

Sr No	Page #	Point/ Clause #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Queries Reply
1	9	Tender References	Price of Tender copy and Bid Security Deposit (EMD)	Since We are a MSME registered organisation and are eligible for Tender Fee & EMD exemption. Request you to provide suitable relaxation as per MSME guidelines	Bidder need to provide Valid MSME certificate.
2	9	1. Invitation to the Tender	Price of Tender copy: Rs. 25,000/- + Rs. 4,500/- (GST) = Rs. 29,500/- Bid Security Deposit (EMD): Rs.60,00,000/- (Sixty Lakhs Only)	Requesting bank to give relaxation to companies who are registered in India under MSME from paying Tender Fee and EMD.	Bidder need to provide Valid MSME certificate.
3	10	Important information regarding Bid Submission	Last Date and time for receipt of tender offers (16th Jun'20 up to 1400 Hrs)	Requesting Bank to allow online submission, because of Covid-19 situation. Please share process and pre-requisite details.	Bank will inform the Bidder accordingly and upload details on website.
4	11	2. Introduction 4th Paragraph	The support period will start from the date of Integrated EFRMS solution installation and commissioning acceptance by Bank and would comprise and 5 years of ATS and warranty thereof.	Requesting bank to provide the warranty period requirement in years.	License shall be delivered with 1 year warranty. ATS shall be for remaining 4 year
5	11	2	successful bidder shall be responsible for supply, implementation, commissioning and maintenance of EFRMS solution for a period of five years which would include solution implementation and five years support. The support period will start from the date of Integrated EFRMS solution installation and commissioning acceptance by Bank and would comprise and 5 years of ATS and warranty thereof	Please clarify if total duration is implementation go live and 5 year support post that	RFP Clause is Self-Explanatory

6	12	2.9 & 7.1	A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.	<p>The RFP contains many terms and conditions which requires discussion and mutual acceptance by the Parties, and hence, request to make the following change in the clause:</p> <p>"A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP, <b>subject to the deviations submitted</b>"</p>	No Change in the RFP Clause
7	12	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	A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document along with Bidders assumptions as per the submitted bid	No Change in the RFP Clause
8	13	3.3 Bid Validity extension		After the 6 month validity period, bidder's consent will be required for extending the validity period.	No Change in the RFP Clause
9	14	3.8	Bank shall make such prorated payment for services rendered by the bidder and accepted by Bank at the sole discretion of Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date.	<p>For the services rendered during the term of the contract, the bidder shall be paid in accordance with the contract. A conditional statement like ' <i>provided the bidder is in compliance with its obligations till such date</i> ' is not acceptable as remedy for any breach also is covered under the RFP/contract.</p> <p>Please remove 'provided the bidder is in compliance with its obligations till such date' from the clause.</p>	No Change in the RFP Clause

10	14	3.8 Integrity Pact	The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by Bank, continue to provide facility to Bank at no less favourable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.	Bidder proposes that any services extended after the completion /termination of contract shall be done upon mutually agreed terms & conditions.	No Change in the RFP Clause
11	14	3.8 Integrity Pact	Bank shall make such prorated payment for services rendered by the bidder and accepted by Bank at the sole discretion of Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.	Bidder requests that in case of Termination of Convenience notice period of at least 90 days to be provided and termination exit fee to be paid over and above all the costs incurred or committed by the bidder till effective date of termination	No Change in the RFP Clause
12	15	3.9 Amalgamation	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.	Requesting bank to kindly modify this clause to "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. Any commercial impact to the vendor due to Amalgamation shall be discussed and mutually agreed between the Bank and the Vendor"	No Change in the RFP Clause

13					No Change in the RFP Clause
	15	3.9 Amalgamation	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.	Requesting bank to kindly modify this clause to "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. Any commercial impact to the vendor due to Amalgamation shall be discussed and mutually agreed between the Bank and the Vendor"	
14	15	3.9	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	Please clarify that incase of amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc, license, hardware, implementation, support services etc. will be looked into from change management perspective	RFP Clause is Self-Explanatory
15	15	3.9 Amalgamation	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.	Request bank to kindly reconsider on this, as bidder is not aware of the then new Host Systems/Channels, new integration challenges, OR other Bank may have some FRM solution in place.	No Change in the RFP Clause

16	16	4. Scope of work 4.1 Purpose	<p>A) Digital Transaction in Bank should be monitored under real time basis for generating fraud related events. Following channels need to be integrated with EFRMS on real time basis.</p> <ol style="list-style-type: none"> <li>1. Core Banking System TCS Bancs24</li> <li>2. Cards Transaction all types (Debit Card, Credit Card, POS, E-commerce)</li> <li>3. SWIFT,NEFT,RTGS,IMPS,BHIM and UPI</li> <li>4. Internet &amp; Mobile Banking</li> <li>5. ATM, CDM, BNA, Kiosk and all Cash Recyclers</li> <li>6. Payment Gateways</li> <li>7. Cash Management System</li> <li>8. Treasury</li> </ol>	Requesting bank to provide the list of channels where fraud prevention (transaction stopping) is required?	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
17	16	4.1 Purpose	<p>All other solution not included but may be operational in future should also be included in EFRMS solution.</p>	Please share a list of other solutions which are not covered under clause 4.1, but which bank is planning for implementation and may be operational in future/during contract period and to be included in EFRMS solution.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
18	16	Scope of Work 4.1 B	<p>Advances/Borrower/Customer/Branch related fraud should be monitored in real time to near real time as the case applicable. It should include following</p> <ol style="list-style-type: none"> <li>1. Retail and Corporate loans</li> <li>2. Trade Finance</li> <li>3. Loan monitoring application (LLMS,EWS)</li> <li>4. C-KYC and E-KYC</li> <li>5. Branch related (Internal Frauds)</li> </ol>	Request bank the to provide the detailed scope of work required for the listed channels in part B	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
19	16	Scope of Work 4.1 C	<p>Other Channels for fraud monitoring should include be monitored in real time to near real time as the case applicable. It includes integration of following</p> <ol style="list-style-type: none"> <li>1. Service Branch (CTS, Cheque related, ECS)</li> <li>2. Financial inclusion cell</li> <li>3. IVRS/Call Centre (Maha e-seva)</li> <li>4. HRMS</li> </ol>	Request bank the to provide the detailed scope of work required for the listed channels in part B	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder

20	16	Scope of Work 4.1	EFRMS solution should be able to detect and prevent financial and non-financial frauds through implementation of recent fraud management mechanisms	Request clarification on the sample list of non-financial frauds/nonfinancial transactions that Bank of Maharashtra wants to cover.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
21	16	4.1	Bank wishes to use an Enterprise wide solution that will be integrated with all channels in Bank's environment	Please clarify integration of EFRMS solution will be done with identified source systems only	RFP Clause is Self-Explanatory
22	16	4.1	EFRMS solution should provide real time and near time monitoring alerts based on the type of channel integrated	Please clarify on near real time. Is it end of day. Else, there would be issues of getting data from input systems and impact of transaction systems performance. Real time is typically done on channels listed in sl. 2-6 under sec A. Other sources monitoring could be done in day end batch	RFP Clause is Self-Explanatory
23	16	4.1	All other solution not included but may be operational in future should also be included in EFRMS solution	Bidders submit fixed price bid based on scope known at the time of bid submission. New sources can be added as needed based on change request	Bidder understanding is correct
24	16	4.1 Purpose	<p>B) Advances/Borrower/Customer/Branch related fraud should be monitored in real time to near real time as the case applicable. It should include following-</p> <ol style="list-style-type: none"> <li>1. Retail and Corporate loans</li> <li>2. Trade Finance</li> <li>3. Loan monitoring application (LLMS,EWS)</li> <li>4. C-KYC and E-KYC</li> <li>5. Branch related (Internal Frauds)</li> </ol> <p>C) Other Channels for fraud monitoring should include be monitored in real time to near real time as the case applicable. It includes integration of following</p> <ol style="list-style-type: none"> <li>1. Service Branch (CTS, Cheque related, ECS)</li> <li>2. Financial inclusion cell</li> <li>3. IVRS/Call Centre (Maha e-seva)</li> <li>4. HRMS</li> </ol>	Request Bank to kindly elaborate on the requirement and expected outcome from the integration with EFRMS	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder

25	16	4. Scope of work 4.1 Purpose	<p>A) Digital Transaction in Bank should be monitored under real time basis for generating fraud related events. Following channels need to be integrated with EFRMS on real time basis.</p> <ol style="list-style-type: none"> <li>1. Core Banking System TCS Bancs24</li> <li>2. Cards Transaction all types (Debit Card, Credit Card, POS, E-commerce)</li> <li>3. SWIFT,NEFT,RTGS,IMPS,BHIM and UPI</li> <li>4. Internet &amp; Mobile Banking</li> <li>5. ATM, CDM, BNA, Kiosk and all Cash Recyclers</li> <li>6. Payment Gateways</li> <li>7. Cash Management System</li> <li>8. Treasury</li> </ol>	Requesting bank to provide the list of channels where fraud prevention (transaction stopping) is required?	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
26	17	4.2 Data Centre & Disaster Recovery Centre	The bidder should provide Suitable tools for Analytics, Alert management, Rules Management, Workflow management,	What is the maximum number of approval level for workflow management Also confirm what are the expectations in analytical	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
27	17	4. Scope of work 4.1 Purpose	Proposed solution should have feasibility of implementing new technologies like adaptive authentication, risk score-based authentication etc. for fraud detection with aspects of machine learning	Requesting bank to provide the details of existing 2FA and Multi Factor Authentication systems available at the bank which needs to be integrated with the proposed EFRM solution.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
28	17	4. Scope of work 4.2 Data Centre & Disaster Recovery Centre	4.2 Data Centre & Disaster Recovery Centre	Requesting bank to provide the DC & DR locations.	DC (Pune ) and DR (Hyderabad)
29	17	4. Scope of work 4.2 Data Centre & Disaster Recovery Centre	4.2 Data Centre & Disaster Recovery Centre	Requesting bank to provide the bandwidth between DC & DR.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
30	17	4. Scope of work 4.2 Data Centre & Disaster Recovery Centre	The proposed solution should be implemented at Bank's DC & DR. Solution will be in High Availability (HA) mode in DC only	Our understanding is that, only the production environment in DC should be in High Availability mode. Kindly confirm.	Bidder understanding is correct
31	17	4. Scope of work 4.2 Data Centre & Disaster Recovery Centre	There should be an UAT & Training environment at DC which should not be less than 20% of Production environment for each case.	Kindly confirm that both UAT & Training can be deployed on Virtual Servers on the same physical host server?	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder

32	17	4.1 Purpose	The proposed solution should meet with various RBI Guidelines and framework	Please share RBI guidelines and framework related to the EFRMS solution which Bank intend to cover in solution.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
33	17	4.2 Data Centre & Disaster Recovery Centre	The scope of work would include design, supply, implementation, configuration, customization, integration, testing, documentation, training, and maintenance support for a period of 5 years from the date of contract signing.	Proposing to modify the clause as "The scope of work would include design, supply, implementation, configuration, customization, integration, testing, documentation, training, and maintenance support for a period of 5 years from the date of acceptance of PO."	No Change in the RFP Clause
34	17	4. Scope of work 4.1 Purpose	Proposed solution should have feasibility of implementing new technologies like adaptive authentication, risk score-based authentication etc. for fraud detection with aspects of machine learning	Requesting bank to provide the details of existing 2FA and Multi Factor Authentication systems available at the bank which needs to be integrated with the proposed EFRM solution.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
35	17	4. Scope of work 4.2 Data Centre & Disaster Recovery Centre	There should be an UAT & Training environment at DC which should not be less than 20% of Production environment for each case.	Kindly confirm that both UAT & Training can be deployed on Virtual Servers on the same physical host server?	This information shall be shared with the successful bidder.
36	17	4.1 Purpose	The proposed solution should support high disk IOPS (Input Output Operations per Second) to meet the banks requirement in terms of performance.	What is the current performance measure	This information shall be shared with the successful bidder.
37	17	4.1 Purpose	Proposed software should support open modular architecture providing broad level capabilities such as Real time Decision making, Detection & Rule Engine, Scoring, Analytics, Data Management, BI (Business Intelligence) & Reporting, Integration & Interface, Integrated Fraud Management, Adaptive / Risk based authentication of channels. Bank should be able to use the transaction data gathered as part of EFRMS for running business analytics.	What is the current Analytics tool that is used at	This information shall be shared with the successful bidder.
38	17	4.2	There should be an UAT & Training environment at DC which should not be less than 20% of Production environment for each case.	Is there a separate environment for UAT and another for training each of which should be 20% of Production?	RFP Clause is Self-Explanatory



39	17	Scope of Work 4.1	The proposed solution should support high disk IOPS (Input Output Operations per Second) to meet the banks requirement in terms of performance.	We understand that the bidder will not supply storage and hardware components. We request Bank to clarify the point.	Bidder understanding is correct
40	17	Scope of Work 4.1	Proposed software should support open modular architecture proving broad level capabilities such as Real time Decision making, Detection & Rule Engine, Scoring, Analytics, Data Management, BI (Business Intelligence) & Reporting, Integration & Interface, Integrated Fraud Management, Adaptive / Risk based authentication of channels. Bank should be able to use the transaction data gathered as part of EFRMS for running business analytics	Please share details on the current technology stack being used for fraud management. What are the tools being used for Analytics and Business intelligence?	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
41	17	Scope of Work 4.1	The proposed solution should meet with various RBI Guidelines and framework	The proposed solution shall meet the various RBI guidelines and framework as on the date of submission of the bid. Any future regulatory or statutory requirements can be provided only as a change request with additional cost to the Bank. Request to modify as follows: "The proposed solution should meet with various RBI Guidelines and framework, as on date of submission of bid"	No Change in the RFP Clause
42	17	Scope of Work 4.2	The proposed solution should be implemented at Bank's DC & DR. Solution will be in High Availability (HA) mode in DC only. There should be an UAT & Training environment at DC which should not be less than 20% of Production environment for each case.	Request bank to clarify if below understanding is correct regarding the total environments (five) to be provided: 1. DC (as per the volumes / TPS etc. provided) 2. DR = DC 3. UAT = 20% of DC 4. Training = 20% of DC Any other Environment?	Bidder understanding is correct

43	17	4.1	The proposed solution should meet with various RBI Guidelines and framework	The proposed solution shall meet the various RBI guidelines and framework as on the date of submission of the bid. Any future regulatory or statutory requirements can be provided only as a change request with additional cost to the Bank. Request to modify as follows: "The proposed solution should meet with various RBI Guidelines and framework, <b>as on date of submission of bid</b> "	No Change in the RFP Clause
44	17	4. Scope of work 4.1 Purpose	Proposed solution should have feasibility of implementing new technologies like adaptive authentication, risk score-based authentication etc. for fraud detection with aspects of machine learning	Requesting bank to provide the details of existing 2FA and Multi Factor Authentication systems available at the bank which needs to be integrated with the proposed EFRM solution.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
45	17	4. Scope of work 4.2 Data Centre & Disaster Recovery Centre	There should be an UAT & Training environment at DC which should not be less than 20% of Production environment for each case.	Kindly confirm that both UAT & Training can be deployed on Virtual Servers on the same physical host server?	This information shall be shared with the successful bidder.
46	17	4.1	Analytics, detection engine, operations and workflow should be upgraded continuously. Any gap between Bank's requirement and OEM warrant/AMC will be fulfilled by Bidder and it will be the responsibility of bidder to meet the requirement	There would be a solution proposed and demoed by bidder to bank. Based on solution functionalities, bank will finalise best solution. If there is a new requirement in future which is not available in solution as patch also, bidder will have no means to provide that. Please delete this clause	No Change in the RFP Clause

47	17	4.1	<p>Proposed software should support open modular architecture proving broad level capabilities such as Real time Decision making, Detection &amp; Rule Engine, Scoring, Analytics, Data Management, BI (Business Intelligence) &amp; Reporting, Integration &amp; Interface, Integrated Fraud Management, Adaptive / Risk based authentication of channels. Bank should be able to use the transaction data gathered as part of EFRMS for running business analytics.</p> <p>Proposed solution should have feasibility of implementing new technologies like adaptive authentication, risk score-based authentication etc. for fraud detection with aspects of machine learning</p>	Please clarify if adaptive authentication is needed. Typical fraud management applications donot come with adaptive authentication solution which is available from security solution providers	RFP Clause is Self-Explanatory
48	17	4.2	There should be an UAT & Training environment at DC which should not be less than 20% of Production environment for each case	Please clarify if UAT and training environments have to be each min 20% of DC. Can these environments be hosted on same server	RFP Clause is Self-Explanatory
49	17	4. Scope of work 4.1 Purpose	Proposed solution should have feasibility of implementing new technologies like adaptive authentication, risk score-based authentication etc. for fraud detection with aspects of machine learning	Requesting bank to provide the details of existing 2FA and Multi Factor Authentication systems available at the bank which needs to be integrated with the proposed EFRM solution.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
50	17	4. Scope of work 4.2 Data Centre & Disaster Recovery Centre	4.2 Data Centre & Disaster Recovery Centre	Requesting bank to provide the DC & DR locations.	Pune (DC) and Hyderabad (DR)
51	17	4. Scope of work 4.2 Data Centre & Disaster Recovery Centre	There should be an UAT & Training environment at DC which should not be less than 20% of Production environment for each case.	Kindly confirm that both UAT & Training can be deployed on Virtual Servers on the same physical host server?	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
52	17	4.2 Data Centre & Disaster Recovery Centre	The bidder should provide Suitable tools for Analytics, Alert management, Rules Management, Workflow management,	What is the maximum number of approval level for workflow management Also confirm what are the expectations in analytical	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder

53	18	4.3 Module Integration	4.3 Module Integration	API or services will be provided by BOM for integration	RFP Clause is Self-Explanatory
54	18	4. Scope of work 4.3 Module Integration	<p>The major systems deployed for various channels are as under: -</p> <ul style="list-style-type: none"> <li>.</li> <li>..</li> <li>☑ Internal Frauds ( Employee initiated/involvement)</li> </ul>	Does bank already have an Internal Frauds Management system? If yes, kindly provide the details of the solution and what type of data feeds will be sent to the proposed EFRM system.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
55	18	4. Scope of work 4.3 Module Integration	<p>The major systems deployed for various channels are as under: -</p> <ul style="list-style-type: none"> <li>.</li> <li>..</li> <li>External Databases</li> </ul>	Requesting bank to kindly provide more details of External Databases which needs to be integrated with the proposed EFRM solution. What type of data will be fed into the proposed EFRM system from external databases?	This information shall be shared with the successful bidder.

