

Changes in RFP Clauses

RFP 052019 (Supply, Customization, Deployment, Maintenance and Support Of An Integrated Human Resource Management System)

Sr.No	RFP page no.	Clause no.	Parameter	Old Clause as per RFP	Modified as
1.	13	clause no 4 para 9	Purpose	The various designated authorities should be able to work on and/or upload data to / download data from HRMS application, as per defined levels of access and permissions. The solution should also support upload of manually prepared data at Head Office / Zonal Offices.	The various designated authorities should be able to work on and/or upload the required data of Bank to HRMS application or download the data from HRMS application, as per defined level to access with the permission of appropriate authority. The solution should also support/Upload the manually prepared data at Head Office/Zonal Offices. Data should be verified by the HRM/Staff department of HO & concerned ZOs."
2.	18	4.2.1	Project Scope	Based on the contents of the RFP, the Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same and the resource and the equipment requirements.	Based on the contents of the RFP, the Bidder shall be required to arrive at a solution independently, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same and the resource and the equipment requirements.
3.	19	4.2.1	point 5 2nd line of 2nd para	The Bidder will be the single point of contact / reference to the Bank. The Bank will enter into agreement with selected Bidder only.	The Bidder will be the single point of contact / reference to the Bank. The Bank will enter into an agreement with selected Bidder only.
4.	19	4.2.2	Involvement of a Senior Enterprise Architect	The SEA is expected to be involved at minimum 50% of the total project period (6 years). E.g. If project period is for 100 man months, the SEA should be involved in the project for a minimum 50 man months over the project period. The bidder should ensure that the same should be reflected in the Commercial Bid i.e. SME effort estimation	The SEA is expected to be involved at minimum 50% of the total project period (6 years). E.g. If project period is for 100 man months, the SEA should be involved in the project for a minimum 50 man months over the project period. The bidder should ensure that the same should be reflected in the Commercial Bid i.e. SEA effort estimation
5.	19	4.2.2	Involvement of a Senior Enterprise Architect	Participate in the final User Acceptance Testing exercise from a Quality Assurance perspective. The SME is expected to certify that the solution is fit to go-live from a functional perspective meeting all the bank's requirements for all modules and all phases	Participate in the final User Acceptance Testing exercise from a Quality Assurance perspective. The SEA is expected to certify that the solution is fit to go-live from a functional perspective meeting all the bank's requirements for all modules and all phases
6.	19.	4.2.2	Involvement of a Senior Enterprise Architect	Design HR & Analytical dashboards for the senior and middle management. The SME is expected to provide inputs as	Design HR & Analytical dashboards for the senior and middle management. The SEA is expected to provide inputs as
7.	19	4.2.2	Indicative Scope of Work for the SEA is as follows but not limited to:	The SME will be responsible for reviewing the FRSM and detailed HR procedures and processes manuals as appropriate and certify that it covers the bank's needs and identifies all relevant customizations in the solution.	The SEA will be responsible for reviewing the FRSM and detailed HR procedures and processes manuals as appropriate and certify that it covers the bank's needs and identifies all relevant customizations in the solution.
8.	20	4.2.2	point 4	Should be responsible for carrying out Project Management activities of the implementation of the HRMS solution e.g. attend periodic project management meetings, steering committee meetings,	The SEA Should be responsible for carrying out Project Management activities of the implementation of the HRMS solution e.g. attend periodic project management meetings, steering committee meetings,

