalties are mentioned against each business service, in some of the special cases, it may not be possible to adhere to SLAs and periodicity. Kindly confirm if bank is ready to discuss all these penalties and finalize the same as per mutual agreement. Further, please also confirm if bank can exempt these penalties in some of the special cases, on time to time basis.	The requirement stands as it is, hence there is no change in clause.
295	60	Section 7.4		The bidder request for discussion of all these penalty clauses, during contract discussion stage and finalize the same based on mutually agreed terms and conditions.	The requirement stands as it is, hence there is no change in clause.
296	82	Section 9.17	All Biddernal 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.	Kindly confirm that the bidder will continue to hold the IPR of the proposed solution. However Bidder agrees to transfer the IPR of the bank specific requirement delivered over the base product. This will need to be discussed in detail with bank. Hope bank will be open for such discussions.	The requirement stands as it is, hence there is no change in clause.
297	12.5 Annexure 5: Eligibility Criteria Compliance Point No 3		The bidder should have a turnover of Rs. 500 crores over last three financial years from the IT services segment/ system integration of the company from their India Operations	<p>We request you to kindly make it reasonable considering the fact that new start-ups will not be able to qualify for the bid.</p> <p>We request you to kindly make change it to : Bidder who are registered under Startup India should have minimum turnover of Rs. 1 Crore in the last financial year as per latest Audited Balance Sheet and should submit a certificate from the CA that they have Rs. 1 crore turnover for the current year i.e. 2017-18 and companies registered under MSME should have minimum turnover of Rs. 3 Crore in the last financial year as per latest Audited Balance Sheet and should submit a certificate from the CA that they have Rs. 3 crore turnover for the current year i.e. 2017-18.</p> <p>This is in line with the guidelines issued by the Startup ministry, GOI, MSME Department and CVC.</p> <p>Please find the attached circular in the mail of: Government of India Ministry of Finance Department of Expenditure Procurement Policy Division</p>	The requirement stands as it is, hence there is no change in clause.
298		Point No 10	The bidder should have implemented DMS or LOS solution in at least two scheduled commercial banks in India of which at least one implementation should be with min. 1000 users or OEM's solution for DMS or LOS should have been implemented in at least two scheduled commercial banks in India of which at least one implementation should be with min. 1000 users.	We request you to kindly modify it as:-  OEM's solution for DMS or LOS should have been implemented in at least one scheduled commercial banks in India and also it should be Min. 600 users.	The requirement stands as it is, hence there is no change in clause.
299		For DMS and LOS OEM Vendor Point No 4 Point No 7	The proposed DMS solution (or any of its previous versions) should have been implemented in at least two scheduled commercial bank in India with at least 1000 branches  The proposed LOS solution (or any of it its previous versions) should have been implemented in at least two scheduled commercial banks in India with at least 1000 branches.	We request you to kindly modify it as:-  OEM's solution for DMS or LOS should have been implemented in at least one scheduled commercial banks in India and also it should be Min. 200 branches.  The proposed LOS should have been implemented in at least one scheduled commercial banks in India and also it should be Min. 200 branches.	The requirement stands as it is, hence there is no change in clause.
300		Early Warning Signal (EWS) solution Point No.1	The proposed solution must have been successfully implemented or is currently under implementation in at least one scheduled commercial bank in India with minimum of 1000 branches in India.	Banks have only recently initiated EWS. You are requested to please remove this clause.	The requirement stands as it is, hence there is no change in clause.
301	102	Technical compliance – Retail LOS feature – point no.23	Employer TML Segmentation	Kindly describe the requirement in detail	Employer Target Market Loan Segmentation
302	178	12.5.3	The bidder should have a turnover of Rs. 500 crores over last three financial years from the IT services segment/ system integration of the company from their India operations	Requesting to please amend this clause to Rs.50 Crores	The requirement stands as it is, hence there is no change in clause.
303	179	12.5.8	The bidder should have at least one of the following accreditations/ certifications • ISO 9001:2008 • CMMI Level 5 The certificate should be valid as on date of RFP submission.	Please amend it to CMMI Level 3 instead of Level 5 for better competition	The requirement stands as it is, hence there is no change in clause.
304	179	12.5.10	<del>Cover of the relevant certifications</del> The bidder should have implemented DMS or LOS solution in at least two scheduled commercial banks in India of which at least two scheduled commercial banks in India of which at least one implementation should be with min. 1000 users	The company should have implemented DMS solution in any of the State/ Center Govt. Private organization/ Banking sectors for maximum participation	The requirement stands as it is, hence there is no change in clause.