56	18	Scope of Work 4.3	<ul style="list-style-type: none"> <li>• Customer On-Boarding and life cycle</li> <li>• Channel Financing</li> <li>• Service Branch Operations (Cheque Truncation System, ECS etc.)</li> <li>• Anti-Money Laundering System</li> <li>• Internal Frauds ( Employee initiated/involvement)</li> <li>• Cash Management System</li> <li>• Treasury</li> <li>• Trade Finance</li> <li>• Forex</li> <li>• External Databases</li> <li>• Cyber Security Operations Centre (CSOC)</li> <li>• Customer Accounts opening (On-line / Process flow based / across the branches)</li> <li>• Integration of NPCI alerts on Cards &amp; UPI based on its Fraud Risk Management</li> <li>• On line and Off-line Inspection Module</li> <li>• Bank's in-house Data repository and analytical software/tools</li> <li>• LLMS ( Loan life cycle management system)</li> <li>• Asset and liability management system.</li> <li>• National automated clearing house</li> </ul>	Request bank to provide the detailed scope of work required or expected for the listed channels.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
57	18	4. Scope of work 4.3 Module Integration	<p>The major systems deployed for various channels are as under: -</p> <p>·</p> <p>..</p> <p>☐ Internal Frauds ( Employee initiated/involvement)</p>	Does bank already have an Internal Frauds Management system? If yes, kindly provide the details of the solution and what type of data feeds will be sent to the proposed EFRM system.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
58	18	4. Scope of work 4.3 Module Integration	<p>The major systems deployed for various channels are as under: -</p> <p>·</p> <p>..</p> <p>☐ Internal Frauds ( Employee initiated/involvement)</p>	Is Internal Frauds ( Employee initiated/involvement) out of scope for the proposed EFRM implementation? Kindly clarify	RFP Clause is Self-Explanatory

59	18	4.3	Bidder is expected to integrate the solution with the existing transactional and other systems and applications deployed and to be deployed in future by the Bank without impacting the performance of the source systems	In real time and near real time interfaces, some impact on source systems does happen. Same can be architected to be minimum possible. Please delete this clause	No Change in the RFP Clause
60	18	4.3	major systems deployed for various channels are as under	Please clarify source systems of which transactions need to be monitored by EFRMS. List and subsequent content given in this sec is not matching with that given in sec 4.1	RFP Clause is Self-Explanatory
61	18	4.3 Module Integration		Request Bank to kindly elaborate on few of the channels and modules listed with the requirement and expected outcome from the integration with EFRMS	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
62	18	4. Scope of work 4.3 Module Integration	The major systems deployed for various channels are as under: - . .. ☑ Internal Frauds ( Employee initiated/involvement)	Does bank already have an Internal Frauds Management system? If yes, kindly provide the details of the solution and what type of data feeds will be sent to the proposed EFRM system.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
63	18	4.3 Module Integration	4.3 Module Integration	API or services will be provided by BOM for integration	RFP Clause is Self-Explanatory
64	19	4.4 Real-Time Fraud Prevention for Internet Banking, Mobile Banking and Payment Card transactions. A) Internet Banking and Mobile Banking:-	The proposed solution should support all types of browser and operating systems environment on all devices e. g Personal Computers/ Laptops/Smartphones/ TABS/ other devices	Do we need to make the solution available for mobile app, if yes what all functionalities will be part of mobile app and what will be the lowest OS version expected on which the application should work	RFP Clause is Self-Explanatory
65	19	4. Scope of work 4.3 Module Integration	Bidder should also consider additional data storage depending upon number of transaction volume, fraud detection rate and also false positive generated.	It is our understanding that the storage sizing is to be provided for the total contract period of 5 years. Kindly confirm.	Bidder understanding is correct

66	19	4.3 Module Integration	Any other delivery Channels existing & to be introduced by Bank during the contract period.	We understand that Bank has covered all systems deployed for various channels under clause 4.2. Module Integration. If any change to the listed delivery channels would be processed as CR	RFP Clause is Self-Explanatory
67	19	Scope of Work 4.3	Proposed Solution should be able to integrate with different channels and their supportive internal systems such as E.g. ATM/ Debit/ Prepaid/ Virtual card, POS, CBS system, AML solution, Online Banking products and services, other software relating to products and services offered (Assets, Liabilities), Branch Banking etc., and also support external systems like CR ILC, CIBIL, CERSAI, ECGC, MCA, Income Tax Dept., GST, E-KYC, CKYC, UIDAI, Wilful Defaulters, Bank Serious Irregularities Data as per requirement of the Bank for Fraud Risk Management.	Request bank to provide the details of scope of work expected towards the external systems like CRILC, CIBIL, CERSAI, ECGC, MCA, Income Tax Dept., GST, E-KYC, CKYC, UIDAI, Wilful Defaulters, Bank Serious Irregularities Data.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
68	19	Scope of Work 4.3	Bidder should also consider additional data storage depending upon number of transaction volume, fraud detection rate and also false positive generated.	Request bank to confirm that storage required for the project would be provided by the bank as the per hardware sizing provided in the technical bid	Bank will provide Hardware, OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
69	19	Scope of Work 4.4	Proposed solution should support IPV6 addressing.	We understand that the bidder will not supply infrastructure components. Please Clarify whether this clause is with respect to Application only.	RFP Clause is Self-Explanatory
70	19	4.4	proposed solution should support payment card fraud prevention against skimming, counterfeit cards	EFRMS application can identify possible fraud due to counterfeit card if data of counterfeit card is made available. It does not have mechanism to identify such cards which can be done at transaction touch point	No Change in the RFP Clause

71	19	Scope of work 4.3	Proposed Solution should be able to integrate with different channels and their supportive internal systems such as E.g. ATM/ Debit/ Prepaid/ Virtual card, POS, CBS system, AML solution, Online Banking products and services, other software relating to products and services offered (Assets, Liabilities), Branch Banking etc., and also support external systems like CRILC, CIBIL, CERSAI, ECGC, MCA, Income Tax Dept., GST, E-KYC, CKYC, UIDAI, Wilful Defaulters, Bank Serious Irregularities Data as per requirement of the Bank for Fraud Risk Management.	Request bank to provide the details of scope of work expected towards the external systems like CRILC, CIBIL, CERSAI, ECGC, MCA, Income Tax Dept., GST, E-KYC, CKYC, UIDAI, Wilful Defaulters, Bank Serious Irregularities Data.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
72	19	Scope of work 4.3	Along with transaction volume Bidder is required to size the solution based on fraud detection rate. Bidder should also need to consider number of false positive that may be generated while sizing the solution.	Request bank to clarify would the required hardware with needed softwares & storage would be provided by the bank. As we know the bank will be having a rate contract or EULA with the respective OEM's.	Bank will provide Hardware, OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team. 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.
73	20	4.5	General Solution Requirement---The proposed solution should provide Customization, parameterization and implementation of application software and solutions.	please quantify the level of customization and parameterization required	This information shall be shared with the successful bidder.
74	20	Scope of Work 4.4	Proposed Solution should support concept of dynamic and static daily limit for transactions to contain the risk in the event of card misuse.	Request bank to provide more details for the functionality mentioned.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder



75	20	Scope of Work 4.5.3	The proposed solution should cover any additional channel added and monitor detect and prevent fraud to newly added channel at any process stage.	Request bank to consider, "The proposed solution should cover any additional channel added and monitor detect and prevent fraud to newly added channel at any process stage with the mutually agreed commercials based on the efforts involved."	No Change in the RFP Clause
76	21	4.5.10	Any OEM certification is required then bidder has to arrange the same at no extra cost.	Request Bank to delete this clause or specify the certification / Training requirement	No Change in the RFP Clause
77	21	4. Scope of work 4.5 General Solution Requirement	4.5.14 The bidder should take care of all aspects of Installation, De-Installation and re-installation, Configuration and Re-configuration, enhancements, updates, upgrades, problem analysis, on-site, as well as off-site support of in-scope Operating System.	Kindly confirm that bank will provide necessary internet access for updating the Operating Systems.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
78	21	4.5 General Solution Requirement: 4.5.9	Bidder should integrate different channels/systems existing and introduced in the Bank within contract period in the Enterprise Fraud Risk management (EFRM) Solution without any license cost.	Bidder will propose the require number of licenses based on the informaiton provided by Bank in RFP. Any new channel introduced in the Bank during contract period and required increase in licenses would be processed as a new requirement.	RFP Clause is Self-Explanatory
79	21	4.5 General Solution Requirement: 4.5.10	Any OEM certification is required then bidder has to arrange the same.	Plese clarify which OEM certification Bank is expecting from OEM.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
80	21	4. Scope of work 4.5 General Solution Requirement	4.5.15 Database & applications to ensure smooth operations during and post implementation till end of contract period, due to any reason what-so-ever for the in-scope solutions.	Does bank has any EULA signed with any of the Database OEMs? If yes, kindly provide the details such as version, add-on components covered in EULS etc.	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.

81	21	Scope of Work 4.5.8	The bidder should accomplish the job in coordination with existing System Integrator of the CBS and Internet Banking solution and other applications. Also, the proposed solution should support new versions of all the applications and if any changes required due to new version of the bank's applications then bidder has to make the changes/ modification/ upgradation in the proposed solution accordingly without any additional cost.	Request bank to provide assistance in interacting with the vendors of different solution/applications working in the bank. Also, request bank to consider, " the proposed solution should support new versions of all the applications and if any changes required due to new version of the bank's applications then bidder has to make the changes/ modification/upgradation in the proposed solution accordingly on the mutually agreed commercial towards the efforts estimated.	No Change in the RFP Clause
82	21	Scope of Work 4.5.12	The proposed solution should be able to monitor and detect frauds in real-time for all channels and also for all cross channels fraud.	Request bank to confirm since RFP mentions many channels to be monitored in near real time for fraud detection.	RFP Clause is Self-Explanatory
83	21	Scope of Work 4.5.18	The proposed solution should allow configuring various business policies like approve/decline/challenge/hold transaction based on the fraud risk score.	Request bank to confirm scenarios in which EFRM may require to hold the transaction.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
84	21	4.5.9	<b>General Solution Requirement</b> : Bidder should integrate different channels/systems existing and introduced in the Bank within contract period in the Enterprise Fraud Risk management (EFRM) Solution without any license cost.	We request bank to consider integration with new channels to be discussed on case to case basis.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
85	21	4.5.10	4.5.29 Any OEM certification is required then bidder has to arrange the same at no extra cost	Request bank to consider that OEM certificates required/ mandated in future during the term of contract can be provided at additional cost as we don't have visibility to it.	No Change in the RFP Clause
86	21	4.5.14	The bidder should take care of all aspects of Installation, De-Installation and re-installation, Configuration and Re-configuration, enhancements, updates, upgrades, problem analysis, on-site, as well as off-site support of in-scope Operating System.	Request bank to assign a team of bank officials to coordinate with these activities and to provide the pre-requisites required for completion of these activities. This is important to adhere to the project timelines.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder

87	21	Scope of work 4.5.8	The bidder should accomplish the job in coordination with existing System Integrator of the CBS and Internet Banking solution and other applications. Also, the proposed solution should support new versions of all the applications and if any changes required due to new version of the bank's applications then bidder has to make the changes/ modification/ upgradation in the proposed solution accordingly without any additional cost.	Request bank to provide assistance in interacting with the vendors of different solution/applications working in the bank. Also, request bank to consider, " the proposed solution should support new versions of all the applications and if any changes required due to new version of the bank's applications then bidder has to make the changes/ modification/ upgradation in the proposed solution accordingly on the mutually agreed commercial towards the efforts estimated.	No Change in the RFP Clause
88	21	Scope of work 4.5.12	The proposed solution should be able to monitor and detect frauds in real-time for all channels and also for all cross channels fraud.	Request bank to confirm as many of the channels listed in the RFP documents would follow the near realtime process for fraud detection.	RFP Clause is Self-Explanatory
89	21	Scope of work 4.5.14	The bidder should take care of all aspects of Installation, De-Installation and re-installation, Configuration and Re-configuration, enhancements, updates, upgrades, problem analysis, on-site, as well as off-site support of in-scope Operating System	As per our understanding bank is going to provide the required infra for the project which would include OS, DB, Server, Racks, needed network components & connectivity & cabling. We request bank to provide the more clarity on the mentioned point in light of above statement.	Bank will provide Hardware, OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
90	21	4.5.8	The bidder should accomplish the job in coordination with existing System Integrator of the CBS and Internet Banking solution and other applications. Also, the proposed solution should support new versions of all the applications and if any changes required due to new version of the bank's applications then bidder has to make the changes/ modification/ upgradation in the proposed solution accordingly without any additional cost.	Request bank to kindly facilitate the process. Any integration/customisation charges by the vendor/SI should be with bank	No Change in the RFP Clause

91	21	4.5.19	The proposed solution should have the flexibility to create scenarios with minimal efforts as and when required for multiple products and channels.	Request bank to share the scenarios which can be converted into conditions	This information shall be shared with the successful bidder.
92	22	4.6.3	Implementation of the EFRM solution should be completed within 12 months of the acceptance of order in a phased manner.	Request Bank to Provide 18 Months for the Implementation period.	No Change in the RFP Clause
93	22	4. Scope of work 4.5 General Solution Requirement	4.5.29 The bidder team should participate in periodic DR-Drill and follow the procedure guidelines as per Bank policy during DR Drill.	What is the frequency at which DR drill is done?	Quarterly
94	22	4. Scope of work 4.5 General Solution Requirement	4.5.31 Staff related and Vendor related frauds should also be covered in the solution in separate categories, at no extra cost to the Bank	Requesting bank to explain who are the vendors referred to here and also provide a sample use case for a Vendor Related fraud.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
95	22	4.6 Customization and Implementation requirements: 4.6.1	The Bank requires enterprise license of EFRM Software. The bidders are required to quote their price for enterprise licenses for the Production (DC and DR, only DC with HA), Test (UAT) and Training & Development (T&D) environments. <b>HA requirement should be among the clusters at DC and DR and there should be async replication.</b>  <b>Clause 4.2:</b> The proposed solution should be implemented at Bank's DC & DR. <b>Solution will be in High Availability (HA) mode in DC only.</b>	HA requirement from clause 4.6 and 4.2 contradict with each other. Hence please clarify Bank requires HA mode for both DC & DR ? Or only for DC?	HA Mode in DC only
96	22	4.6	4.6.5 The Bidder should provide a separate UAT/Training environment	What is the readiness of UAT environment that is needed.	This information shall be shared with the successful bidder.
97	22	Scope of Work 4.5.30	The bidder team should comply with Audit observation for periodic audit conducted as per Bank policy.	Our Understanding is bidder has to fix the gaps for the identified Vulnerabilities and audit observation. Conducting Vulnerability Assessment (VA) & Audit is not in bidder scope	Bidder understanding is correct
98	22	Scope of Work 4.5.31	Staff related and Vendor related frauds should also be covered in the solution in separate categories, at no extra cost to the Bank	Request Bank to share sample use case for Vendor related frauds.	This information shall be shared with the successful bidder.

99	22	Scope of Work 4.6.3	Implementation of the EFRM solution should be completed within 12 months of the acceptance of order in a phased manner.	Refer 4.17 Timelines where the total weeks allotted phasewise is totalling to 40 weeks. Request Bank to confirm the duration of the project.	Please refer timelines 4.17 ( Total time for implementing all phases is 40 weeks)
100	22	4.6.2	The proposed solution should be able to comply with various RBI and other regulatory guidelines, current & future, related to electronic payments	The proposed solution shall meet the various RBI guidelines and framework as on the date of submission of the bid. Any future regulatory or statutory requirements can be provided only as a change request with additional cost to the Bank.	No Change in the RFP Clause
101	22	4.6.2	The proposed solution should be able to comply with various RBI and other regulatory guidelines, current & future, related to electronic payments	While we agree to comply with all laws existing as on date of submission of bid, it is not possible for the bidder to envisage regulatory requirements which may be applicable in future and corresponding changes to be done to the solution, thus we request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and this clause should be amended accordingly.	No Change in the RFP Clause
102	22	4.5.30	The bidder team should comply with Audit observation for periodic audit conducted as per Bank policy.	Our Understanding is bidder has to fixed the gaps for the identified Vulnerabilities and audit observation. Vulnerability Assessment (VA) & Audit is not in bidder scope.	Bidder understanding is correct

103	22	4.6.2	The proposed solution should be able to comply with various RBI and other regulatory guidelines, current & future, related to electronic payments	Regulatory changes as per law mandate till date of award of contract to the Bidder may be provided without any additional costs; however, any future law mandates will be considered as separate CR and mutually agreed between the parties.	No Change in the RFP Clause
104	22	4.6.2	The proposed solution should be able to comply with various RBI and other regulatory guidelines, current & future, related to electronic payments	Requesting bank to accommodate that the extent of future regulatory guidelines cannot be envisage and implementation of such changes outside the warranty period to be at mutually agreed costs.	No Change in the RFP Clause
105	22	4.5 General Solution Requirement	4.5.29 The bidder team should participate in periodic DR-Drill and follow the procedure guidelines as per Bank policy during DR Drill.	we assume that cost of such drills will be borne by the Bank, Request Bank to confirm.	Bidder understanding is correct
106	22	4.5 General Solution Requirement	4.5.30 The bidder team should comply with Audit observation for periodic audit conducted as per Bank policy.	we assume that cost of such audits will be borne by the Bank. Request Bank to confirm.	Bidder understanding is correct
107	22	4. Scope of work 4.6 Customization and Implementation requirements:-	4.6.1 The Bank requires enterprise license of EFRM Software. The bidders are required to quote their price for enterprise licenses for the Production (DC and DR, only DC with HA), Test (UAT) and Training & Development (T&D) environments.	It is our understanding that there will be three different environments at DC i.e. 1. DC Production 2. Test (UAT) 3. Training & Development Please confirm.	Bidder understanding is correct
108	22	4.6.1	Bank requires enterprise license of EFRM Software. The bidders are required to quote their price for enterprise licenses for the Production (DC and DR, only DC with HA), Test (UAT) and Training & Development (T&D) environments	Sec 4.2 mentions DC, DR, UAT, training environments. Please clarify exact environments required. Can requirements on environments be given at a single place please (there is another mention of environments in sec 4.6.5)	RFP Clause is Self-Explanatory
109	22	Scope of work 4.5.31	Staff related and Vendor related frauds should also be covered in the solution in separate categories, at no extra cost to the Bank	We request bank to provide the more clarity on the mentioned point	This information shall be shared with the successful bidder.