9.	22	4.2.4.5	point 5	The interface architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with Bank architecture principles.	The integration architecture should include the types of interfaces supported; the standards used and should comply with Bank architecture principles.
10.	24	4.2.8	Database	The bidders must factor licenses for all suitable databases proposed in the RFP response for the purpose of the HRMS solution. Bidders will be required to factor any RDBMS database licenses (XXXX will be preferred) proposed and required for the functioning of the solution in the Annexure 10 Commercial Bill of Material.	Bank has ORACLE ULA in place however the bidder may choose any solution that is uses different database, price of the same shall be included by the bidder in their commercials as per the format.
11.	29	4.3.5	point 3	Bidder will ensure that all gaps identified at the time of system testing will be immediately resolved.	The Bidder will ensure that all gaps identified at the time of system testing resolved immediately.
12.	31	4.3.6/4		The Bidder is expected to provide for the requisite test and development infrastructure including hardware, software, operating system and database for all applications being offered by the Bidder.	"The Bidder is expected to provide for the requisite test and development, software, operating system and database for all applications being offered by the Bidder."
13.	31	4.3.6		The Bidder is expected to provide for the requisite test and development infrastructure including hardware, software, operating system and database for all applications being offered by the Bidder.	"The Bidder is expected to provide for the requisite test and development, software, operating system and database for all applications being offered by the Bidder."
14.	33	4.3.10	Facilities management	FM for all purposes means an Annual Maintenance Contract (AMC), warranties, ATS (Annual Technical Support) for all applications and interfaces provided, quoted and developed by the Bidder and all other costs necessary and incidental for the maintenance and support of the infrastructure and equipment provided by the bidder	" FM for all purposes means an Annual Maintenance Contract (AMC), warranties, ATS (Annual Technical Support) for all applications and interfaces provided, quoted and developed by the Bidder and all other costs necessary and incidental for the maintenance and support of the infrastructure and equipment provided by the bank/bidder"
15.	35	4.3.10	point c para 2	Prior to delivering any software to the Bank, the Bidder will be required to test the software and the media on which it is to be delivered with a current version of a leading anti-virus application in efforts to detect, and if so detected, to eliminate, any "viruses" or "worms" designed to damage, disrupt, disable, harm, or otherwise impede in any manner, the orderly operation of the software.	Prior to deliver any software to the Bank, the Bidder will be required to test the software and the media on which it is to be delivered with a current version of a leading anti-virus application in efforts to detect, and if so detected, to eliminate, any "viruses" or "worms" designed to damage, disrupt, disable, harm, or otherwise impede in any manner, the orderly operation of the software.
16.	35	4.3.10	point c para 3	The Bidder shall also ensure that the software does not and shall not contain any computer code or any other procedures, routines or mechanisms to:	The Bidder has to ensure that the software does not and shall not contain any computer code or any other procedures, routines or mechanisms to:
17.	41	4.3.10	Facilities management	Vendor management (Logging a call with product Vendor)	RFP Clause is Removed

18.	42	Section 4.3.10/3J	Warranty	- Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the tender. Bidder must warrant all hardware, equipment, accessories, spare parts etc. against any manufacturing defects during the warranty period.	"Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all hardware, equipment, accessories (if provided by bidder) etc. covered by the tender. Bidder must warrant all hardware, equipment, accessories, spare parts (if provided by bidder) etc. against any manufacturing defects during the warranty period.
19.	43	Section 4.3.10/3	Warranty	Bidder shall provide to the Bank, as reasonably requested, reports that aid the Bank in performing asset management and financial management functions of the Bank as these relate to hardware leases and warranties and software licenses	"Bidder shall provide to the Bank, as reasonably requested, reports that aid the Bank in performing asset management and financial management functions of the Bank as these relate to hardware leases (If hardware is provided by Bidder) and warranties and software licenses
20.	46	4.3.11	4.3.11 Project Timelines	<ol style="list-style-type: none"> 1. Current State Assessment 4 weeks 2. Parameterization 4 weeks 3. Customization 12 weeks 4. System Integration Testing 4 weeks 5. User Acceptance Testing 12 weeks 6. Go Live of the Integrated HRMS covering all the functionalities of the Bank as per Annexure 1 4 weeks 7. Commencement of FM Services and Helpdesk Services 3 months starting from the date of go-live 	<p>RFP Clause amended as "overall timelines (tentative) to 12 Months, bifurcated as below:</p> <ol style="list-style-type: none"> 1. Current State Assessment - 2 Months 2. Parameterization - 2 Months 3. Customization - 3 Months 4. Interface/Integration -2 Months 5. Unit and System Integration Testing- 1 6. User Acceptance Testing-2 Months 7. Go Live of the Integrated HRMS covering all the functionalities of the Bank as per Annexure -2 Months
21.	52	5.5.4	SEA	Human Resource Consulting Experience in at least 1 Public Sector Banks or / Reserve Bank of India. For current state assessment and process design (as-is and to-be) credential letter or purchase order Copies need to be furnished. AND	Human Resource Consulting Experience in at least 1 Public Sector Banks or / Reserve Bank of India /Government Entity in India. For current state assessment and process design (as-is and to-be) credential letter or purchase order Copies need to be furnished. AND
22.	52	5.5.6	Site visit	The Bank requires the Bidders to provide at least ONE reference scheduled commercial bank in India where the proposed solution has been implemented. The reference site should be one where the Bidder has implemented the proposed Integrated HRMS as a System Integrator and is currently in use as of date of the RFP	The Bank requires the Bidders/OEM to provide at least ONE reference scheduled commercial bank/Government Entity in India where the proposed solution has been implemented. The reference site should be one where the proposed Integrated HRMS solution been has implemented and is currently in use as of date of the RFP
23.	64	6.2		Problem Management and Escalation Procedures An escalation matrix would be applicable for the issues reported. Bidder has to propose an escalation matrix as a part of the Technical Proposal.	Bidder has to propose an escalation matrix as a part of the Technical Proposal.
24.	65	6.3	2nd para	Penalties if any, as defined by SLAs, shall be adjusted in the payment of a quarter. Balance penalties, if any, shall be levied in the payment for the subsequent quarter	Penalties if any, as defined in Clause 6 of this RFP, shall be adjusted in the payment of a quarter. Balance penalties, if any, shall be levied in the payment for the subsequent quarter