305	180	12.5.7 (For DMS and LOS OEM Vendor)	The proposed solution (or any of its previous versions) should have been implemented in at least two scheduled commercial banks in India with atleast 1000 branches	The company should have implemented DMS solution in any of the State/ Center Govt. Private organization/ Banking sectors for maximum participation	The requirement stands as it is, hence there is no change in clause.
306	180	12.5.1(Early Warning Signals EWS Solution)	The proposed solution should have been implemented or should be under implementation in at least one scheduled commercial bank in India with atleast 1000 branches	The company should have implemented DMS solution in any of the State/ Center Govt. Private organization/ Banking sectors for maximum participation	The requirement stands as it is, hence there is no change in clause.
307	180	12.5.4(Early Warning Signals EWS Solution)	The proposed solution should have at least 45 RBI alerts/ use cases as defined by RBI under Early Warning Signals (EWS) for Red Flagged accounts and SMA accounts	The bidder should have customized the proposed software in due course of time with change management systems	The requirement stands as it is, hence there is no change in clause.
308			"After processing and generation of Sanction Letter in LLMS data will be uploaded in CBS for account opening and for further processes. The bank aims to perform part of recovery, collection and NPA operations through LLMS"	Though the LLMS is expected to manage the loan life cycle end to end, the loan account opening, loan management and disbursement will continue to be in CBS. Please validate our understanding.	The loan account will be opened through the LLMS system. The bank and its agents will use the LLMS system for the loans. Once the account is opened in the solution it's the solution responsibility to open the relevant account in CBS and fetch all the details from CBS. The solution supplied will act as one point for managing loans
309	Page 101	11	Loan Origination specification Customized unified desktop showing Customer Activity and Initiation of new cases	Please clarify in this requirement	A single customizable screen should be provided that helps in checking the customer activities and the status of new leads
310	Page 102	30	Ability to define Direct Selling Agents	We understand this requirement as a data capture of the DSA linked to the loan application. Please validate	A master should be available in the system to define the DSA and the ability to appoint to the referred applications
311	Page 102	8	Capture Referrer Details for Incentive management	Are incentives to be calculated in the proposed system?	Yes.

312	page 104		Disbursement 1 Online Account Creation 2 Drawdown Schedule Configuration 3 Disbursement - Full & Partial 4 Amortization Schedules 5 Multiple Repayment Modes like Balloon 6 Moratorium Step up/ down	In page 16, envisioned LMS process, account opening and loan management are supposed to be managed in the existing CBS of the bank. However in page 104 under the Loan origination specification, Under section disbursement, online account creation, disbursement etc are expected out of the proposed system. Please clarify in which system, the loan account opening and subsequent management of the loan till maturity will be handled.	The loan account will be opened through the LMS system. The bank and its agents will use the LMS system for the loans. Once the profile is generated in the solution it's the solution responsibility to open the relevant account in CBS and fetch all the details from CBS. The solution supplied will act as one point for managing loans
313	page 106		Misc Features-Available on iBPS Platform	Please elaborate on this requirement	<i>The revised clause should be read as. The bidder shall provide configurable business management tool to meet today's and future requirement through mere configuration. It should allow users to make changes in business rules, process workflow and product parameters. It should have a process modeller so that the bank can create workflows rapidly on its own. Basic reusable snippets shall be present</i>
314	page 106		Advanced Features - Collaterals & Covenant Monitoring 1 Covenant Monitoring Email Configuration 2 Collaterals Monitoring Email Configuration	Please elaborate on this requirement	Emails should be generated for all the triggers in the system (related to covenant and collaterals)
315	page 106		Web Channel - Initiation from Web Portal, Internet Banking, Loan Aggregator	We understand that the proposed system needs to interface with loan aggregator portal from where loan applications maybe initiated. Please validate	Yes, the solution which include lead management system will be responsible for managing the leads through all the channels. Bidder shall interface the same with different portals of the bank.
316	page 107	12	12 Define and support loan products Working Capital Loan Term Loan Non Fund Based lines (LC, BG, etc.)	In case of Non fund based lines and Hire purchase, we understand that the expectation here is to only originate the applications for non fund based lines and HP. The management will be done in the CBS. Please validate.	Yes the understanding is correct
317	page 108	18	18 Define and manage different origination channel	What are the origination channels needed to be managed	Please refer to point B on page 19
318	page 109		Customer portal for document upload	Is the requirement to provide a portal or interface with an existing portal	Bidder has to interface with the existing portal of the bank.