110	22	4.5.27	The proposed solution should also be able to identify and prevent fraudulent transactions which are linked to non-monetary transaction such as ATM pin change, address/mobile no. change request, balance enquiry, etc. Multicurrency and Multiple time zones; addition Multifunction self-service channels, Wallet and other payments should also be covered.	Request Bank to kindly elaborate on the requirement and expected outcome from the EFRMS	RFP Clause is Self-Explanatory
111	23	4.6.11	The proposed solution should to run on one of the following RDBMS - Oracle/DB2/MS SQL/Text Based data. Bidder is required to factor ATS/SA for the proposed RDBMS for the entire contract period.	kindly confirm that Bidder does not have to quote RDBMS & OS Cost for these components.  We understand Bank already has EULA for Oracle RDBMS & OS (Windows & Linux).	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.
112	23	4. Scope of work 4.6 Customization and Implementation requirements:-	4.6.8 The number of concurrent users should be 50 users for the EFRMS solution. However Bank will have option to increase the number of concurrent users at the agreed cost.	Requesting bank to provide the total number of users required for the EFRMS solution.	RFP Clause is Self-Explanatory
113	23	4.6.16	None of the tools/software/utilities/solutions proposed should be open source. Any bid submitted with open source tools/software/utilities/solutions will be summarily rejected	Is it Okay to provide licensed commercial versions of Open Source tools like JBOSS, Java, Linex, and other utilities which are available in both open source and commercialy licensed variety	No Change in the RFP Clause

114	23	Scope of Work 4.6.11	<p>The proposed solution should to run on one of the following RDBMS - Oracle/DB2/MS SQL/Text Based data. Bidder is required to factor ATS/SA for the proposed RDBMS for the entire contract period.</p>	<p>In reference to the earlier EFRM RFP of Nov'19 wherein in the pre-bid query response, Bank confirmed that it has Oracle EULA and the bidders can use the same. Bidders who are not using Oracle as DB, should provide separate cost of the such other database in the commercials as additional.</p> <p>In the current RFP, there is a separate row for providing the database cost- License, ATS and implementation cost.</p> <p>In view of the above, for normalization and fair evaluation of bids from all vendors, all bidders to factor DB in both the masked offer &amp; the commercial offer irrespective of DB OEM (Oracle or non oracle). Requesting bank to confirm.</p>	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.
115	23	4.6.10	All the patches/fixes, version upgrades of all the software components released by the Principal OEM during the contract period should be provided at no extra cost. The Bidder should ensure implementation of all the patches/ fixes and version upgrades in the production environment to the latest version during the contract period	All patches/ fixes can be provided without additional cost during the contract period however, any version upgrade of the solution can be provided only at additional cost to the Bank.	No Change in the RFP Clause
116	23	4.6.13	there is any core banking system upgrade during the contract period, then it is the Bidder's responsibility to ensure that the integration with the upgraded core banking system is provided without affecting the normal course of business	The Solution price offered is subject to the assumptions and representations made by the Bank and any such requirement for integration can be provided by the bidder at additional cost to the Bank.	No Change in the RFP Clause



117	23	4.6.14	The EFRMS solution / software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank	This shall be so provided as on the date of submission of Bid	RFP Clause is Self-Explanatory
118	23	4.6.16	None of the tools/software/utilities/solutions proposed should be open source. Any bid submitted with open source tools/software/utilities/solutions will be summarily rejected	Request to remove this clause. Generally, many software products contain some open source or may do so in future releases. This allows the use of standard solutions used by many different companies as economic solutions for standard problems. Under bidder's policy, our developers are only permitted to use open source in compliance with strict policy requirements to ensure that e.g. the license has been reviewed and does not interfere with Client's licensed use of the product and that using the open source product is beneficial for the product.	No Change in the RFP Clause
119	23	4.6.17	The Bidder should comply with Bank's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under:	Our Understanding is bidder has to adhere to Bank existing SOP policies and procedures to build up the EFRM setup. ISO and PCI certification & compaliance will be Bank's responsibility, Kindly Confirm. The bidder will comply with Bank IS security policy as mutually agreed	RFP Clause is Self-Explanatory

120	23	4.6.7	As part of the technical solution, the Bidder must provide the complete IT infrastructure details like Server, Operating System, Database, Storage Capacity and other related requirements.	it is the bidders understanding that as per this clause bidder has to supply Server hardware, Operating system, Database software and Storage hardware. However since the solution is to hosted in the banks DC/DR the bank will arrange for the following in order to host the hardware solution at the bank premises i.e Racks, PDU, Network switch for connecting servers, Load Balancers, replication bandwidth between DC_DR, Network Cabling required for Servers, Backup infrastructure like media and management server, backup storage media, Tape Library will be arranged by the bank. Bank to confirm the bidders understanding is correct.	Bank will provide Hardware,OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
121	23	4.6.7	4.6.7 The Bidder shall do proactive monitoring and capacity planning at regular intervals and advise the Bank about the software upgrades.	it is the bidders understanding the bank will provide the tool for doing proactive monitoring. Bank to confirm.	RFP Clause is Self-Explanatory
122	23	4.6 Customization and Implementation requirements:-	4.6.8 The number of concurrent users should be 50 users for the EFRMS solution. However Bank will have option to increase the number of concurrent users at the agreed cost.	Request Bank to amend this clause as follows: "...However Bank will have option to increase the number of concurrent users at mutual agreed cost (between bidder and the Bank)	RFP Clause is Self-Explanatory
123	23		4.6.17 The Bidder should comply with Bank's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under: • <b><u>Responsibilities for data and application privacy and confidentiality</u></b> • Responsibilities on system and software access control and administration • <b><u>Custodial responsibilities for data, software and other assets of the Bank being managed by or assigned to the Bidder Incident response and reporting procedures</u></b> • • <b><u>Data Encryption</u></b> • Security requirement of the Bank will be shared with the successful bidder.	Please connect with GPDRS India Team along with your WBS Code for validation / Prashant Kamble" from Bidder - GDPR Team. His Email Address is pkamble@Bidder.com and contact no. is 7498874888	

124	23	4. Scope of work 4.6 Customization and Implementation requirements:-	4.6.12 System integration testing will be followed by user acceptance testing, plan for which has to be submitted by the bidder to the Bank. The UAT includes Functional tests, Resilience tests, Operational tests, Load tests etc.	Since there will be only one test environment, SIT & UAT can be done sequentially and not in parallel. Kindly confirm.	RFP Clause is Self-Explanatory
125	23	4.6.11	The proposed solution should to run on one of the following RDBMS - Oracle/DB2/MS SQL/Text Based data. Bidder is required to factor ATS/SA for the proposed RDBMS for the entire contract period.	Request bank to kindly confirm on the EULA available for the RDMS, if so ATS is also included with EULA	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.
126	23	4. Scope of work 4.6 Customization and Implementation requirements:-	4.6.11 The proposed solution should to run on one of the following RDBMS - Oracle/DB2/MS SQL/Text Based data. Bidder is required to factor ATS/SA for the proposed RDBMS for the entire contract period.	Can we propose licensed enterprise version of MySQL DB?	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.
127	24	4.6.18	The Bidder will be responsible for Backup of application and the database as per the requirement of the Bank. Bidder will provide the backup licenses.	Kindly clarify if the Backup licenses would be provided by the Bank.  As hardware is provided by the Bank.	RFP Clause is Self-Explanatory
128	24	4.6.30	The bidder is required to consider data purging & data archival solution in case same is required during the contract period without any additional cost other than the quoted TCO. All back has to be done as per Bank policy.	Request Bank to Provide more details for the cost estimation of this.	RFP Clause is Self-Explanatory
129	24	4. Scope of work 4.6 Customization and Implementation requirements:-	4.6.22 The Bidder should also provide the MIS reports as per requirement of the Bank.	Requesting bank to provide a rough estimate on the number of MIS reports to be configured in the EFRMS system.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder

130	24	4. Scope of work 4.6 Customization and Implementation requirements:-	4.6.27 Hand-over successfully either to the bank or any bidder appointed by the bank at the end of the agreed upon contract period.	EFRM applications proposed for this RFP are Intellectual properties of respective vendors and the same cannot be handed-over to another bidder. Requesting bank to explain what does hand-over mean here?	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
131	24	4. Scope of work 4.6 Customization and Implementation requirements:-	4.6.28 Bidder should build required interfaces, if any, for delivery channels and CBS at no extra cost.	Any changes required on the source system or CBS side can only be done by respective source system vendor. Kindly confirm that bank will ensure and arrange for necessary support from the respective source system vendor to do the changes.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
132	24	4. Scope of work 4.6 Customization and Implementation requirements:-	4.6.31 Bidder will have to ensure the troubleshooting in all forms like technical, functional, administrative and customer related issues etc.	Provide more details on what type of customer related issues are anticipated in the EFRMS set-up.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
133	24	Scope of Work 4.8	Reports in the RBI format for Fraud Management Reporting (FMR). Reports as required by the regulators (RBI, SEBI, etc.) to be provided as per the periodicity prescribed by the regulators.	Whether the system will interface RBI's platform for FMR in the standard format? Manual Intervention of Bank personnel would be required.	RFP Clause is Self-Explanatory
134	24	4.6.30	The bidder is required to consider data purging & data archival solution in case same is required during the contract period without any additional cost other than the quoted TCO. All back has to be done as per Bank policy	The bidder will comply with Bank IS policy for Data purging and Data archival as mutually agreed	RFP Clause is Self-Explanatory
135	24	4.6.18	4.6.18 The Bidder will be responsible for Backup of application and the database as per the requirement of the Bank Bidder will provide the backup licenses.	it is the bidders understanding that bidder has to provide backup software licenses only and the bank will provide for backup infrastructure like backup media and management server, backup storage media (disks/Tapes), Tape Library. Bank to confirm that the bidder understanding is correct.	Bidder understanding is correct

136	24	Scope of work 4.6.26	Solution should integrate with automated interactive outbound call-based alerts facility on 24X7 basis to intimate and confirm with customer in case of high risk transactions. The high risk transaction mentioned above will be pertaining to Internet and mobile banking alerts	As per our understanding bank would provide the Interactive outbound call based or sms based alerts bidder will only configure or integrate the same with the proposed solution.	Bidder understanding is correct
137	24	4.6.28	Bidder should build required interfaces, if any, for delivery channels and CBS at no extra cost.	Request bank to kindly facilitate the process. Any integration/customisation charges by the vendor/SI should be with bank	No Change in the RFP Clause
138	25	4. Scope of work 4.7 Facility Management and Monitoring Teams	Minimum number of support resources to be provided by bidder is mentioned below- Role: Application management, Case Management ,alert monitoring, OS and Database	Do we need to deploy resources for "Application management, Case Management ,alert monitoring, OS and Database" role at DR also? If yes, kindly provide the Resource type, No of resources per shift and No of Shifts details for DR site.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
139	25	4. Scope of work 4.7 Facility Management and Monitoring Teams	Case management and monitoring may comprise of a Bank Team and Bidder Team.	Requesting bank to clearly define the responsibilities of the bidder resource in 'Case Management ,alert monitoring'	RFP Clause is Self-Explanatory
140	25	4.6 Customization and Implementation requirements: 4.6.33	DR Drill shall be conducted quarterly or as per the Bank requirements during the contract period	Proposing DR Drill shall be conducted only once within a year, which will be planned in discussion with Bank.	No Change in the RFP Clause
141	25	4. Scope of work 4.7 Facility Management and Monitoring Teams	Minimum number of support resources to be provided by bidder is mentioned below- Role: Application management, Case Management ,alert monitoring, OS and Database	Do we need to deploy resources for "Application management, Case Management ,alert monitoring, OS and Database" role at DR also? If yes, kindly provide the Resource type, No of resources per shift and No of Shifts details for DR site.	RFP Clause is Self-Explanatory

142	25	4.6.32	The Bidder has to maintain confidentiality & protection for both data at rest and data in motion.	Our Understanding is bidder has to provide required support to relevant team and Bank would own the responsibility of providing tools and solution required to maintain confidentiality & protection for both data at rest and data in motion.	RFP Clause is Self-Explanatory
143	25	4. Scope of work 4.7 Facility Management and Monitoring Teams	Minimum number of support resources to be provided by bidder is mentioned below- Role: Application management, Case Management ,alert monitoring, OS and Database	Do we need to deploy resources for "Application management, Case Management ,alert monitoring, OS and Database" role at DR also? If yes, kindly provide the Resource type, No of resources per shift and No of Shifts details for DR site.	RFP Clause is Self-Explanatory
144	25	Scope of work 4.7	Facility Management Services & Monitring teams	As per our understanding, as advised in the RFP document bidders should provide minimum of 8 resources	RFP Clause is Self-Explanatory
145	26	4.7 Facility Management and Monitoring Teams	Bank will deduct penalty in case of resource availability is not met.	Proposing to remove resource level penalty,.	No Change in the RFP Clause
146	27	4.9.2 Implementation	16. Ensuring timely compliance of all Device level audit (DLA) and Vulnerability Assessment (VA) audit observations as and when shared by the Bank.	Our Understanding is bidder has to fixed the gaps for the identified Vulnerabilities and audit observation. Vulnerability Assessment (VA) & Audit is not in bidder scope.	Bidder understanding is correct

147	27	4.9.2 Implementation	17. Ensuring that the EFRM solution and operation comply with Bank's information security policies and industry leading standards (such as ISO 27001, ISO 22301, PCI DSS, etc.) and any applicable laws and regulations. Adherence to agreed SLA and Service Levels.	As the application would be installed in the Bank environment which is controlled and governed by the bank itself, the role of the bidder would be limited to adhering to the existing SOP policies and procedures to build up the EFRM setup. Therefore, ISO and PCI certification & compliance will be Bank's responsibility. Bidder will provide necessary evidences for source review and application security. Any additional compliance shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties. Kindly Confirm	RfP Clause is Self-Explanatory
148	27	4.9	Implementation : The responsibility to be carried by System integrator during pre-implementation, implementation and post implementation is as follows	What will be the total implementation period? Kindly clarify	Please refer timelines 4.17 ( Total time for implementing all phases is 40 weeks)
149	27	4.9.3	Provision of onsite warranty and annual maintenance services	What will be the warranty period. Kindly clarify	License shall be delivered with 1 year warranty. ATS shall be for remaining 4 year.
150	27	4.9.1	Identify and validate software/hardware and storage requirements for DC, DR	We assume that the Hardware infrastructure will be provided by Bank. Kindly clarify	Bank will provide Hardware,OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
151	28	4.9.3 Post Implementation	Implementation of Phase-3 will be at the option of the Bank. Bidder will responsible for migration of all data available with FRM department.	The data from the respective system should be available as per the required format shared by the bidder. What will be the expected data size? Do we need to include the costing for data migration in costing proposal	The requirements are clearly mentioned in the RfP. Further details shall be provided to the successful bidder. Bidder need to include costing.

152	28	4. Scope of work 4.9 Implementation 4.9.3 Implementation	The implementation is to be done in the following phases:	Is the 12 months implementation time provided by bank (on page 22 of RFP, section 4.6.3) is only for Phase 1 implementation or does it includes Phase 2 also?	Please refer timelines 4.17 ( Total time for implementing all phases is 40 weeks)
153	28	4. Scope of work 4.9 Implementation 4.9.3 Implementation	Implementation of Phase-3 will be at the option of the Bank.	Should bidder consider cost for Phase-3 implementation as well when quoting commercials to bank? Kindly clarify	Bidder understanding is correct
154	28	Implemenation table-Phases	<b>Phase, Channels ,Modes</b>	We request Bank to clarify and help with the Detailed scope of implementation for each of the mentioned channel/ application	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
155	28	4. Scope of work 4.9 Implementation 4.9.3 Implementation	Implementation of Phase-3 will be at the option of the Bank.	Should bidder consider cost for Phase-3 implementation as well when quoting commercials to bank? Kindly clarify	Bidder need to consider cost for Phase-3 implementation
156	29	4. Scope of work 4.9 Implementation 4.9.3 Implementation	<ul style="list-style-type: none"> <li>The Bidder would be responsible for updates, patches, bug fixes, version upgrades for the application, RDBMS, Middleware etc. <b>Bidder to co-ordinate with the bank/Bank appointed System integrator for any hardware related issue till the closure of such issues.</b></li> </ul>	Is supply of Hardware, OS, DB not in scope of the bidder? If supply of Infra is under bidders scope, why do we need to co-ordinate with bank appointed system integrator for hardware related issues? Please clarify	Bank will provide Hardware,OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
157	29	4.9.3 Post Implementation	Bidder to provide Comprehensive ATS support for the software supplied to/purchased by the Bank. ATS will commence from the date of completion of successful Go-live of Phase 1 of EFRM.	<p>We understand that contract period is of 5 years, and may be extended for 2 years as per Bank Requirement.</p> <p>Please clarify</p> <ol style="list-style-type: none"> <li>ATS period required by Bank from the date of completion of successful GO-live of Phase 1 of EFRM.</li> <li>No clarity on Warranty period, hence we assume Bank does not requires any Software and Solution warranty. Only expect ATS.</li> </ol>	RfP Clause is Self-Explanatory



158	29	4. Scope of work 4.9 Implementation 4.9.3 Implementation	<ul style="list-style-type: none"> <li>The Bidder would be responsible for updates, patches, bug fixes, version upgrades for the application, RDBMS, Middleware etc. <b>Bidder to co-ordinate with the bank/Bank appointed System integrator for any hardware related issue till the closure of such issues.</b></li> </ul>	Is supply of Hardware, OS, DB not in scope of the bidder? If supply of Infra is under bidders scope, why do we need to co-ordinate with bank appointed system integrator for hardware related issues? Please clarify	Bank will provide Hardware, OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
159	29	4.9.3 Implementation	Compliance to standards like ISO 27001:2013, PCI DSS, ISO 22301 etc., should be ensured by the Bidder. Also, Bidder is required to facilitate the Bank in audits of the same.	Our Understanding is bidder has to adhere to Bank existing SOP policies and procedures to build up the EFRM setup. ISO and PCI certification & compliance will be Bank's responsibility, Kindly Confirm.	RFP Clause is Self-Explanatory
160	29	4. Scope of work 4.9 Implementation 4.9.3 Implementation	<ul style="list-style-type: none"> <li>The Bidder would be responsible for updates, patches, bug fixes, version upgrades for the application, RDBMS, Middleware etc. <b>Bidder to co-ordinate with the bank/Bank appointed System integrator for any hardware related issue till the closure of such issues.</b></li> </ul>	Is supply of Hardware, OS, DB not in scope of the bidder? If supply of Infra is under bidders scope, why do we need to co-ordinate with bank appointed system integrator for hardware related issues? Please clarify	Bank will provide Hardware, OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
161	29	4.9.3	Bidder to provide Comprehensive ATS support for the software supplied to/purchased by the Bank	ATS is provided as per OEM policy. Please delete 'comprehensive' from this clause	No Change in the RFP Clause
162	29	4. Scope of work 4.9 Implementation 4.9.3 Implementation	<ul style="list-style-type: none"> <li>The Bidder would be responsible for updates, patches, bug fixes, version upgrades for the application, RDBMS, Middleware etc. <b>Bidder to co-ordinate with the bank/Bank appointed System integrator for any hardware related issue till the closure of such issues.</b></li> </ul>	Is supply of Hardware, OS, DB not in scope of the bidder? If supply of Infra is under bidders scope, why do we need to co-ordinate with bank appointed system integrator for hardware related issues? Please clarify	Bank will provide Hardware, OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
163	29	Scope of work 4.9.3 Implementation	EFRMS installation, configuration and integration to be done by OEM in co-ordination with the Bidder. Bidder need to have agreement with OEM for all on site resources of OEM. Bidder should have back-to-back support with OEM during the total contract period for necessary support.	Request bank to clarify the mentioned point in context to OEM onsite resource support	RFP Clause is Self-Explanatory