25.	72	7.2.1.44		The successful bidder shall indemnify, protect and save 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 the bidder to Bank from any source.	"The successful bidder shall indemnify, protect and save 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(if provided by bidder), software and network equipment (if provided by bidder)or other systems (if provided by bidder) supplied by the bidder to Bank from any source."
26.	74	8.2.2.		Payment terms for Application Implementation should be as below (Payment against line item would be percentage of the Total Implementation Cost of the in-scope HRMS solution) 1. System Requirement Specification sign off - 20% 2. Parameterization - 20% 3. System Integration Testing -20% 4. User Acceptance Testing- 20% 5. Go-Live - 20%	Payment terms for Application Implementation should be as below (Payment against line item would be percentage of the Total Implementation Cost of the in-scope HRMS solution) 1. System Requirement Specification and analysis, project Kick Off -10% 2. Delivery of Licenses and Installation at DC and DR -20% 3. Completion of Gap Analysis and Customization 20% 4. Implementation Cost 20% 5. UAT Sign Off 10% 6. 3 Months Post Go Live 20%
27.	75	8.3		This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.	This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities. This RFP shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Pune shall have exclusive jurisdiction over matters arising out of or relating to this Agreement
28.	77	8.6	Indemnity	Bidder should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: · Death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors. · Breach of any of its obligations under Confidentiality. · IP Infringement.	Bidder should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: · Death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors. · Breach of any of its obligations under Confidentiality. · IP Infringement. · Except to the extent attributable to a breach of contract by, willful, negligent or unlawful act or omission of the successful bidder or a third party which is controlled by the Bidder as governed by Indian IT Act. · The breach by the Bidder of any of its obligations under Confidentiality."

29.	78	8.13	Penalties on delay will be applicable when the delay is not attributable to Bank.	If at any time during performance of the contract, the bidder should encounter conditions impeding timely delivery of the goods and performance of the services, the bidder shall promptly notify Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, Bank shall evaluate the situation and may at its discretion extend the bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.	"Delivery of the Licenses/Goods and performance of the services shall be made by the bidder in accordance with the time schedule specified by Bank. If at any time during performance of the contract, the bidder should encounter conditions impeding timely delivery of the Licenses/Goods and performance of the services, the bidder shall promptly notify Bank in writing of the fact of the delay"
30.	82	8.16.1		Each Party agrees to give to the other a written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.	Each Party agrees to give to the other a notice of fifteen calendar days from the date of such occurrence of the incident or notification etc. by Govt. as applicable and such notice shall contain details of the circumstances giving rise to the event of Force Majeure
31.	83	8.19/8/a	Warranty	All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of Bank. The bidder shall execute any and all such documents as may be necessary in this regard	"All third warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of Bank. The bidder shall execute any and all such documents as may be necessary in this regard"
32.	83	8.17.4	Resolution of Disputes	The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Pune.	The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the arbitrator shall be final and binding on the parties. The language of arbitration shall be English. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Pune.
33.	87	8.25.1	Termination	1. 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	1. Bank shall be entitled to terminate the agreement with the bidder at any time by giving thirty (30) days prior written notice to the bidder
34.	87	8.25.2	Termination	. The Bank shall be entitled to terminate the agreement at any time by giving at least 30 days' notice if:	. The Bank shall be entitled to terminate the agreement at any time by giving at any time notice if:
35.	87	8.25.2	Termination	a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.	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.