319	page 112		Account Monitoring (Conduct of Accounts) - indicative list 1 Deposit 2 Overdraft 3 Term Loan 4 Letter of Credit 5 Bank Guarantee	Please elaborate on this requirement in the context of LOS	The solution should be able to monitor the accounts of borrowers. This is a requirement as per RBI to understand the flow of funds of the borrowers.
320			Infra	Number of year to be considered for sizing	RFP Contract period is of 5 years
321				Preferred Application Server (Websphere/Weblogic)	The solution should be application server agnostic. Bidder has to provide the middleware licenses (if any). The same needs to be factored in bill of material.
322				Is high availability required. Please specify the required High Availability in % (99.5%, 99.9% etc)	Please refer to SLA. The uptime defined takes into account HA (Active-Passive)
323				Platform preference (RISC / Intel )	Solution should be platform agnostic
324				Hardware Platform preference (IBM Power/ SUN/HP/Dell )	Solution should be Hardware OEM agnostic
325				Preferred Deployment Topology by Customer (e.g 3 Node deployment (Separate Web, Apps & DB), 2 Node ( Web/apps & DB) 1 Node ( web/apps/DB)	3 node deployment web +apps+DB
326				Is virtualization between various layers acceptable. If yes, please confirm your preferred virtualization tech	x86 based VMs
327				In case Customer wishes to use any of the existing hardware for this project, please provide details of the same.	The details will be shared with successful bidder
328				Data retention period to be considered while sizing SAN storage	Data retention period will be shared by the bank to successful bidder
329				Does the Customer have any Policy that restricts proposing open source components	Please refer to point RR on page 29 of RFP
330				Please provide your reporting volumes that are generated per day/ month	Not relevant. Please refer to the SOW
331				In case DR site is needed then please mention the RTO and RPO expectations for the application	Please refer to point no 4.6 at page 171
332				Does the Customer prefers a separate reporting server	No. Only the sizing needs to be provided by successful bidder
333	pg no 178	4	4 Eligibility Criteria The bidder should have profit before tax for at least 2 out of last 3 financial years from their India operations	The bidder should be a Profit making company for two (2) out of FOUR(4) financial years. OR The bidder should have a positive Networth for the last FOUR(4) financial years. Alert Generation and management system - What kind of alerts is required like email, SMS etc.,	The requirement stands as it is, hence there is no change in clause.
334	15		15 The proposed EWS solution should have followings		Please refer to the RFP
335	15		15 Current LMS process - AS-IS	Application Process and Sanction - Does it involve any approval workflow in place? If yes, does required to collect the data from different systems to support the approver action?	Please refer to the RFP for basic process flow
336	14		14 Project Details	What are the DMS software being used in existing DMS system.	The bank is not using a DMS system presently
337	14		14 Project Details	What is the current volume of documents size in the DMS ? Is it required to migrate to new system ?	Repeated Query
338	14		14 Project Details	How many users need to access the DMS application	Please refer to page 31 in the RFP
339	14		14 Project Details	Are we using any scanning application to upload the scanned documents? If yes how many scan documents upload per day ?	No, we do not have any such application
340	14		14 Project Details	Is there any rendition services used to convert scanned document to Pdf or the specified type ?	No
341	14		14 Project Details	Is there any other application integrate with DMS ?	Details will be shared with successful bidder. Please refer to Annexure 20 List of Interfaces
342	18		18 Project Scope	How many reports need to be implement in term of Stock Inspection Reports / Compliance	Please refer to the RFP. Other details will be shared with successful bidder.
343	152	5	5 Support the data quality measurement on an on-going basis embedded into batch, near-time and real-time process	Is the existing system being considered as a source for any other systems that the bank is developing/developed? Please revisit the "RPO of 0 minutes".	The data can be from the existing or new system
344	171	4.6			The requirement remains as it is. There is no change in the clause
345	173	9.1		How long will the data have to be retained in the tapes?	The details will be shared with the successful bidder
346	155		155 Rules Capabilities	What does unstructured data comprise of: Images/texts?	Both images and text
347	152		152 Data Integration / Availability	Should MDM , text mining , network analysis be a separate system?	The bidder has to provide them as a part of the solution