164	29	Scope of work 4.9.3 Implementation	<ul style="list-style-type: none"> <li>The Bidder should provide the latest version of the Software. The Bidder would be responsible for replacing the out-of-support, out-of-service, end-of-life, undersized, infrastructure elements at no extra cost to the Bank during the entire contract period of 5 Years extendable for further two years at the option of the Bank. Replacement to be done before due of date of the Product/service.</li> </ul>	As per our understanding bank is going to provide the required infra for the ptoject which would includes OS, DB, Sever, Racks, needed netowrk components& connectivity & cableing. We request bank to provide the more clarity on the mentioned point	Bank will provide Hardware,OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
165	29	Scope of work 4.9.3 Implementation	The system should be HA (high-availability) mode and with BC (Business Continuity) setup at our DR (Disaster Recovery) site. The Bidder would be responsible for installation, testing, commissioning, configuring, warranty and maintenance of the system. In case all the devices go down at DC, the function being performed by the devices should be taken over by the corresponding devices at DR site and vice - versa.	Request bank to provide the no. of resources at DC & DR respectively. The count of resources mentioned in the point 4.7 scope of work is only for DC or DC-DR both or only for the application management. Facility management services resources would be over and above the same.	Facility Management resources are for DC Location.
166	29	4. Scope of work 4.9 Implementation 4.9.3 Implementation	<ul style="list-style-type: none"> <li>The Bidder would be responsible for updates, patches, bug fixes, version upgrades for the application, RDBMS, Middleware etc. <b>Bidder to co-ordinate with the bank/Bank appointed System integrator for any hardware related issue till the closure of such issues.</b></li> </ul>	Is supply of Hardware, OS, DB not in scope of the bidder? If supply of Infra is under bidders scope, why do we need to co-ordinate with bank appointed system integrator for hardware related issues? Please clarify	Bank will provide Hardware,OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
167	30	4. Scope of work 4.9 Implementation 4.9.3 Implementation	<ul style="list-style-type: none"> <li>Solution being provided should be scalable and user configurable to cater to the future requirement of the Bank. <b>Bidder will manage EFRMS operations and monitoring in consultation with the Bank's team.</b></li> </ul>	Is EFRMS operations (i.e. fraud investigation) in scope for the bidder? Kindly clarify	RFP Clause is Self-Explanatory

168	30	4. Scope of work 4.9 Implementation 4.9.3 Implementation	The period of support coverage & Facility Management would be for 5 years from the date of Go-live of Phase 1. The bidder has to fulfil all operational and performance requirement for the entire contract period. <b>No extra cost will be borne by the bank during the contract period for any upgradation/addition/replacement of software, OS, Database, Middleware etc.</b>	Since bank is providing the entire infrastructure for deploying the EFRM application, upgradation / additions / replacements of OS, DB has to be handled by the bank. Kindly confirm.	Bank will provide Hardware, OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
169	30	4. Scope of work 4.9 Implementation 4.9.3 Implementation	• Solution being provided should be scalable and user configurable to cater to the future requirement of the Bank. <b>Bidder will manage EFRMS operations and monitoring in consultation with the Bank's team.</b>	Is EFRMS operations (i.e. fraud investigation) in scope for the bidder? Kindly clarify	rFP Clause is Self-Explanatory
170	30	4. Scope of work 4.9 Implementation 4.9.3 Implementation	Bidder/System Integrator should provide utilization details that can affect the existing IT infrastructure.	Can we leverage the existing infra monitoring tool at the bank?	This information shall be shared with the successful bidder.
171	30	4. Scope of work 4.9 Implementation 4.9.3 Implementation	The period of support coverage & Facility Management would be for 5 years from the date of Go-live of Phase 1. The bidder has to fulfil all operational and performance requirement for the entire contract period. <b>No extra cost will be borne by the bank during the contract period for any upgradation/addition/replacement of software, OS, Database, Middleware etc.</b>	Since bank is providing the entire infrastructure for deploying the EFRM application, upgradation / additions / replacements of OS, DB has to be handled by the bank. Kindly confirm.	Bank will provide Hardware, OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
172	30	4. Scope of work 4.9 Implementation 4.9.3 Implementation	• Solution being provided should be scalable and user configurable to cater to the future requirement of the Bank. <b>Bidder will manage EFRMS operations and monitoring in consultation with the Bank's team.</b>	Is EFRMS operations (i.e. fraud investigation) in scope for the bidder? Kindly clarify	RFP Clause is Self-Explanatory

173	30	4. Scope of work 4.9 Implementation 4.9.3 Implementation	The period of support coverage & Facility Management would be for 5 years from the date of Go-live of Phase 1. The bidder has to fulfil all operational and performance requirement for the entire contract period. <b>No extra cost will be borne by the bank during the contract period for any upgradation/addition/replacement of software, OS, Database, Middleware etc.</b>	Since bank is providing the entire infrastructure for deploying the EFRM application, upgradation / additions / replacements of OS, DB has to be handled by the bank. Kindly confirm.	Bank will provide Hardware,OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrasture elements and report the same to Bank Team.
174	30	4. Scope of work 4.9 Implementation 4.9.3 Implementation	• Solution being provided should be scalable and user configurable to cater to the future requirement of the Bank. <b>Bidder will manage EFRMS operations and monitoring in consultation with the Bank's team.</b>	Is EFRMS operations (i.e. fraud investigation) in scope for the bidder? Kindly clarify	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
175	30	4. Scope of work 4.9 Implementation 4.9.3 Implementation	The period of support coverage & Facility Management would be for 5 years from the date of Go-live of Phase 1. The bidder has to fulfil all operational and performance requirement for the entire contract period. <b>No extra cost will be borne by the bank during the contract period for any upgradation/addition/replacement of software, OS, Database, Middleware etc.</b>	Since bank is providing the entire infrastructure for deploying the EFRM application, upgradation / additions / replacements of OS, DB has to be handled by the bank. Kindly confirm.	Bank will provide Hardware,OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
176	30	Scope of work 4.9.3 Implementation	For High Availability - Rule & Detection Engine, Prevention Module, Case Management tool and their underlying infrastructure components are required to be in Active-Active mode. Other components of the solution can be in Active- Passive mode, provided the solution is not exceeding the RTO, RPO and Service Levels as mentioned in this RFP. Solution should provide Recovery Point Objective of 15 Minutes and Recovery Time Objective of 90 Minutes.	Some EFRM module or components are Batch based whereas some are Real Time Modules. We understand High Availability is applicable to Real Time Modules only whereas Batch Modules can be on Active at DC (no failover)- Passive at DR configuration. Kindly confirm to our understanding.	Bidder understanding is correct

177	30	Scope of work 4.9.3 Implementation	The period of support coverage & Facility Management would be for 5 years from the date of Go-live of Phase 1. The bidder has to fulfil all operational and performance requirement for the entire contract period. No extra cost will be borne by the bank during the contract period for any upgradation/addition/replacement of software, OS, Database, Middleware etc.	As per our understanding bank is going to provide the required infra for the ptoject which would includes OS, DB, Sever, Racks, needed netowrk components& connectivity & cableing. We request bank to provide the more clarity on the mentioned point in light of above statement.	Bank will provide Hardware,OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
178	30	4. Scope of work 4.9 Implementation 4.9.3 Implementation	<ul style="list-style-type: none"> <li>• Solution being provided should be scalable and user configurable to cater to the future requirement of the Bank. <b>Bidder will manage EFRMS operations and monitoring in consultation with the Bank's team.</b></li> </ul>	Is EFRMS operations (i.e. fraud investigation) in scope for the bidder? Kindly clarify	RFP Clause is Self-Explanatory
179	30	4. Scope of work 4.9 Implementation 4.9.3 Implementation	The period of support coverage & Facility Management would be for 5 years from the date of Go-live of Phase 1. The bidder has to fulfil all operational and performance requirement for the entire contract period. <b>No extra cost will be borne by the bank during the contract period for any upgradation/addition/replacement of software, OS, Database, Middleware etc.</b>	Since bank is providing the entire infrastructure for deploying the EFRM application, upgradation / additions / replacements of OS, DB has to be handled by the bank. Kindly confirm.	Bank will provide Hardware,OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
180	31	4.10 Training	Post Implementation: Provide hands-on training to the Bank personnel/ Fraud and Risk management team on EFRMS operations including but not limited to rule and scenario configuration for each channel, alert generation and monitoring, case management workflow, reporting and dash-boarding. Training duration shall be of 8 days. (8 hours per day)	What will be the training location and training infra will be arranged by the bank or bidder has to arrange	This information shall be shared with the successful bidder.

181	31	4.10 Training	The Bidder to provide on the job trainings to the Bank staffs on Application monitoring & administration, Operating System, Database and backup administration, to acquaint them with the latest features and functionalities of the solutions without any extra cost to the bank during the project tenure.	Since bank will be providing the OS, DB and back-up solutions, bank is responsible for training bank's staff on administration of the same. Kindly clarify and remove the responsibility from the bidder.	No Change in the RFP Clause
182	31	4.10 Training	The Bidder to provide on the job trainings to the Bank staffs on Application monitoring & administration, Operating System, Database and backup administration, to acquaint them with the latest features and functionalities of the solutions without any extra cost to the bank during the project tenure.	Since bank will be providing the OS, DB and back-up solutions, bank is responsible for training bank's staff on administration of the same. Kindly clarify and remove the responsibility from the bidder.	No Change in the RFP Clause
183	31	4.9.3 Implementation	<ul style="list-style-type: none"> <li>• EFRMS set up should assure the compliance to the Indian regulatory requirements. Bidder is expected to study the regulations and comply with them as and how mandate.</li> </ul>	Should the Bank require the Bidder to observe Bank's policies, then Bank should inform the Bidder prior hand of all Bank's IT and IS audit/inspection, regulatory (local/international) requirements from information security perspective.	RFP Clause is Self-Explanatory
184	31	4.9.3 Implementation	Bidder has to provide on-premises Facility Management team for application, operating system & database management & administration. <b>Bidder will be responsible for all application, operating system &amp; database related patch, version etc. management.</b>	Whether bidder can leverage Bank's existing Vulnerability Assessment and Patch Management tool, or bidder has to provision this tool. Please confirm?	RFP Clause is Self-Explanatory
185	31	4.10 Training	Pre-Implementation: Provide training to the Bank personnel on the product architecture, functionality & data feed from banking systems into the solution and the design for each solution under the scope of this RFP. Training duration shall be of 8 days. (8 hours per day)	Request Bank to provide details on frequency of the training and location of training	RFP Clause is Self-Explanatory

186	31	4.10 Training	The Bidder to provide on the job trainings to the Bank staffs on Application monitoring & administration, Operating System, Database and backup administration, to acquaint them with the latest features and functionalities of the solutions without any extra cost to the bank during the project tenure.	Since bank will be providing the OS, DB and back-up solutions, bank is responsible for training bank's staff on administration of the same. Kindly clarify and remove the responsibility from the bidder.	No Change in the RFP Clause
187	33	4.11 Benchmarking	Benchmarking The Bidder will demonstrate the benchmarking tests to confirm compliance with the stated performance parameters.	Please clarify if internal benchmark details are fine with the bank  Most of the times internal benchmark details are provided	RFP Clause is Self-Explanatory
188	33	4. Scope of work 4.12 Deliverables	iii. Product customization, implementation and Migration of Archival and Signature Systems.	Requesting bank to kindly clarify what is a signature systems?	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
189	33	4.11	Bank will provide hardware based on the sizing provided by the bidder and bidder is required to benchmark & demonstrate the projected no. of transaction & TPS mentioned in RFP. The benchmarking may be done in the DR environment	Request bank to allow the bidder to provide an existing benchmark report for similar transaction volumes as of Bank of Maharashtra as this would be a costly redundant exercise.	RFP Clause is Self-Explanatory
190	33	4.11	Bank will provide hardware based on the sizing provided by the bidder and bidder is required to benchmark & demonstrate the projected no. of transaction & TPS mentioned in RFP. The benchmarking may be done in the DR environment	Do we need to provide the solution sizing or the Bill of Material? Will the Hardware, OS etc. be procured by the bank or to be provided by the vendor? If by the vendor, why is sizing required?	Bank will provide Hardware, OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
191	34	4. Scope of work 4.13 Support	4.13.2 Provide support in setting up Production, Disaster Recovery, Near-DR (if any), Development and Test Environments.	Is setting up of Near-DR a mandatory requirement for this RFP scope?	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder

192	35	4.15 Source Code	<p>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>	Request Bank to remove this clause. OEM's will not share the source code.	No Change in the RFP Clause
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193	35	4.16 Source Code Audit/Escrow Arrangements	<p>Source code for customization done in EFRM Solution for Bank will be provided to the Bank for unlimited and unfettered use by the Bank for business use. Bidder should also provide all related material but not Limited to flow charts, annotations, design documents schema, development, maintenance and operational tools and all related documentation. EFRM Solution core source code will be kept in escrow arrangement and complete information regarding the arrangement shall be provided by the bidder. Bidder will transfer all Intellectual Property Right on non-exclusive basis for all the customization done for Bank for EFRM Solution. These IP rights will also be applicable for Bank's subsidiaries (Domestic or International) and sponsored RRBs. Source code customization done in EFRM Solution for Bank pertain to Source code audit. Bank reserves the right to carry out full source code audit through designated Third Party Auditor as and when required.</p>	Request Bank to remove this clause. OEM's will not share the source code.	No Change in the RFP Clause
194	35	4.16 Source Code Audit/Escrow Arrangements	<p>EFRM Solution core source code will be kept in escrow arrangement and complete information regarding the arrangement shall be provided by the bidder.</p>	Proposing ESCROW cost shoule be bare by Bank.	Bank will bear the cost of ESCROW arrangement.

195	35	4.15.a	<p>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>The solution is the IP owned product of the Bidder and an audit of the same by the Bank or any regulators is not acceptable and being a license deal, the solution is hosted at Bank' premises, eliminating the need for such audit. Request deletion of the Clause.</p> <p>In addition the clause is silent on the Bidder's right to audit the scope of Use permitted under the License.</p>	No Change in the RFP Clause
196	35	4.15.c	<p>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>	<p>The agreement with the software vendor, if any, cannot be provided as the terms of the agreement will be confidential information and as the bidder takes end to end responsibility, a MAF obtained from suchSoftware Vendor can be accepted against this requirement, as is the industry practice. Request Bank's confirmation.</p>	No Change in the RFP Clause
197	35	4.14 Solution Integration with SIEM	<p>It would be bidder's responsibility to integrate proposed solution with existing SIEM to generate alerts for any violations. Proposed EFRMS solution should be able to send logs in an acceptable format to the existing SIEM solution.</p> <p>Bidder would be provided adequate support by bank's existing SIEM system integrator for the purpose of integration.</p>	<p>1) It is assumed that the Integration with existing SIEM will be the responsibility of existing incumbent vendor to perform the integration task.</p> <p>2) Please provide the SIEM product details/message formats/protocols for compatibility check.</p>	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder

198	35	4.15 Source Code	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. <b>The Bank shall also have the right to conduct source code audit by third party auditor.</b>	Request Bank to kindly consider to remove this clause since third party source code review is not acceptable as it is IP of the Bidder or their concerned licensors. If Bank insists, then the parties shall discuss and agree upon a mutually beneficial means to do the same.	No Change in the RFP Clause
199	35	4.16 Source Code Audit/Escrow Arrangements 36	Bank reserves the right to carry out full source code audit through designated Third Party Auditor as and when required.	Request Bank to kindly consider to remove this clause since third party source code review is not acceptable as it is IP of the Bidder or their concerned licensors. If Bank insists, then the parties shall discuss and agree upon a mutually beneficial means to do the same.	No Change in the RFP Clause

200	35	4.16	<p>Source code for customization done in EFRM Solution for Bank will be provided to the Bank for unlimited and unfettered use by the Bank for business use. Bidder should also provide all related material but not Limited to flow charts, annotations, design documents schema, development, maintenance and operational tools and all related documentation. EFRM Solution core source code will be kept in escrow arrangement and complete information regarding the arrangement shall be provided by the bidder. Bidder will transfer all Intellectual Property Right on non-exclusive basis for all the customization done for Bank for EFRM Solution. These IP rights will also be applicable for Bank's subsidiaries (Domestic or International) and sponsored RRBs. Source code customization done in EFRM Solution for Bank pertain to Source code audit. Bank reserves the right to carry out full source code audit through designated Third Party Auditor as and when required.</p>	<p>BIDDER clearly state that source code of the solution shall not be handed over to Bank at any cost. BIDDER would like to clarify that the IP belongs to the BIDDER and the Bank shall have license to use the Software for a limited period. Hence, this needs to be modified accordingly.</p>	No Change in the RFP Clause
201	35	4.16	<p>EFRM Solution core source code will be kept in escrow arrangement and complete information regarding the arrangement shall be provided by the bidder</p>	<p>All EFRMS OEMs donot allow source code escrow. Please delete this requirement or we request bank to enter directly into escrow engagement with selected OEM</p>	No Change in the RFP Clause
202	35	4.15 Source Code	<p>The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard</p>	<p>Bidder suggest deletion of this clause and would recommend to be covered under termination for default with cure period of 30 days</p>	No Change in the RFP Clause

203	36	4.17 Timelines	<p>Sr No      Task      Time required to complete the phase (in Weeks)</p> <p>1 Delivery &amp; implementation planning - 4 weeks</p> <p>2 Implementation of project (Delivery/UAT/Pilot/Go live) - 8 weeks</p>	<p>Bank has mentioned in clause no 4.6.3 Implementation of the EFRM solution should be completed within 12 months of the acceptance of order in a phased manner. Kindly clarify that Cluase 4.17 Timelines are mentioned to start the project in this time period.</p> <p>Bank has mentioned in clause no 4.6.3 Implementation of the EFRM solution should be completed within 12 months of the acceptance of order in a phased manner. Kindly clarify that Cluase 4.17 Timelines are mentioned to start the project in this time period.</p>	Please refer timelines 4.17 ( Total time for implementing all phases is 40 weeks)
204	36	4.17 Timelines	<p>Delivery &amp; implementation planning--4 Weeks</p> <p>Implementation of project (UAT/Pilot/Go live) Phase 1--12 Weeks</p> <p>Implementation of project (UAT/Pilot/Go live Phase 2--12 Weeks</p> <p>Implementation of project (UAT/Pilot/Go live Phase 3--12 Weeks</p>	<p>Request Bank to Provide</p> <p>Delivery &amp; implementation planning--2 Months</p> <p>Implementation of project (UAT/Pilot/Go live) Phase 1--6 Months</p> <p>Implementation of project (UAT/Pilot/Go live Phase 2--4 Months</p> <p>Implementation of project (UAT/Pilot/Go live Phase 3--4 Months</p>	No Change in the RFP Clause
205	36	4. Scope of work 4.17 Timelines	2. Implementation of project (UAT/Pilot/Go live) Phase 1: 12 Weeks	Given the vast scope of phase 1, requesting bank to kindly extend Phase 1 implementation deadline to 20 weeks	No Change in the RFP Clause
206	36	4. Scope of work 4.17 Timelines	3. Implementation of project (UAT/Pilot/Go live Phase 2: 12 Weeks	Given the vast scope of phase 2, requesting bank to kindly extend Phase 2 implementation deadline to 16 weeks	No Change in the RFP Clause
207	36	4.17 Timelines	Time required to complete the phase (in Weeks)	We understand the Time line provided under the clasue "4.17 Timelines" to complete the task are from Date of PO.	Please refer timelines 4.17 ( Total time for implementing all phases is 40 weeks)