36.	87	8.25.2	Termination	Reverse transition mechanism would be activated in the event of cancellation of this Agreement or exit by the parties or 6 months prior to expiry of this Agreement. Bidder should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / vendor nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate Bidder who will be responsible for all dealings with Bidder regarding the delivery of the reverse transition services.	Reverse transition mechanism would be activated in the event of cancellation of this Agreement or exit by the parties or 6 months prior to expiry of this Agreement. Bidder should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 30 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / vendor nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate Bidder who will be responsible for all dealings with Bidder regarding the delivery of the reverse transition services.																
37.	91	1	Minimum Technical requirements for HRMS	Scoring	<table border="1"> <tr> <th colspan="2">Scoring</th> </tr> <tr> <td>Yes</td> <td>1</td> </tr> <tr> <td>No</td> <td>0</td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>	Scoring		Yes	1	No	0	Total									
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38.	91	2	Minimum Technical Specifications for HRMS Portal	<table border="1"> <tr> <th colspan="2">Scoring</th> </tr> <tr> <td>Yes</td> <td>0</td> </tr> <tr> <td>No</td> <td>0</td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>	Scoring		Yes	0	No	0	Total		<table border="1"> <tr> <th colspan="2">Scoring</th> </tr> <tr> <td>Yes</td> <td>1</td> </tr> <tr> <td>No</td> <td>0</td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>	Scoring		Yes	1	No	0	Total	
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39.	91	3	Minimum Technical requirements for Database security	<table border="1"> <tr> <th colspan="2">Scoring</th> </tr> <tr> <td>Yes</td> <td>0</td> </tr> <tr> <td>No</td> <td>0</td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>	Scoring		Yes	0	No	0	Total		<table border="1"> <tr> <th colspan="2">Scoring</th> </tr> <tr> <td>Yes</td> <td>1</td> </tr> <tr> <td>No</td> <td>0</td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>	Scoring		Yes	1	No	0	Total	
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40.	91	4	Minimum Technical requirements for Mobile Application	<table border="1"> <tr> <th colspan="2">Scoring</th> </tr> <tr> <td>Yes</td> <td>0</td> </tr> <tr> <td>No</td> <td>0</td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>	Scoring		Yes	0	No	0	Total		<table border="1"> <tr> <th colspan="2">Scoring</th> </tr> <tr> <td>Yes</td> <td>1</td> </tr> <tr> <td>No</td> <td>0</td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>	Scoring		Yes	1	No	0	Total	
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41.	95	Point 3 / Annexure 1:	Technical and Functional Requirements - 4.	Should be developed as a universal app and have the ability to convert to an Android app (version 2.3 and above), iOS app(version iOS5 and above) mobile operating systems	"Mobile application should be developed as universal app. Application should have similar look and feel on various platform such as iOS, Android. Application should be built on latest accepted versions with comply to all the play store/apple store policies."																
42.	102	11.5	Annexure 5: Eligibility Criteria Compliance point 8	The proposed HRMS solution should have been implemented and live in at least one public sector Banks in India having at least 13000 employees.	The proposed HRMS solution should have been implemented and live in at least one public sector Banks / Government Entity in India having at least 13000 employees.																
43.	Annex 1B	Annexure 1b	Staff Re-imbursements and Welfare Annexure 1b	Briefcase Reimbursement	Clause is removed																