208	36	4.16	<p>Source code for customization done in EFRM Solution for Bank will be provided to the Bank for unlimited and unfettered use by the Bank for business use.</p> <p>Bidder will transfer all Intellectual Property Right on non-exclusive basis for all the customization done for Bank for EFRM Solution. These IP rights will also be applicable for Bank's subsidiaries (Domestic or International) and sponsored RRBs. Source code customization done in EFRM Solution for Bank pertain to Source code audit. Bank reserves the right to carry out full source code audit through designated Third Party Auditor as and when required</p>	<p>Underlying product being the IP owned solution of the OEM, Source code for customisation cannot be provided to the Bank and any such audit cannot be permitted. The solution is an off-the-shelf product with necessary customisation done to suit bank' business and the customisation being used as a stand alone is highly unlikely.</p>	No Change in the RFP Clause
209	36	4.17 Timelines	<p>1. Delivery &amp; implementation planning - 4 Weeks</p> <p>2. Implementation of project (Delivery/UAT/Pilot/Go live) Phase 1 - 12 weeks</p> <p>3. Implementation of project (Delivery/UAT/Pilot/Go live) Phase 2 - 12 weeks</p> <p>4. Implementation of project (Delivery/UAT/Pilot/Go live) Phase 3 - 12 weeks</p>	<p>in RFP Pg no 22 Bank has mentioned the implementation time line to be 12 months(which is 52 weeks) for completion of all phases, however here in this section it is mentioned as 40 weeks, Request Bank to clarify on the discrepancy</p>	Please refer timelines 4.17 ( Total time for implementing all phases is 40 weeks)
210	36	4.17	Timelines	<p>sec 4.6.3 mentions implementation timeline 12 months. Please update sec 4.17. Phase 1 should be 8 months, phase 2 10 months, last phase 12 months</p>	Please refer timelines 4.17 ( Total time for implementing all phases is 40 weeks)

211	36	4.16 Source Code Audit/Escrow Arrangements	<p>Source code for customization done in EFRM Solution for Bank will be provided to the Bank for unlimited and unfettered use by the Bank for business use. Bidder should also provide all related material but not Limited to flow charts, annotations, design documents schema, development, maintenance and operational tools and all related documentation. EFRM Solution core source code will be kept in escrow arrangement and complete information regarding the arrangement shall be provided by the bidder. Bidder will transfer all Intellectual Property Right on non-exclusive basis for all the customization done for Bank for EFRM Solution. These IP rights will also be applicable for Bank's subsidiaries (Domestic or International) and sponsored RRBs. Source code customization done in EFRM Solution for Bank pertain to Source code audit. Bank reserves the right to carry out full source code audit through designated Third Party Auditor as and when required.</p>	Request bank to consider paying the cost for the ESCROW arrangements	Bank will bear the cost of ESCROW arrangement.
212	36	4.17 Timelines	<p>Sr No      Task      Time required to complete the phase (in Weeks)</p> <p>1 Delivery &amp; implementation planning - 4 weeks</p> <p>2 Implementation of project (Delivery/UAT/Pilot/Go live) - 8 weeks</p>	Bank has mentioned in clause no 4.6.3 Implementation of the EFRM solution should be completed within 12 months of the acceptance of order in a phased manner. Kindly clarify that Clause 4.17 Timelines are mentioned to start the project in this time period.	Please refer timelines 4.17 ( Total time for implementing all phases is 40 weeks)
213	37	5.2 Normalization of Bids	General	Request Bank to clarify more on how Bank intends to do the normalization of the bids.	RFP Clause is Self-Explanatory

214	38	5.5	Technical Evaluation criterion Product Demonstration 100	Request Bank to elaborate the scoring methodology for these 100 marks and details on events basis which the points will be provided. This will help vendors to work on the events and further clarification if any.	Bank shall provide Scoring guideline during product demonstration.
215	38	5.5	Technical evaluation criteria	Most of EFRMS implementations are ongoing as of now and ref. banks will not be in a position to entertain site visits. It may please be changed as no. of references submitted (completed or ongoing) (i) three or more - 100 (ii) upto two - 50	No Change in the RFP Clause
216	38	5.5	Site visit	Please clarify if site visit would be at a bank with proposed solution implemented or one with bidder's implementation of any EFRMS	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
217	40	Combined Techno Commercial Evaluation	Bids will be evaluated as per Combined Quality Cum Cost Based System. The Technical Bids will be allotted weightage of 70% while Commercial Bids will be allotted weightage of 30%. The technical scores of the bidders who qualify technical evaluation shall not be disclosed to the qualified bidders.	Request Bank to disclose the The technical scores of the bidders who qualify technical evaluation.	No Change in the RFP Clause
218	41	5. Evaluation process 5.5 Technical Evaluation criterion	Note: 6. Proposed solution need not be the current version of the solution can be any version.	EFRM applications continuously evolve and the latest versions will always have the cutting edge technology which helps achieve the Fraud Management requirements goals set in the RFP. Hence requesting bank to remove this clause.	No Change in the RFP Clause
219	41	Eligibility bid	1 compact disk (CD) containing the soft copy of Eligibility bid & supporting documents	In the current situation of COVID-19 it would be difficult to submit the CD at Bank's location. Request bank to consider online submission of bids.	Bank will intimate accordingly



220	42	5.7 Bid Submission	Paper copies of RFP response should be submitted along with Demand draft / Banker's cheque / Pay order for application money (which shall be non-refundable and bid security deposit and electronic copy (Microsoft word and Excel on CD ROM) of technical bid submissions must be submitted to the bank at the following address:	Considering the Current COVID Scenario , request Bank to accept the digitally signed documents from the authorized signatory in place of stamped and signed documents submission as part of this RFP response. Document will be signed with Digital Signature Issued by Certifying authority(eg. E-mudhra, Safescrypt, n code, etc).	Bank shall intimate accordingly.
221	43	Technical Proposal Format	4. Past Experience	Will bank accept different EFRMS solution implementation from the same OEM? i.e. Same OEM might have different EFRM solutions and the solution implemented in a particular bank (which is showcased as part of the eligibility) might be different from the one being proposed for implementing in bank of Maharashtra.	No Change in the RFP Clause
222	43	4 Past Experience	Bidder to provide client details as per format in Annexure 17: Past Experience" Bidder is required to substantiate the details provided in Annexure 17: Past Experience with a letter from the bank signed by designated official from the bank, confirming scope of work, date/ period of implementation and other relevant details. Bidder is expected to provide a comprehensive understanding of best practices related to similar implementation projects from their past experience.	Request bank to consider the following; Bidder/OEM to provide client details as per format in Annexure 17: Past Experience" Bidder/OEM is required to substantiate the details provided in Annexure 17: Past Experience with a letter from the bank signed by designated official from the bank, confirming scope of work, date/ period of implementation and other relevant details. Bidder/OEM is expected to provide a comprehensive understanding of best practices related to similar implementation projects from their past experience.	No Change in the RFP Clause

223	43	Sr. No. 3	Bill of Material for proposed EFRMS solution and hardware components	We assume that the bidder has to provide the Sizing / requirement for Hardware infrastructure and the Hardware infrastructure will be provided by Bank. Kindly clarify	Bank will provide Hardware, OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
224	44	5.7 Bid Submission - Technical Proposal Format	Details of the team for implementation	What all the resource details required and what is the format. IS there any expectations on employee criteria for implementation	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
225	45		5. The bid security may be forfeited: b. 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.	5. The bid security may be forfeited: b. In case of the successful bidder, if the bidder fails to: i. Sign the mutually agreed Contract within 1 month of issue of purchase order / letter of intent.	No Change in the RFP Clause
226	47	8	OS/DB/ Middleware monitoring will be carried out by Bank team in co-ordination with technical team of successful bidder.	Is it right to assume that the bank has the necessary tools for managing the monitoring of OS/DB and Middleware or is vendor expected to provide these tools as part of FRM bid.	Bank will provide Hardware, OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
227	47	6	Service Level Availability and Monitoring	BIDDER would requests the Bank that the execution of SLA be on a mutually agreed basis and BIDDER further requests to extend and fix a reasonable timeline for SLA execution. The service level and respective penalty shall be mutually agreed between the Parties at the time of SLA execution.	No Change in the RFP Clause
228	47	6.1 Service Criteria, 4	Business Downtime” is the actual duration for which the system was not able to service Bank or the clients of Bank, due to System or Infrastructure failure as defined by Bank and agreed by the bidder.	Request bank to exclude if delay is due to Hardware and Network related delay	No Change in the RFP Clause

229	47	6.1 Service Criteria,5	5. If any one or more of the components at the DC and DRC are down resulting in non-availability of hardware, software, etc. that being part of the solution then the services listed in the availability measurements table shall be considered for calculating the downtime	Request bank to exclude if delay is due to Hardware and Network related delay	No Change in the RFP Clause
230	48	6.1 Service Criteria: EFRMS solution Service Performance Measurement	RFP has Penalties for EFRMS solution management – Version / Release/Upgrades / patches, Audit of EFRM Solution, Manpower services.	Proposing removal of penalties for EFRMS solution management – Version / Release/Upgrades / patches, Audit of EFRM Solution, Manpower services.	No Change in the RFP Clause
231	48	EFRMS solution Service Performance Measurement	<p>A.Hardware Utilization -Utilization Hardware utilization should not exceed 70% .</p> <p>B.Storage utilization should not exceed 90%.</p> <p>C.<b>Planned Downtime.</b>Each planned downtime for hardware, database and operating system servicing etc. (up gradation, bug fixing, patch uploads, regular maintenance etc.), attributable to the Bidder, will not be more than 4 hours. This activity will not be carried out during 9 AM to 9 PM. However, activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with Bank</p>	<p>A.We request clause to be amended under Service clause as 0.1% of monthly AMC/ATS cost for every 1% of deviation from the Minimum service Level (Minimum service level 99%)</p> <p>B.0.1% of monthly AMC/ATS cost for every 1% of deviation from the Minimum service Level. (Minimum service level 99%).</p> <p>C-Request to amend the clause under Service clause as Penalty of INR 1,000/- for every 30 minutes of delay above the scheduled/permissible window (Minimum service level 100% per instance)</p>	No Change in the RFP Clause

232	48	Disaster Recovery Site Availability	<p>A.Business operations to resume from Disaster Recovery Site within 90 (RTO) minutes of the Data Centre failing .BReport and Dashboard .</p> <p>B. Report and Dashboard Periodic reports to be provided to Bank</p>	<p>A.INR 1000 for every 10 Minutes of delay above the defined RTO for the reasons solely attributable to the bidder (minimum service level 100 % per instance).</p> <p>B. We request Bank to amend the clause as Delay in reporting for daily report for more than 2 hours shall incur a penalty of 0.1% of Operations Cost for the Month • Weekly Reports: By 11:00 AM, Monday • Monthly Reports: 10th of each month • Delay in reporting by more than 3 days for both weekly and monthly reports shall incur a penalty of 0.2% of Operations Cost for the Month which is as per industry standards.</p>	No Change in the RFP Clause
233	48	6. Service Level Availability and Monitoring	Availability Measurements and Penalty Monthly cost reference : Total Product cost, Installation Cost and ATS at DC/DR	Bidder requests SLA penalties should be overall capped at maximum 5% of monthly/quarterly invoicing value.	No Change in the RFP Clause
234	49	Fraud Event Response Table	24x7 monitoring of all in- scope products and channels. Categorization of events into Critical, High, Medium and Low priority shall be carried out in consultation with the selected Bidder during the contracting phase	<p>We request Bank to amend clause under Service Levels as 95-99%: 2% of the Operations Cost for the Month 90-95%: 5% of the Operations Cost for the Month &lt;90%: 8% of the Operations Cost for the Month High Priority Events: 95-99%: 0.5% of the Operations Cost for the Month 90-95%: 0.10% of the Operations Cost for the Month &lt;90%: 0.15% of the Operations Cost for the Month Medium Priority Events: 95-99%: 0.1% of the Operations Cost for the Month 90-95%: 0.2% of the Operations Cost for the Month &lt;90%: 0.5% of the Operations Cost for the Month.</p>	No Change in the RFP Clause

235	49	Report and Dashboard Table	Periodic reports to be provided to Bank	We request Bank to amend the clause as Delay in reporting for daily report for more than 2 hours shall incur a penalty of 0.1% of Operations Cost for the Month • Weekly Reports: By 11:00 AM, Monday • Monthly Reports: 10th of each month • Delay in reporting by more than 3 days for both weekly and monthly reports shall incur a penalty of 0.5% of Operations Cost for the Month which is as per the industry standards.	No Change in the RFP Clause
236	49	6.8	24x7 monitoring of all in- scope products and channels	24x7 monitoring may be needed only for online channels. Other sources could be monitored max. 2 shifts	No Change in the RFP Clause
237	49	6.1 Service Criteria	Fraud Event Response: 24x7 monitoring of all in-scope products and channels. Categorization of events into Critical, High, Medium and Low priority shall be carried out in consultation with the selected Bidder during the contracting phase.	Request bank to clarify on this point, as system wil generate the cases, but Case Manager will have to respond to the tickets.	RFP Clause is Self-Explanatory
238	50	Point No 6	6. Service Level Availability and Monitoring 6.3 Penalties	Since Hardware is provided by the Bank. Kindly clarify if the Penalties are not applicable for Hardware related points on the Bidder\SI.  Since Hardware is provided by the Bank. Kindly clarify if the Penalties are not applicable for Hardware related points on the Bidder\SI.	Bank will provide Hardware,OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
239	50	Continual Improvement Table	The Bidder is expected to provide a quarterly report of the new improvements suggested, action plans, and the status of these Improvements to the Delay in providing quarterly reports shall lead to 2% of the monthly EFRMS operation charges Bank.	We request to amend the clause as:The Bidder is expected to provide a quarterly report of the new improvements suggested, action plans, and the status of these Improvements to the Delay in providing quarterly reports shall lead to 0. 2% of the monthly EFRMS operation charges Bank	No Change in the RFP Clause

240	50	Periodic Review	The EFRMS project sponsor or locational delegate from the Bidder is expected to conduct a monthly review meeting with Bank officials resulting in a report covering details about current EFRMS Service Levels, status of operations, key frauds and new frauds identified, issues and challenges etc	We request bank to amend the clause as: meeting for next five years to be conducted on the 5th (tentatively) of each month during the operations phase. A delay of more than three days will incur a penalty of 0.1% of EFRMS operations cost for that month and no penalty if meeting is postponed by bank.	No Change in the RFP Clause
241	50	EFRMS solution management – Version / Release/Upgrades / patches	Bidder to inform Bank team and ensure that entire stack of EFRMS – software, middleware, Operating system, Database etc. are updated with latest firmware, patches, upgrades, release, version, etc. as per the Bank policy	We request Bank to amend the clause as Penalty of 0.2% for every fortnight for not informing of the Bank of latest versions/release/upgrades/patch for EFRM Solution upon its release. • As a practice Bidder follows a policy of timely informing it's customers of critical security patches of EFRMS components,there is no need for a penalty clause. In case Bank want's to protect it's interest we request a penalty of 0. 2% for every week of delayed updating/patching beyond mutually agreed upon time schedule for any component of EFRMS once notified by the Bank.	No Change in the RFP Clause
242	50	Point No 6	6. Service Level Availability and Monitoring 6.3 Penalties	Since Hardware is provided by the Bank. Kindly clarify if the Penalties are not applicable for Hardware related points on the Bidder\SI.  Since Hardware is provided by the Bank. Kindly clarify if the Penalties are not applicable for Hardware related points on the Bidder\SI.	Bank will provide Hardware,OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.

243	51	6. Service Level Availability and Monitoring 6.1 Service Criteria	Service Resolution Time (Area) EFRMS solution at DC: 10 minutes (Response Time) (Area) EFRMS solution at DR: 15 minutes (Response Time)	Requesting bank to kindly change the Response time for both the areas to 30 minutes.	No Change in the RFP Clause
244	51	6. Service Level Availability and Monitoring 6.1 Service Criteria	EFRMS solution Service Performance Measurement Downtime for servicing: Each planned downtime for hardware, database and operating system servicing etc. (up gradation, bug fixing, patch uploads, regular maintenance etc.), attributable to the Bidder, will not be more than 4 hours. This activity will not be carried out during 9 AM to 9 PM. However, activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with Bank	It is our understanding that planned downtime of 4 hours is allowed on monthly basis. Kindly confirm.	rFP Clause is Self-Explanatory
245	51	Audit of EFRM Solution	EFRMS infrastructure may be subjected to audit from Bank and/or third party	We request Bank to amend clause as Audit observations to be closed in mutually agreed timeframe. • Penalty of 0. 2% for each week of delay in implementation of critical and important observations. Penalty of 0.1% for each repeated observations. Overall penalties are on higher side we request you to reduce the penalties as per our request.	No Change in the RFP Clause
246	51	Manpower services	Bidder to provide experienced and certified manpower at Primary site as per RFP. Any resource absence bidder should provide temporary replacement. Any lacuna will attract penalty	There should be no penalty as resources will daily report at bank's premises and we request to remove the clause L3 Absence - Rs3000/- per day L2 Absence Rs2000/- per day and L1 absence Rs1000/- per day	No Change in the RFP Clause

247	51	Modification (Customization/ Enhancement s)resolution	Any functional requirement (Change Request), after completion of sign-off formalities, will be delivered in UAT within mutually agreed timeline. However, delivery of Regulatory and Statutory requirements should be based on timeline mentioned by the respective Regulatory and Statutory authorities. For large/complex requirements; the priority and the time lines will be mutually discussed and agreed upon	We request to amend the clause as: in case of delay, INR 50 per day would be levied as a penalty for every instance of deviation .	No Change in the RFP Clause
248	51	6. Service Level Availability and Monitoring	Any resource to be relieved from project should give a three month prior notice to the bank. If resource leaves before prior notice of three months, resource will be marked absent and a penalty per day for remaining period will be levied.	Any resource to be relieved from project should give a reasonable <del>three month</del> prior notice to the bank. If resource leaves before prior reasonable notice <del>of three months</del> , resource will be marked absent and a penalty per day for remaining period will be levied.	No Change in the RFP Clause
249	51	6. Service Level Availability and Monitoring 6.1 Service Criteria	Service Resolution Time (Area) EFRMS solution at DC: 10 minutes (Response Time) (Area) EFRMS solution at DR: 15 minutes (Response Time)	Requesting bank to kindly change the Response time for both the areas to 30 minutes.	No Change in the RFP Clause
250	51	6. Service Level Availability and Monitoring 6.1 Service Criteria	EFRMS solution Service Performance Measurement Downtime for servicing: Each planned downtime for hardware, database and operating system servicing etc. (up gradation, bug fixing, patch uploads, regular maintenance etc.), attributable to the Bidder, will not be more than 4 hours. This activity will not be carried out during 9 AM to 9 PM. However, activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with Bank	It is our understanding that planned downtime of 4 hours is allowed on monthly basis. Kindly confirm.	RFP Clause is Self-Explanatory



251	52	6.4	Penalties for delayed implementation	We request bank to reduce a cap of 1% of effected Product / Service line item value would be applicable as penalties for delays in meeting milestones. We will get into an SLA with bank and are fully committed to deliveries and milestones.	No Change in the RFP Clause
252	52	6.4	One percent of the total product fees would be levied as a penalty for every one week delay as per delivery timelines per product / service	Please clarify 'total product fees'. Is it total software cost, total implementation services cost or something else	RFP Clause is Self-Explanatory
253	52	6.4 Penalties 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.	Bidder requests that delay to be treated as material breach only if delay is due to reasons solely attributable to bidder	No Change in the RFP Clause
254	52	6.4 Penalties for delayed implementation	2) A cap of 10% of effected Product / Service line item value would be applicable as penalties for delays in meeting milestones 3) One percent of the total product fees would be levied as a penalty for every one week delay as per delivery timelines per product / service	Bidder requests implementation penalty at 0.5% of the cost of affected value of deliverable per week or part thereof will be charged for every week's delay subject to a maximum of 5% of the total affected value.	No Change in the RFP Clause
255	52	6.4 Penalties for delayed implementation	2) A cap of 10% of effected Product / Service line item value would be applicable as penalties for delays in meeting milestones 3) One percent of the total product fees would be levied as a penalty for every one week delay as per delivery timelines per product / service	2) A cap of 10% of effected Product / Service line item value would be applicable as penalties for delays in meeting milestones 3) <del>0.5% One percent</del> of the total product fees for relevant delayed product / services would be levied as a penalty for every one week delay as per delivery timelines per product / service	No Change in the RFP Clause
256	52	6.4 Penalties for delayed implementation	5) Service Levels shall be reviewed at least once every month during the period of contract and <b><u>may be added/ deleted/ changed by Bank as a result of such review or any new business/ IT Services requirements</u></b>	5) Service Levels shall be reviewed at least once every month during the period of contract and may be added/ deleted/ changed by Bank as a result of such review or any new business/ IT Services requirements every 6 months by mutual agreement	No Change in the RFP Clause

257	52	6.4 Penalties for delayed implementation	For a delay of more than 6 weeks in implementation, Bank will have the option of looking at more severe options like invoking the EMD/ PBG or cancelling the awarded contract	Such delays are covered under termination for default with 30 days cure period. This clause need to be reproduced there	RFP Clause is Self-Explanatory
258	53	6.6	IV. Total liability of Inspira shall not exceed the total Project Cost except in case of willful misconduct or gross negligence, IPR infringements, breach of confidentiality, or violation of any legal, regulatory, statutory obligations liability shall be unlimited. (pg53 pt.6.6)	Request Bank to cap the total liability of the project at contract value.	No Change in the RFP Clause
259	53	6.5	Cap on SLA penalty	Our understanding is that SLA penalty is also capped at 10 % of the affected service/deliverables value	No Change in the RFP Clause
260	53	6.5	Penalties	The provision for recovery of fees paid for rendering services as agreed must be removed.	No Change in the RFP Clause
261	53	6.6	Overall Liability of the Bidder	Request to modify the cap on penalty to limit the aggregate liability to the amount of fees actually paid by the Bank to the bidder under this RFP during the twelve (12) month period immediately preceding the date of the event that is the basis for the first claim with exclusion of all incidental, indirect, exemplary, consequential, special or punitive damages of any kind, including any of the foregoing losses or damages resulting from Bank' use of the solution or services provided hereunder, or arising from any breach of this agreement or any cancellation.	No Change in the RFP Clause
262	53	6.5	Cap on Penalties -Overall cap for penalties including liquidated damages will be 10% of effected Product / Service line item value	We request bank to cap the overall penalties at 5% which is as per industry standards	No Change in the RFP Clause

263	53	6.5 Cap on Penalties	Overall cap for penalties including liquidated damages will be 10% of effected Product / Service line item value. Thereafter, the contract may be cancelled and amount paid, if any, will be recovered. Penalties on delay will be applicable when the delay is not attributable to Bank.	Bidder requests that penalties on delay to be applicable only if delay is due to reasons solely attributable to bidder	No Change in the RFP Clause
264	53	7.2 Rules for responding to this tender document	<p>7.2.1.13 The price quoted by the bidder should be inclusive of all taxes, duties, levies, etc. except GST. GST will be paid on actuals. There will be no price escalation during the contract period and any extension thereafter.</p> <p>7.2.1.18.1 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; except GST and Services which are required to be extended by the bidder in accordance with the terms and conditions of the contract. GST will be paid on actuals.</p>	Bidder clarifies that although the price will be inclusive of all the taxes, duties and levies, however any increase in such taxes, duties and levies or any new taxes, duties and levies shall be charged at actuals at the time of invoicing.	No Change in the RFP Clause

265	53	6.6 Overall Liability of the Bidder	<p>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), <b>shall be at actuals and limited to the TCO</b>. 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.</p>	<p>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), <b>shall be at actuals and limited to the ACV</b>. 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.</p> <p>Under no circumstances shall either party be liable to the other for any direct, indirect, incidental, consequential, any loss of business, goodwill or profits even if such party has been advised of the possibility of such damages</p>	No Change in the RFP Clause
266	55	7.2.1.21	By submitting a proposal, the bidder agrees to promptly contract with Bank for any work awarded to the bidder, as per the agreed terms of this RFP.	Request to tweak as "By submitting a proposal, the bidder agrees to promptly contract with Bank for any work awarded to the bidder, <b>as per the mutually agreed terms.</b> "	No Change in the RFP Clause
267	55	7.2 Rules for responding to this tender document	7.2.1.15 Terms of payment as indicated in the Purchase Contract that will be issued by Bank on the selected bidder will be final and binding on the bidder and no interest will be payable by Bank on outstanding amounts under any circumstances.	Bidder proposes for any amount not paid by the customer when due will bear interest at the rate of 18% per annum.	No Change in the RFP Clause

268	55	7.2 Rules for responding to this tender document	<p>Performance Guarantee</p> <p>7.2.1.19 If the contract is awarded, the bidder should furnish a Performance Bank Guarantee (issued by a scheduled commercial bank other than Bank of Maharashtra) acceptable to bank in the format as required by the Bank to the extent of 10% of the value of the contract within 15 days of the date of receipt of the purchase contract. The performance guarantee would be for the entire period of the contract. If the Performance guarantee is not submitted, 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.</p>	<p>Bidder requests PBG to be 10% ACV and renewed annually for 10% of respective years contract value.</p> <p>Bidder understands that cure period of 30 days will be given before invoking PBG as per clause 8.8 of the RFP</p> <p>Bidder also requests that PBG be invoked only in case of material breach.</p>	No Change in the RFP Clause
269	58	7.2.1.42	<p>7.2.1.42 Bank shall inform the bidder all breaches and claims of indemnification and shall grant the bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the bidder). The written demand by Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the bidder and bidder shall be liable to pay on demand the actual amount of such loss / damages caused to Bank.</p>	<p>Request bank to remove third part claims from this clause</p>	No Change in the RFP Clause

270	58		7.2.1.42 Bank shall inform the bidder all breaches and claims of indemnification and shall grant the bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the bidder). The written demand by Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the bidder and bidder shall be liable to pay on demand the actual amount of such loss / damages caused to Bank.	7.2.1.42 Bank shall inform the bidder all breaches and claims of indemnification and shall grant the bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the bidder). The written demand by Bank as to the loss / damages mentioned above shall be mutually agreed final, conclusive and binding on the bidder and bidder shall be liable to pay on demand the actual amount of such loss / damages caused to Bank subject to LOL if attributed to Bidders fault.	No Change in the RFP Clause
271	59	7.2.1.45	Aadhar ACT : The successful bidder must comply with Aadhar Act 2016.	Since this solution would be licensed to BOM and deployed in their data centers, this Act or any part of it for this arrangement will not be applicable to the bidder. Request the bank to remove this clause	No Change in the RFP Clause
272	59	8.2.2	Payment will be made as per the milestones defined in RFP	100% license fee to be collected within 180 days of contract signing. 10% payment of license which was payable after 3 months of successful implementation should be bring it within 180 days timeline	No Change in the RFP Clause
273	59	ISMS Framework 7.2.1.46	The bidder shall abide by the ISMS framework of the Bank. Bidder shall abide by the ISMS policy and any other policy and subsequent procedures of the Bank.	Please provide the Security policies, procedure and guidelines that bidder need to comply with. Bidder will comply with Bank IS security policy and participate in bank security certifications program as mutually agreed	RfP Clause is Self-Explanatory

274	59	8.2 Payment terms	Any deviation from the proposed payment terms would not be accepted and bank shall have the right to withhold any disputed payment due to the bidder, in case of delays or defaults on part of the bidder. Such withholding of disputed payment shall not amount to a default on the part of bank.	Bidder requests deletion of the clause	No Change in the RFP Clause
275	59		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.	Indemnity would be limited to Arbitration Tribunal awarded damages and shall exclude indirect, consequential and incidental damages. Such indemnity shall be restricted to LOL clause. However indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by <del>its customers</del> and/or regulatory authorities for breaches attributed to Bidders scope.	No Change in the RFP Clause
276	60	8.2 Payment terms	<p><b>Application implementation Milestone</b>  System Requirement Specification and analysis, project Kick Off --10 %  Delivery of Licenses and Installation at DC and DR --20%  Completion of Gap Analysis and Customization--20%  Implementation Cost--20%  UAT Sign Off--10%  3 Months Post Go Live--20%</p> <p><b>License Delivery Milestone</b>  Delivery of licenses to the bank --70%  Successful installation and acceptance testing of product at DC and DR --20%  3 month post successful installation at DC and DRC--10%</p>	Request Bank to release complete License payment on delivery	No Change in the RFP Clause
277	60	8.2.3 AMC & ATS Payment	ATS payment would be made quarterly in arrears.	Request Bank to release AMC & ATS Payment as Yearly advance	No Change in the RFP Clause

278	60	8.2.2 Product Cost	<p>Application implementation Milestone</p> <ul style="list-style-type: none"> <li>- System Requirement Specification and analysis, project Kick Off: 10 % (License and Implementation Fee %)</li> <li>- Delivery of Licenses and Installation at DC and DR: 20% (License and Implementation Fee %)</li> <li>- Completion of Gap Analysis and Customization: 20% (License and Implementation Fee %)</li> <li>- Implementation Cost: 20% (License and Implementation Fee %)</li> <li>- UAT Sign Off: 10% (License and Implementation Fee %)</li> <li>- 3 Months Post Go Live: 20% (License and Implementation Fee %)</li> </ul>	<p>It is our understanding that payments break-up given for "Application implementation Milestone" will be on the 'Implementation Fee' and not including the license fee. Requesting bank to kindly change this.</p>	RFP Clause is Self-Explanatory
279	60	8.2.2 Product Cost	<p>Application implementation Milestone</p> <ul style="list-style-type: none"> <li>- System Requirement Specification and analysis, project Kick Off: 10 % (License and Implementation Fee %)</li> <li>- Delivery of Licenses and Installation at DC and DR: 20% (License and Implementation Fee %)</li> <li>- Completion of Gap Analysis and Customization: 20% (License and Implementation Fee %)</li> <li>- <b><u>Implementation Cost: 20% (License and Implementation Fee %)</u></b></li> <li>- UAT Sign Off: 10% (License and Implementation Fee %)</li> <li>- 3 Months Post Go Live: 20% (License and Implementation Fee %)</li> </ul>	<p>We assume that there is some mistake on the 4th payment milestone '- Implementation Cost: 20% (License and Implementation Fee %)'.</p> <p>Requesting bank to kindly modify this.</p>	RFP Clause is Self-Explanatory
280	60	<p>8. Terms of Reference</p> <p>8.2 Payment terms</p> <p>8.2.4 Training costs</p>	<p>1. 100% of the training cost would be payable one month post successful and satisfactory completion of the training by the bidder/OEM</p>	<p>Requesting bank to release payment towards training immediately after completion of training activity.</p>	No Change in the RFP Clause
281	60	8.2.2 Product Cost - Payment Terms	<p>Application implementation Milestone - 20% of License and Implementation fee paid - 3 months post Go Live</p>	<p>Proposing Payment of 20% of License and Implementation fee on Go Live instead of three months post Go Live</p>	No Change in the RFP Clause



282	60	8.2.4 Training costs	100% of the training cost would be payable <b>one month post successful</b> and satisfactory completion of the training by the bidder/OEM	Proposing 100% of the training cost would be <b>payable on completion of the training</b> by the bidder/OEM.	No Change in the RFP Clause
283	60	8.2.4 Training costs	Any additional training availed by bank would be payable at the rate quoted by the bidder and <b>one month post</b> successful and satisfactory completion of the training by the bidder/OEM	Proposing any additional training availed by bank would be payable at the rate quoted by the bidder, <b>on completion of the training</b> by the bidder/OEM.	No Change in the RFP Clause
284	60	8.2.2 Product Cost	License Delivery Milestone	We assume that the payments break-up given for "License Delivery Milestone" is on the 'License Fee of EFRM application'. Currently it is mentioned as "License and Implementation Fee %". Requesting bank to kindly modify this.	RFP Clause is Self-Explanatory
285	60	8.2 Payment terms	Product Cost	We understand that the Application Implementation milestone is for implementation fee and License Delivery milestone is License Fee. Requesting bank to clarify.	RFP Clause is Self-Explanatory
286	60	8.2 Payment terms	Product Cost	Requesting Bank to change the License Fee payment 100% on delivery of license. Regarding the Implementation Fee Request Bank to amend the clause as follows: a. <del>50</del> 0% on signing on contract b. <del>30</del> 0% on UAT sign-off but not later than 30 days from UAT delivery c. <del>20</del> 0% on go-live but not later than 30 days from UAT sign-off	No Change in the RFP Clause
287	60	8.2 Payment terms	8.2.1 Facility Management (FM) Manpower Fees for deploying manpower would be payable quarterly in arrears, on actuals, as per the bill submitted by the bidder and on verification by bank based on the actual resource deployed by the bidder as against the requirement defined by Bank.	Request Bank to do payment on monthly basis as bidder will be incurring cost monthly	No Change in the RFP Clause

288	60	8.2.2 Product Cost	<p>Application implementation Milestone</p> <ul style="list-style-type: none"> <li>- System Requirement Specification and analysis, project Kick Off: 10 % (License and Implementation Fee %)</li> <li>- Delivery of Licenses and Installation at DC and DR: 20% (License and Implementation Fee %)</li> <li>- Completion of Gap Analysis and Customization: 20% (License and Implementation Fee %)</li> <li>- Implementation Cost: 20% (License and Implementation Fee %)</li> <li>- UAT Sign Off: 10% (License and Implementation Fee %)</li> <li>- 3 Months Post Go Live: 20% (License and Implementation Fee %)</li> </ul>	It is our understanding that payments break-up given for "Application implementation Milestone" will be on the 'Implementation Fee' and not including the license fee. Requesting bank to kindly change this.	RFP Clause is Self-Explanatory
289	60	8.2.1	Fees for deploying manpower would be payable quarterly in arrears	Please change it as monthly in arrears as cost would be incurred every month	No Change in the RFP Clause
290	60	8.2.2	Application implementation Milestone	Please clarify if these payments are meant for implementation services cost	RFP Clause is Self-Explanatory
291	60	8.2.2	Implementation Cost	Perhaps it should be a milestone, not cost	RFP Clause is Self-Explanatory
292	60	8.2.2	3 Months Post Go Live	Please align it to go live when implementation is complete. Post go live phase is taken care of in facilities management scope and payment	No Change in the RFP Clause
293	60	8.2.2	License Delivery Milestone	Payment on this is based on license and implementation fee. Perhaps it should be only license	RFP Clause is Self-Explanatory
294	60	8.2.2	Successful installation and acceptance testing of product at DC and DR 20%	Please clarify if installation and acceptance testing means installation of application software, not UAT	RFP Clause is Self-Explanatory
295	60	8.2.2	3 month post successful installation at DC and DRC	Please clarify if installation and acceptance testing means installation of application software, not UAT/go live	RFP Clause is Self-Explanatory
296	60	8.2.3	ATS payment would be made quarterly in arrears	Please change it as annual in advance since OEMs take ATS annual in advance	No Change in the RFP Clause

297	60	8.2.5	cost of one time charges, if any, would be payable on successful commissioning and completion of acceptance test exercise for all activities or services deemed to be one time installation in this RFP	Does it relate to additional customisations asked by bank which would be handled through CR	RFP Clause is Self-Explanatory
298	60	8.2 Payment terms	8.2.1 Facility Management (FM) Manpower Fees for deploying manpower would be payable quarterly in arrears, on actuals, as per the bill submitted by the bidder and on verification by bank based on the actual resource deployed by the bidder as against the requirement defined by Bank.	Bidder requests Monthly in arrears payment terms for FM Manpower services	No Change in the RFP Clause
299	60	8.2 Payment terms	Application implementation Milestone: System Requirement Specification and analysis, project Kick Off - 10 % Delivery of Licenses and Installation at DC and DR - 20% Completion of Gap Analysis and Customization - 20% Implementation Cost - 20% UAT Sign Off - 10% 3 Months Post Go Live - 20%	Bidder proposes following payment terms for implementation Application implementation Milestone: System Requirement Specification and analysis, project Kick Off - 20 % Delivery of Licenses and Installation at DC and DR - 20% Completion of Gap Analysis and Customization - 20% SIT Completion - 20% UAT Sign Off - 10% <del>3 Months Post Go Live - 10%</del>	No Change in the RFP Clause
300	60	8.2 Payment terms	License Delivery Milestone Delivery of licenses to the bank - 70% Successful installation and acceptance testing of product at DC and DR - 20% 3 month post successful installation at DC and DRC - 10%	Bidder proposes following payment terms for License: Delivery of licenses to the bank - 80% Successful installation of application software and acceptance testing of product at DC and DR or against BG submission of equivalent amount valid till such installation - 20% <del>3 month post successful installation at DC and DRC - 10%</del>	No Change in the RFP Clause

301	60	8.2.2 Product Cost	<p>Application implementation Milestone</p> <ul style="list-style-type: none"> <li>- System Requirement Specification and analysis, project Kick Off: 10 % (License and Implementation Fee %)</li> <li>- Delivery of Licenses and Installation at DC and DR: 20% (License and Implementation Fee %)</li> <li>- Completion of Gap Analysis and Customization: 20% (License and Implementation Fee %)</li> <li>- Implementation Cost: 20% (License and Implementation Fee %)</li> <li>- UAT Sign Off: 10% (License and Implementation Fee %)</li> <li>- 3 Months Post Go Live: 20% (License and Implementation Fee %)</li> </ul>	It is our understanding that payments break-up given for "Application implementation Milestone" will be on the 'Implementation Fee' and not including the license fee. Requesting bank to kindly change this.	RFP Clause is Self-Explanatory
302	60	8.2.2 Product Cost	Implementation Cost	Kindly clarify on what criteria or completion on which milestone bank will release the 20% Payment.	RFP Clause is Self-Explanatory
303	61	8.4 Cancellation of order		Cancellation should happen only if bidder having been notified fails to cure any material breach within 30 days.	No Change in the RFP Clause
304	61	8.2 Payment terms	Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within 30 days 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.	Bidder request that the payments should be made to the Bidder within 30 days from the Bidder's invoice date.	No Change in the RFP Clause
305	61	8.2 Payment terms	Any objection / dispute to the amounts invoiced in the bill shall be raised by bank within 30 days from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), bank will make payment within reasonable time of the settlement of such disputes.	Bidder requests any objection/dispute to be raised by the customer within 15 days from the date of invoice and thereafter payment to be made within 15 days.	No Change in the RFP Clause