44.		Non-Disclosure		Addition to RFP as per Suggestions	<p>NON Disclosure: It is hereby agreed that all the parties in this agreement hereby agree as follows.</p> <p>Bidder shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which Bidder protects its own confidential and proprietary information. Bidder shall restrict disclosure of the Information solely to its employees, agents and Sub-contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such Information.</p> <p>i. To use the Information only as needed for the purpose solely related to this Project;</p> <p>ii. Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such Information.</p> <p>iii. Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the Contractor in any future tendering process of the Bank.</p> <p>iv. Any information considered sensitive must be protected by the Bidder from unauthorized disclosure or access.</p>
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45.		Severability		Addition to RFP as per Suggestions	<p>29. SEVERABILITY :i) If any of the provisions of this Agreement may be constructed in more than on way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.ii) In the event any court or other government authority shall determine any provisions in this agreement is no amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is I sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.iii) In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof-was deleted or the scope ,period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective ,provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by nay law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this agreement.</p>
46.		Phase 1		Addition to RFP as per Suggestions	<p>PHASE 1 MODULE 1)PAYROLL 2) INCREMENT 3) INCOME TAX 4)PERQUISITES TAX 5)FILING OF ETDS RETURNS 6)USER ROLES/ACCESSES 7)HRMS - HR ADMINISTRATION- HUMAN RESOURCES INVENTORY</p>
47.		Phase 2		Addition to RFP as per Suggestions	<p>PHASE 2 MODULE 1)LEAVE MANAGEMENT 2)TIME OFFICE FUNCTIONS 3)BENEFITS MODULE 4)STAFF MODULE 5) TRAVEL EXPENSES 6)HOLIDAY HOMES 7)EMPLOYEE SELF SERVICE 8)PROMOTIONS: 9)TRANSFERS / MOBILITY: 10)DISCIPLINE MANAGEMENT: 11)EMPLOYEE PERFORMANCE MANAGEMENT: 12)CAREER PLANNING & CAREER DEVELOPMENT TRAINING SYSTEM:</p>

48.		Phase 3		Addition to RFP as per Suggestions	<p>PHASE 3 MODULE</p> <p>1)FULL AND FINAL SETTLEMENT.</p> <p>2) Employee Loan Module</p> <p>3)Terminal Benefits</p> <p>4)MOBILE VERSION - MOBILE APPLICATION:</p> <p>5)OPERATIONAL ACTIVITIES</p> <p>6) RECRUITMENTS:</p> <p>7)HUMAN RESOURCES MIS</p> <p>8)OTHERS</p> <p>9) Additional Requirements</p>
49.		Integration With SIEM	Solution Integration with SIEM	Addition to RFP	<p>It would be bidder's responsibility to integrate proposed solution with existing SIEM to generate alerts for any EMM violations. Proposed EMM solution should be able to send logs in an acceptable format to the existing SIEM solution. Bidder would be provided adequate support by bank's existing SIEM system integrator for the purpose of integration.</p>
50.		Change Management		Addition to RFP	<p>Changes to business applications, IT components and facilities should be managed by change management processes to ensure integrity of any changes. All the IT components proposed under the RFP (such as- application software, middleware etc.) should be periodically patched for all types of patches, such as - security patches, system patches etc. Emergency patches should also be applied immediately as per regulatory and other agencies directions etc. If any proposed software becomes End of support/ End of life during the warranty/ AMC/ ATS period, the same will be replaced by the next version of software without any cost to the Bank. Also, software replacements are done in a planned manner to ensure that no downtime is required on this account.</p>

51.		Amalgamation		Addition to RFP	<p>If the Bank undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.</p> <p>Source Code : a) The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project).The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. The Bank shall also have the right to conduct source code audit by third party auditor.</p> <p>b.) The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.</p> <p>c.) In case the Bidder is coming with software which is not its proprietary software, then the Bidder must submit evidence in the form of agreement it has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.</p>
52.		Additional Annexure		Addition to RFP	<p>Annexure Undertaking of Information Security. (This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)</p> <p>To, The Deputy General Manager Information Technology, Bank of Maharashtra, Lokmangal, 1501, Shivajinagar, Pune Sir, Sub: RFP for Supply, Installation and Maintenance of _____</p> <p>We hereby undertake that the proposed software to be supplied to the Bank will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)</p> <p>Yours faithfully, Authorized Signatory Name: Designation: Bidders Corporate Name Address Email and Phone</p>
53.		Bill Of Material	Annexure 10	Customization Cost: The Bidders have to provide the man day rate applicable across the contract period.	<p>Man Days for Customization : Year1:0 Year2:800 Year3:600 Year4:600 Year5:600 Year6:600</p> <p>Above man-days will be applicable after implementation (Customization) of project in first year.</p>