306	61	8.2.5 Other Payment terms	Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within 30 days 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.	Bidder has right to suspend work in event of non-payment of undisputed charges within 60 days	No Change in the RFP Clause
307	61	8.3 Compliance with All Applicable Laws	The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.	The bidder shall undertake to observe, adhere to, abide by, comply with and <del>notify</del> Bank about all laws in force or as are or as made applicable <del>in future</del> , pertaining to or applicable to them, their business, their employees or their obligations towards them <del>and all purposes of this tender</del> and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Such indemnity will be restricted to LOL	No Change in the RFP Clause

308	61	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 clamour demand of liability within reasonable time to the bidder.	The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary <del>or required for any of the purposes of this project</del> 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 <del>give notice of any such clamour demand of</del>	No Change in the RFP Clause
309	61	8.3 Compliance with All Applicable Laws	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.	Indemnity would be limited to Arbitration Tribunal 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 <del>and/or</del> regulatory authorities for breaches attributed to Bidders scope. Such indemnity will be restricted to LOL	No Change in the RFP Clause

310	61	8.4 Order cancellation	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 bidder alone: <u>▪ <b>Serious discrepancy in the quality of service / facility / security</b> ▪</u> In case of order cancellation, any payments made by Bank to the bidder would necessarily have to be returned to Bank with interest @ 15% per annum. Further, the bidder would also be required to compensate Bank for any direct loss incurred by Bank due to the cancellation of the contract and any additional expenditure to be incurred by Bank to appoint any other bidder. This is after repaying the original amount paid.	Bidder suggest deletion of the clause: Serious discrepancy in the quality of service / facility / security as the word quality is very subjective.  The reprocurement cost shall be limited to 10% of the differential cost of re-procurement	No Change in the RFP Clause
311	62	8.4 Order cancellation	In case of order cancellation, any payments made by Bank to the bidder would necessarily have to be returned to Bank with interest @ 15% per annum. Further, the bidder would also be required to compensate Bank for any direct loss incurred by Bank due to the cancellation of the contract and any additional expenditure to be incurred by Bank to appoint any other bidder. This is after repaying the original amount paid.	Proposing removal of this clause, as for any delay of failure to meet the SLA imposing penalty by Bank shall be sole remedy.	No Change in the RFP Clause
312	62	8.4 Order cancellation	Additional	Proposing any order cancellation shall be with a 60 days written communicaiton to the successful bidder.	No Change in the RFP Clause
313	62	8.5 Indemnities		Our understanding is that indemnities under i, ii, iii, iv, & v are within the liability cap except for IPR indemnity.	RFP Clause is Self-Explanatory

314	62	8.2	Payment Terms	The RFP is silent regarding remedy for bidder for any delay in payment of fees by the Bank. Request Bidder be entitled to charge a late fee interest of 18% per annum on outstanding payments and/or suspend services for non-payment of undisputed Invoices 30 days beyond due date. Further, request to remove the provision for withholding of payment.	No Change in the RFP Clause
315	62	8.4	In case of order cancellation, any payments made by Bank to the bidder would necessarily have to be returned to Bank with interest @ 15% per annum. Further, the bidder would also be required to compensate Bank for any direct loss incurred by Bank due to the cancellation of the contract and any additional expenditure to be incurred by Bank to appoint any other bidder. This is after repaying the original amount paid.	BIDDER request the Bank to delete this provision, since it is not as per the industry standard. In case of any breach, the same can be remedied within a cure period of 90 days. Hence, request the Bank to delete the same.	No Change in the RFP Clause
316	62	8.5	....Except for payments under the Agreement, under no circumstances Bank shall be liable to the selected Bidder 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....	BIDDER request the Bank to remove "direct" from this provision. We also request you to add exception for any claims due to infringement of IP, breach of confidentiality, any gross negligence or willful misconduct.	No Change in the RFP Clause



317	62	8.5 Limitation of Liability	Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value. Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited	Bidder's 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 Annual <del>Total</del> Order Value. Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited	No Change in the RFP Clause
318	62	Consequential Damages	Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the Agreement. Bidder not to be liable for any indirect, special or consequential damages or for any loss of revenue or anticipated profits or lost business. Except for payments under the Agreement, under no circumstances Bank shall be liable to the selected Bidder 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.	Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the Agreement. Bidder not to be liable for any indirect, special or consequential damages or for any loss of revenue or anticipated profits or lost business. Except for payments under the Agreement, under no circumstances either PARTIES <del>Bank</del> shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if <del>Bank of Maharashtra</del> either Parties has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.	No Change in the RFP Clause

319	62	Indemnity	8.6 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 from		
320	62		(ii) breach of any of the terms of this RFP	(ii) material breach of any of the terms of the sigend contract	No Change in the RFP Clause
321	62		, (iii) use of the allocated site and or facility provided by Bidder, the overall liability for (i), (ii) and (iii) of this clause shall be subject to limit agreed between the parties		
322	62		v) Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties	v) Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data subject to the LOL limit agreed between the parties	No Change in the RFP Clause
323	63	Performance Bank Guarantee	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 the contract period including claim period of 6 (six) months with validity starting from its date of issuance	We request bank to drop this clause for solution implementation/delivery  We request bank to drop this clause for solution implementation/delivery	No Change in the RFP Clause

324	63	8.8 Performance Bank Guarantee	<p>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 the contract period including claim period of 6 (six) months with validity starting from its date of issuance</p> <p>2. The PBG shall be submitted within 15 days of issuance of PO by Bank</p> <p>6. 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 cure period to the bidder</p>	<p>Bidder requests PBG to be 10% ACV and renewed annually for 10% of respective years contract value.</p> <p>Bidder also requests that PBG be invoked only in case of material breach.</p>	
325	63	8.8 Performance Bank Guarantee 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 the contract period including claim period of 6 (six) months with 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 scheduled commercial Bank other than Bank of Maharashtra ) acceptable to Bank for 10% of the total project cost – for the contract period including claim period of 3 (three) months with validity starting from its date of issuance	No Change in the RFP Clause
326	63	8.7	Earnest Money Deposit	Request Bank to provide relaxation from EMD amount for bidders registered under MSME.	Bank will intimate accordingly after due verification.
327	64	8.3	Compliance with applicable laws	The bidder can comply with all applicable laws to its business in its capacity as a service provider. Any regulatory or statutory obligations that are applicable to the Bank shall be managed by the Bank for the solution under the RFP, wherein Bidder can in its capacity as a service provider can take reasonable steps to incorporate the requirements in the solution, with additional cost to Bank.	No Change in the RFP Clause

328	64	8.4	Order Cancellation	The grounds stated for cancellation of order is generic. It is acceptable only for breach of material terms / conditions by the bidder in the course of its services, which is not cured by the Bidder within a cure period of 30 days.	No Change in the RFP Clause
329	65	Penalties and Delays in Bidder's Performance	8.13 Penalties and Delays in Bidder's Performance The bidder should provide uninterrupted availability of the Enterprise fraud risk management System as per the requirements of this tender. Inability of the bidder to either ensure readiness of the site as per specifications within defined timelines or to meet the service levels as specified in clause 7 shall be treated as breach of contract and would invoke the penalty clause.	We request bank to drop this clause for solution implementation/delivery  We request bank to drop this clause for solution implementation/delivery	No Change in the RFP Clause
330	65	8.14 - Liquidated Damages	If Bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in this RFP, the Bank shall, without prejudice to its other remedies under the RFP, deduct from the Total Project Value, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof and the maximum deduction is 10% of effected Product/Services line item Value.	Proposing > If Bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in this RFP, the Bank shall, without prejudice to its other remedies under the RFP, deduct from the Total Project Value, as liquidated damages, a sum equivalent to 0.50% of the effected Product / Services item value instead of complete contract amount until actual delivery or performance, per week or part thereof and the maximum deduction is 10% of effected Product/Services line item Value.	No Change in the RFP Clause

331	65	8.5	Limitation of Liability.	<p>The cap on liability is already provided under section 6.6 of the RFP. The acceptable cap and other terms under limitation is as stated under the said Section in Sr. No. 16 above.</p> <p>Unlimited liability is acceptable only for third party claims in relation to infringement of intellectual property rights on the solution provided.</p>	No Change in the RFP Clause
332	65	8.6	Indemnity	<p>The grounds of indemnity provided are very generic and wide. Being a license deal, indemnity can be offered only third party claims arising out of, or in relation to breach of Intellectual Property Rights.</p>	No Change in the RFP Clause
333	65	8.13	Penalties and Delays in Bidder's Performance	<p>BIDDER request the Bank to have any such penalites on mutually agreed terms.</p>	No Change in the RFP Clause
334	65	Penalties and Delays in Bidder's Performance	<p>8.13 Penalties and Delays in Bidder's Performance</p> <p>The bidder should provide uninterrupted availability of the Enterprise fraud risk management System as per the requirements of this tender. Inability of the bidder to either ensure readiness of the site as per specifications within defined timelines or to meet the service levels as specified in clause 7 shall be treated as breach of contract and would invoke the penalty clause.</p>	<p>We request bank to drop this clause for solution implementation/delivery</p> <p>We request bank to drop this clause for solution implementation/delivery</p>	No Change in the RFP Clause

335	66	8.14 Liquidated Damages	If Bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in this RFP, the Bank shall, without prejudice to its other remedies under the RFP, deduct from the Total Project Value, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof and the maximum deduction is 10% of effected Product/Services line item Value.	Bidder proposes liquidated damages at 0.5% of the cost of affected value of deliverable per week or part thereof will be charged for every week's delay subject to a maximum of 5% of the total affected value.	No Change in the RFP Clause
336	68	8.13 & 8.14	Penalties and Delays in Bidder's Performance & Liquidated Damages	The cap is already provided for, under Section 6.4 and 6.5 of the RFP and the acceptable penalty cap cumulatively during the period of contract is 10% of the TCV.	No Change in the RFP Clause
337	68	8.16 Force Majeure	1. Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, political instability, epidemic, pandemic, flood, fire, explosion, accident, civil commotion, war, computer viruses, industrial dispute, labour unrest and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.	1. Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, political instability, epidemic, pandemic, flood, fire, explosion, accident, civil commotion, war, computer viruses, industrial dispute, labour unrest and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party. To avoid doubt, the ongoing impact of Novel Coronavirus Disease ("COVID-19"), including but not limited to any governmental measures, is deemed to be a Force Majeure Event under clause etc	No Change in the RFP Clause

338	69	8.18 Service Continuity/ Contract Extension	<p>Vendor recognizes that all services as mentioned in this RFP document are vital to Bank and vendor agrees to provide continued services rendered by vendor or its OEM partners till the renewal of the contract after the contract expiry or till any other alternate solution is Implemented by the Bank.</p> <p>The clause is also applicable in case of termination of the contract before the expiry. In case of termination of the contract before expiry, the vendor agrees to provide services as mentioned in this RFP document till alternate arrangement is made by the Bank or 6 months, whichever is earlier.</p>	Bidder understands that any services provided during the transition phase after the completion/termination of contract shall be paid by customer upon mutually agreed payment terms.	RFP Clause is Self-Explanatory
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339	69	8.19 Exit Option and Contract re-negotiation	<p>1. 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>3. Bank will reserve the right to re-negotiate the price and terms of the entire contract <b>with the bidder at more favourable terms in case such terms are offered in the industry at that time</b></p>	<p>Bidder requests cancellation by customer to be done only in case of material breach by Bidder and cure period of 30 days to be provided.</p> <p>Bidder also requests that in case of non-payment of invoice by customer as per the agreed payment terms, Bidder has the right to terminate the contract after giving 30 days' notice.</p> <p>Bidder understands that any re-negotiation will be done mutually agreed terms &amp; condotions</p>	No Change in the RFP Clause
340	69	8.19 Exit Option and Contract re-negotiation	<p>1. Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions: a. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 15 days of receipt of purchase contract b. The selected bidder commits a breach of any of the terms and conditions of the contract</p>	<p>1. Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions: a. Failure of the successful bidder to accept the mutually agreed contract and furnish the Performance Guarantee within 15 days of receipt of purchase contract b. The selected bidder commits a material breach of any of the terms and conditions of the contract</p>	No Change in the RFP Clause



341	69	8.19 Exit Option and Contract re-negotiation	3. Bank will reserve the right to re-negotiate the price and terms of the entire contract with the bidder at more favourable terms in case such terms are offered in the industry at that time	3. Bank will reserve the right to re-negotiate the price and terms prior to reverse auction of <del>the entire contract</del> with the bidder at more favourable terms in case such terms are offered in the industry at that time	No Change in the RFP Clause
342	70	8.19 Exit Option and Contract re-negotiation	5. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The bidder should perform a reverse transition mechanism to 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 Bank or to an alternative 3rd party / vendor nominated by Bank, where Bank elects to transfer the responsibility for service delivery to a number of vendors. Bank will nominate a bidder who will be responsible for all dealings with the bidder regarding the delivery of the reverse transition services	Bidder understands that any services provided during the transition phase after the completion/termination of contract shall be paid by customer upon mutually agreed payment terms.	RFP Clause is Self-Explanatory
343	71	8.20	"....All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank."	BIDDER would like to clarify that the IPR shall be always vest with BIDDER or its OEM. Bank shall have only right to use the Deliverable for the tenure of the Agreement. Hence, this clause needs to be modified accordingly.	No Change in the RFP Clause

344	71	8.20 Intellectual Property Rights	Each Party shall always retain the exclusive ownership to its Pre-existing Material. All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.	(1) IP rights for OEM SW will be governed by OEM Licensing conditions (2) Customised software by DXC personel shall be considered work for hire and will belong to Bank (3) The Bank acknowledges that the ownership of the Software will always be with the respective licensors. (4) The Bidder represents that a separate EULA agreement is required to be entered into by the Bank with Third-party Vendors either for statutory or proprietary reasons, notwithstanding the Vendor's obligations for performance	No Change in the RFP Clause
345	72	8.24 - 3 Termination Right	The bidder shall have right to terminate only in the event of winding up of Bank	Tech M to have termination right in case of material breach by bank or for non payment more than three months	No Change in the RFP Clause
346	72	8.24 Bidder's termination right		In case of non-payment we need right to terminate	RFP Clause is Self-Explanatory
347	72	8.25 Reverse transition		Reverse transition shall happen based on mutually accepted cost.	RFP Clause is Self-Explanatory
348	72	8.19	Exit Option & Contract re-negotiation	The grounds for exit is acceptable only for 1) breach of material terms and condition that is not remedied within the cure period of 30 days 2) liquidation, voluntary winding up, bankruptcy or insolvency of the Bidder	No Change in the RFP Clause
349	72	8.24	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.	BIDDER request the Bank to termiante the Contract with casuse only. Hence, this clause needs to be redrafted accrodingly.	No Change in the RFP Clause

350	72	8.24	<p>The Bank shall be entitled to terminate the agreement at any time by giving at least 15 days 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>BIDDER request the bank to provide a 90 days notice period prior to termination and the cure period needs to be modified as 90 days instead of 15 days, considering the nuances of the Software programs.</p>	No Change in the RFP Clause
351	72	8.25	Effect Termination	<p>BIDDER request the Bank to include as follows "Upon termination of the Agreement, the Bank shall immediately make any payment accrued before the date of termination and shall uninstall the solution provided by the BIDDER. Bank shall also return any Confidential Information within the possession of Bank.</p>	No Change in the RFP Clause

352	72	8.24 Termination	<p>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.</p> <p>2. The Bank shall be entitled to terminate the agreement at any time by giving at least 15 days 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 Bank.</p>	<p>Bidder requests that in case of Termination of Convenience notice period of at least 90 days to be provided and termination exit fee to be paid over and above all the costs incurred or committed by the bidder till effective date of termination</p> <p>Bidder requests termination by customer to be done only in case of material breach by Bidder and cure period of 30 days to be provided.</p> <p>Bidder also requests that in case of non-payment of invoice by customer as per the agreed payment terms, Bidder has the right to terminate the contract after giving 30 days' notice.</p>	No Change in the RFP Clause
353	72	8.24 Termination	<p>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. 2. The Bank shall be entitled to terminate the agreement at any time by giving at least 15 days 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</p>	<p>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. 2. The Bank shall be entitled to terminate the agreement at any time by giving at least 15 days notice if: 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</p>	No Change in the RFP Clause
354	72		<p>3. The bidder shall have right to terminate only in the event of winding up of Bank</p>	<p>3. The bidder shall have right to terminate only in the event of winding up of Bank &amp; non payment of undisputed charges within 60 days</p>	No Change in the RFP Clause

355	74	8.2	Intellectual Property Rights	In the development of its products and other materials it creates, bidder uses items it has previously created across its client base so that all clients share in the work that is done. All clients thus get the benefit of work created for another Client and vice versa. If bidder could not leverage the work it had previously created in this manner then it is likely the time taken in any project would be increased, thus resulting in further costs to its Clients and being the IP owner of the solution, the OEM, the customisation IPs cannot be assigned to the Bank.	No Change in the RFP Clause
356	75	8.24.1.a	Termination	Request to increase the cure period to 30 days.  Further, the RFP does not contain provision for termination by the bidder for non-payment to protect bidder' interest.	No Change in the RFP Clause
357	76	10. Annexures 10.1 Annexure 1: Technical and Functional Requirements A System Requirement	23. Solution should be highly available with load balancing configuration.	Can the EFRMS solution leverage existing Hardware Load Balancer at the bank?	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
358	76	8.26	Non-Disclosure	As the bidder furnishes its confidential and proprietary information to the bank at the time of service delivery and the Vendor doesn't have control on the use of the Solution, request to make this clause mutual	No Change in the RFP Clause
359	79	Annex 1 (B 42)	Solution should support blocking a transaction in real time, if required	EFRMS solution can provide its recommendation based on defined rules. Blocking of transactions is to be done by transaction system	RFP Clause is Self-Explanatory

360	82	C Data Management Point 26	Should contain crawling capabilities which should be able to retrieve data that go many layers deep.	It is requested to remove this requirement  Crawling from web pages requires legal subscription from the sources which bank can take. For EFRM implementation external crawling is not required.	No Change in the RFP Clause
361	82	Data Management/26	Linkages from information sources by RBI (e.g. SMA), peer banks (defaulter lists), DRT, Court case listing databases, etc.	What is the expected method of integrating with these external data sources and their respective data formats?  What is the expected method of integrating with these external data sources and their respective data formats?	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
362	82	10. Annexures 10.1 Annexure 1: Technical and Functional Requirements C Data Management	24. Websites	Kindly provide more details on the data that needs to be ingested from the websites and website details.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
363	82	Annexure 10, C Data Manage	Rating Model	What is the data expected to be ingested from this module? Can the Bank please elaborate?	This information shall be shared with the successful bidder.
364	82	Annexure 10, D Case Manage	System should offer integration and links to tools that perform automated case processing	Our EFRM system has a comprehensive Case Management System. Is it still expected to link with automated case processing tools? If so, what tools is the Bank looking for?	RFP Clause is Self-Explanatory
365	82	10. Annexures 10.1 Annexure 1: Technical and Functional Requirements C Data Management	26. Should contain crawling capabilities which should be able to retrieve data that go many layers deep.	It is our understanding that here crawling refers to data lookup from the database. Kindly confirm.	bidder understanding is correct

366	82	Annex 1 (C 20)	Websites	Please clarify if bank intends to use websites, social media data also. Will bank provide this data in structured format to EFRMS. How many websites data is envisaged to be used	Bank intends to use websites, social media data. Bidder need to fetch such data for correlation.
367	82	10. Annexures 10.1 Annexure 1: Technical and Functional Requirements C Data Management	26. Should contain crawling capabilities which should be able to retrieve data that go many layers deep.	It is our understanding that here crawling refers to data lookup from the database. Kindly confirm.	Bidder understanding is correct
368	83	Case Management/14	The number / label / length / arrangement of such fields should be configurable	Which fields is it referring?  Which fields is it referring?	This information shall be shared with the successful bidder.
369	86	Annexure 10, F Alerting, 36	The Solution should support ability to import Alerts from external detection systems in batch and real time	Can the Bank explain the action expected to be performed by the EFRM in real time on the alerts imported from external detection systems?	This information shall be shared with the successful bidder.
370	87	F. Alerting	The Solution should be able to integrate with email/SMS gateways as required.	Selecting the vendor for SMS and Email will be managed by the bank The Vendor responsibility for SMS gateway and service charges will be paid by bank	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
371	94	M 29	Proposed solution should support integration with existing 2FA solution for triggering additional authentication methods like OTP, Soft token based on the risk of the transaction	Does bank provide soft token to customers. Understanding is that currently all the banks are providing OTP only through their existing OTP Servers for the 2FA. However, understanding is that in future of bank chooses to have a SoftToken based platform for consumers the FRM system should integrate with banks Soft Token Platform for the same. Kindly Confirm.	RfP Clause is Self-Explanatory
372	95	Annex 1 (O 5)	Proposed Solution should provide Additional Authentication in case of change in the Mobile Banking device	Authentication can be done using existing solution in bank. EFRMS application doesn't provide authentication capability	No Change in the RFP Clause

373	97	Annex 1 (R 9)	solution should have the ability to biometrically authenticate the users	Biometric authentication can be done using existing solution in bank. EFRMS application doesn't provide authentication capability	No Change in the RFP Clause
374	98	R. Other Channel Requirement Point No 29	The solution should has proven fraud detection rates around 90-95% range.	<p>These metrics should be planned at the time of implementation and hence we request this point to be removed</p> <p>Detection rates are a function of risk appetite that banks take. Some banks with higher risk appetite may choose to have wider detection to ensure higher detection rates while some with higher customer centricity may choose to have smaller detection to ensure less false positives. These metrics should be planned at the time of implementation and hence we request this point to be removed</p>	No Change in the RFP Clause
375	98	Annex 1 (R 29)	solution should has proven fraud detection rates around 90-95% range	Detection depends on rules, thresholds given by bank. Solution generates alerts accordingly. Please delete this as a specification	No Change in the RFP Clause
376	98	Annex 1 (R 30)	solution should offer the following authentication categories/methods/abilities to integrate: Risk- Based Authentication: Invisible Authentication (an Email, challenge questions, Dynamic Knowledge-Based Authentication [KBA], One-Time Passwords: Hardware Tokens, Phone/SMS) & Transaction Signing	Please clarify if a separate adaptive authentication solution is needed. Such a solution is part of security application and bank may like to implement it separately and delete this clause	RFP Clause is Self-Explanatory
377	98	Annex 1 (R 31)	solution offered should provide both login and post login transaction protection capabilities (e.g. change password)	This is a functionality of authentication system bank would be using with ATM, Net banking etc. EFRMS application doesn't do customer facing authentications	No Change in the RFP Clause



378	98	R. Other Channel Requirement Point No 29	The solution should has proven fraud detection rates around 90-95% range.	These metrics should be planned at the time of implementation and hence we request this point to be removed	No Change in the RFP Clause
379	99	R. Other Channel Requirement Point 39	The solution must provide a range of authentication capabilities, tailoring appropriate authentication for particular transaction risk levels	Does the bank want an authentication solution to be proposed or the requirement is for integration with the existing authentication engine?  What is the existing authentication engine used since banks integrate the authentication engine with EFRM solution	RFP Clause is Self-Explanatory
380	99	10. Annexures 10.1 Annexure 1: Technical and Functional Requirements R. Other Channel Requirement	42. Common Criteria certification and Federal Information Processing Standards (FIPS) 140-2 should be provided for the proposed solution.	Requesting bank to provide more details on this functionality with a use case.	This information shall be shared with the successful bidder.
381	99	10. Annexures 10.1 Annexure 1: Technical and Functional Requirements R. Other Channel Requirement	43. The solution should include a Risk based Engine with self-learning capabilities based on the user behaviour and environment. The authentication mechanism should use the risk score generated by the Risk Engine to prevent fraud in real-time by challenging high risk transactions.	Requesting bank to provide the existing 2FA and multi-factor authentication solutions available at the bank which can be integrated with the proposed EFRM solution.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
382	99	10. Annexures 10.1 Annexure 1: Technical and Functional Requirements R. Other Channel Requirement	44. The solution should provide for risk based authentication mechanism which should help the bank to deploy a layered and flexible multifactor solution covering both wired as well as wireless online users.	Kindly explain wired and wireless online users.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
383	99	R. Other Channel Requirement Point 39	The solution must provide a range of authentication capabilities, tailoring appropriate authentication for particular transaction risk levels	Does the bank want an authentication solution to be proposed or the requirement is for integration with the existing authentication engine?	This information shall be shared with the successful bidder.

384	99	R. Other Channel Requirement Point 39	The solution must provide a range of authentication capabilities, tailoring appropriate authentication for particular transaction risk levels	Does the bank want an authentication solution to be proposed or the requirement is for integration with the existing authentication engine?  What is the existing authentication engine used since banks integrate the authentication engine with EFRM solution	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
385	103	10.2 Annexure 2: Technical Bid Format	We confirm that we will abide by all the terms and conditions contained in the RFP.	We confirm that we will abide by all the terms and conditions contained in the RFP along with the assumptions set in the bid response.	No Change in the RFP Clause
386	105	10.4 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 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 Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid TENDER DOCUMENT. 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 Bank, provided however, that only the list of deviations furnished by us in Annexure 12 of the main TENDER DOCUMENT <del>which are expressly accepted by Bank and communicated to us in writing,</del> shall form a valid and binding part of the aforesaid TENDER DOCUMENT. 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 other than the assumptions set forth in our bid response.	No Change in the RFP Clause

387	106	Annexure 5 Clause 5	<p>The Bidder or OEM must have implemented or currently has under implementation an Enterprise Fraud Risk Management Solution (EFRM) in at least one Scheduled Commercial Bank (excluding RRBs and co-operative banks) in India having business mix of Rs. One Lakh Crore with at least 1000 branches</p> <p>Credentials from clients in form of Purchase Orders / Contract Agreement / Credential Letters are required to be provided for reference with the Bank. In case of under implementation (At least UAT in progress) project bidder to provide a self-declaration mentioning the project details and project status along with client contact details and Purchase Orders Contract Agreement / Credential</p>	<p>Request the bank to modify the clause as below:</p> <p>The Bidder or OEM must have implemented or currently has under implementation an Enterprise Fraud Risk Management Solution (EFRM) in at least one Scheduled Commercial Bank (excluding RRBs and co-operative banks) in India having business mix of Rs. 50,000 Crore with at least 300 branches</p>	No Change in the RFP Clause
388	106	Eligibility	Bidder should have positive net worth for last three financial years i.e. 2016-17, 2017-18 and 2018-19	Bidder should have positive net worth for at least two out of last three financial years i.e. 2016-17, 2017-18 and 2018-19	No Change in the RFP Clause
389	106	Eligibility	<p>The Bidder or OEM must have implemented or currently has under implementation an Enterprise Fraud Risk Management Solution (EFRM) in at least one Scheduled Commercial Bank (excluding RRBs and co-operative banks) <b>in India</b> having business mix of <b>Rs. One Lakh Crore with at least 1000 branches</b></p>	<p>The Bidder and / or its affiliate/subsidiary(ies) or OEM must have implemented or currently has under implementation an Enterprise Fraud Risk Management Solution (EFRM) in at least one Scheduled Commercial Bank (excluding RRBs and co-operative banks) <b>in India</b> having business mix of <b>Rs. One Lakh Crore with at least 1000 branches</b></p>	No Change in the RFP Clause
390	106	Eligibility	The Bidder need to have at least one of the following certification: ISO 9001:2015 CMMI level 5 certified and has to have the certifications valid as on date of bid submission	The Bidder and / or its affiliate/subsidiary(ies) need to have at least one of the following certification: ISO 9001:2015 CMMI level 5 certified and has to have the certifications valid as on date of bid submission	No Change in the RFP Clause

391	106	Annex 05	minimum annual turnover of Bidder should not be less than INR 200 crores in each of the last three financial years, viz., 2016-17, 2017-18 and 2018-19 from India operations	With a view to engaging with bidder of good financial standing, we suggest to change this criteria as min 500 cr. in each of the last three years	No Change in the RFP Clause
392	106	Annexure 5 Eligibility Criteria Point 3 of Criteria to be met by the Bidder	The minimum annual turnover of Bidder should not be less than INR 200 crores in each of the last three financial years, viz., 2016-17, 2017-18 and 2018-19 from India operations	Request Bank to consider and change the clause as: The average annual turnover of Bidder should not be less than INR 75 crores in each of the last three financial years, viz., 2016-17, 2017-18 and 2018-19 from India operations. This would bring in more competitive vendors / bidders with latest offerings and provide the Bank upper hand to make a quality decision.	No Change in the RFP Clause
393	106	Annexure 5 Eligibility Criteria Point 6 Criteria to be met by the Bidder	The Bidder need to have at least one of the following certification: ISO 9001:2015 CMMI level 5 certified and has to have the certifications valid as on date of bid submission	Request Bank to consider and change the clause as: The Bidder need to have the following certification: ISO 9001:2015, CMMI level 3 or CMMI level 5 certified and has to have the certifications valid as on date of bid submission	No Change in the RFP Clause
394	106	10.5 Annexure 5: Eligibility Criteria Compliance A. Criteria to be met by the Bidder	3. The minimum annual turnover of Bidder should not be less than INR 200 crores in each of the last three financial years, viz., 2016-17, 2017-18 and 2018-19 from India operations	Requesting bank to kindly change this clause to "Bidder should have a minimum turnover of INR 40 crore in the last two Financial Years i.e. FY 2018-19 and FY 2019-20"	No Change in the RFP Clause
395	106	10.5 Annexure 5: Eligibility Criteria Compliance A. Criteria to be met by the Bidder	4. Bidder should have positive net worth for last three financial years i.e. 2016-17, 2017-18 and 2018-19	Requesting bank to kindly change this clause to "Bidder should have positive net worth for last three financial years i.e. 2017-18, 2018-19 and 2019-20"	No Change in the RFP Clause

396	107	10.5 Annexure 5: Eligibility Criteria Compliance	The bidder should have a minimum of 10 individuals with prior experience in implementation of FRM or a Risk management solution. All resources must be on the payroll of the bidder.	OEM implementation is asked in this RFP response . Request bank to modify the clause as " The bidder/OEM should have a minimum of 10 individuals with prior experience in implementation of FRM or a Risk management solution. All resources must be on the payroll of the bidder/OEM."	Please refer corrigendum for change in clause uploaded on Bank Website.
397	107	Eligibility	The proposed bidder should have office in India and should be able to support project in India during the contract period.	The proposed Bidder and / or its affiliate/subsidiary(ies) should have office in India and should be able to support project in India during the contract period.	No Change in the RFP Clause
398	108	10.5 Annexure 5: Eligibility Criteria Compliance  Criteria to be met by the OEM	2. The OEM should be listed in Chartis RiskTech100 for 2019 or 2020.	Chartis RiskTech 100 listing features Risk Technology firms across all types of industry verticals such as • Banking • Buy-side • Corporations • Insurance • Sell-side  Banking EFRM is just a minuscule part of this. This being the case requesting bank to kindly modify the clause to "The OEM should be listed in Category Leaders Quadrant of 'RiskTech Quadrant for account-based enterprise fraud risk management solutions, 2019'" as Chartis RiskTech Quadrant for Enterprise fraud technology solutions is the only analyst report with true focus on Enterprise Fraud Management domain.	No Change in the RFP Clause

399	108	Annexure 5 Clause 1	The proposed OEM solutions should have been implemented or under implementation in at least one Scheduled Commercial Bank (excluding RRBs & cooperative Banks) in India having more than 1000 branches and business mix of Rs 1 Lakh crore. In case there are multiple OEMs or multiple solutions from a single OEM, the above clause would be separately applicable for each of the solution.	Request the bank to modify the clause as below:  The proposed OEM solutions should have been implemented or under implementation in at least one Scheduled Commercial Bank (excluding RRBs & cooperative Banks) in India having business mix of Rs. 50,000 Crore with at least 300 branches . In case there are multiple OEMs or multiple solutions from a single OEM, the above clause would be separately applicable for each of the solution.	No Change in the RFP Clause
400	109	10.6 Annexure 6: Cover Letter	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.	2. If our Bid is accepted, we undertake to abide by all terms and conditions of this tender along with assumptions as set forth in our bid response and also to comply with the delivery schedule as mentioned in the Tender Document.	No Change in the RFP Clause
401	109	10.6 Annexure 6: Cover Letter	4. This bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.	4. This bid along with our assumptions, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.	No Change in the RFP Clause
402	110	10.7 Annexure 7: Application Management Services	11. Configuring and managing HTTP	It is our understanding that bank will provide necessary SSL certificates for EFRM deployment. Kindly confirm.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
403	114	10.9 Annexure 9: Bid Security Form	d) Every Guarantee shall be issued (regardless of the guarantee period) with a minimum claim period of one year from the date of expiry on top of the guarantee period so as to avail benefit of Exception 3 of the Section 28 of the Indian Contract Act, 1872	d) Every Guarantee shall be issued (regardless of the guarantee period) with a minimum claim period of three months <del>one year</del> from the date of expiry on top of the guarantee period <del>so as to avail benefit of Exception 3 of the Section 28 of the Indian Contract Act, 1872</del>	No Change in the RFP Clause

404	116	10.10 Annexure 10: Commercial Bill of Material	3. Database	It is our understanding that bank provide Oracle database licenses as per sizing recommendation provided by the bidder and bidder need not quote for the same? Kindly clarify.	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.
405	116	10.10 Annexure 10: Commercial Bill of Material		If bank is providing the Servers, OS, Storage, Network devices, backup and database licenses, will bank take care of Annual Maintenance / Support required for the Infra components supplied by the bank? Kindly clarify.	Bank will provide Hardware,OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
406	116	Annexure 10: Commercial Bill	Sr 3 Database	Does the bank have unlimited License Agreement with a Database vendor which can be leveraged for the Fraud Management Solution?	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.
407	116	10.10 Annexure 10: Commercial Bill of Material	Application Cost - Table (Year 2, 3,4,5)	we understand that the column provided for year 2,3,4,5 is for QTY, Rate and Total Amount. Request Bank to clarify.	RFP Clause is Self-Explanatory
408	116	10.10 Annexure 10: Commercial Bill of Material	Application Software ATS - Table (Year 2, 3,4,5)	We understand that column provided for year 2,3,4,5 is for 1. Base product cost (as provided in application cost table), 2.Percentage rate (to derive ATS per year - percentage of base product cost), 3. Total ATS Amount per year. Request Bank to clarify	RFP Clause is Self-Explanatory

409	116	10.10 Annexure 10: Commercial Bill of Material	Facility Management - Table (Year 2, 3,4,5)	We understand that the column provided for year 2, 3, 4, 5. is for 1. Rate per resource/year (considering single shift per resource), 2. Number of personnel (total number of resources considering shift count- 1shift - 1resource), 3.Total Amount (rate per resource X Number of personnel) Request Bank to clarify	RFP Clause is Self-Explanatory
410	117	10.10 Annexure 10: Commercial Bill of Material	Implementation cost - Table - Qty Column	what does the Qty signify here in the table, Request Bank to clarify	RFP Clause is Self-Explanatory
411	117	10.10 Annexure 10: Commercial Bill of Material	Implementation cost - Table - Rate Column	we understand that rate signifies per man day rate. Request Bank to confirm.	RFP Clause is Self-Explanatory
412	117	10.10 Annexure 10: Commercial Bill of Material	Implementation cost - Table - Total Amt (INR) Column	we understand that Total Amount is multiplication of Qty and Rate, Request Bank to clarify	RFP Clause is Self-Explanatory
413	117	10.10 Annexure 10: Commercial Bill of Material	Training Type - Table - Rate per day	we understand that 8 days provided in the table is per year qty, hence for 5 years bidder need to quote for 40 training days. Request Bank to clarify.	Single Pre implementation and Post implementation training during 5 years.
414	117	10.10 Annexure 10: Commercial Bill of Material	Training Type - Table	Request Bank to clarify on the location of the training	This information shall be shared with the successful bidder.
415	117	10.10 Annexure 10: Commercial Bill of Material	Overall costing - Grand Total - TCO	We understand that the 5 year TCO will be used to finalized the CLOW bidder, And successful bidder will be finailized after techno commercial evaluation (70% - Techincal + 30% Commercial), Request Bank to confirm.	RFP Clause is Self-Explanatory



416	118	10.11 Annexure 11: Compliance Statement for Reverse Auction	2 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.	2 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 and the assumptions as set forth in our bid response.	No Change in the RFP Clause
417	121	Annexure 13: Pre Contract Integrity Pact	pre-bid pre-contract Agreement (To be stamped in accordance with the stamp act Rs.500)	In the current situation of COVID-19 request bank to consider to accept the Integrity pact on letterhead and on later stage it can be provided on the non judicial stamp paper of Rs, 500	No Change in the RFP Clause
418	123	10.13 Annexure 13: Pre Contract Integrity Pact	5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact	Bidder is giving PBG and hence clause reference to Bond need to be deleted	No Change in the RFP Clause
419	124	7. Fail Clause:	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 presentbid in respect ofanyother Ministry/department of theGovernmentof India or PSU and if it is found at anystage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	Request Bank to delete this clause as the solution for different bank and costing for the same will be unique.	No Change in the RFP Clause

420	124	7.1	<p>7. Fail Clause:</p> <p>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 concluded.</p>	<p>BIDDER would request the Bank to delete this provision.</p>	No Change in the RFP Clause
421	124	10.13 Annexure 13: Pre Contract Integrity Pact	<p>7. Fail Clause: 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 concluded.</p>	<p>7. Fail Clause: 7.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services (in similar quantities) 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 (in similar quantities) was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.</p>	No Change in the RFP Clause

422	126	Annexure 13, clause 7.1	Fail Clause	The pricing offered in any given deal is based on then current market factors. Further, no two deals are alike. The commercials of each deal are agreed on a case by case basis based on a number of factors. Each transaction needs to be evaluated based on the commercial proposal offered, negotiated and finally agreed between the parties. In addition, this causes accounting issues for bidder in relation to being able to recognize the revenue in the manner contemplated in the price offered.	No Change in the RFP Clause
423	140	10.21 Resource Plan Matrix	Application Management & Monitoring : L1 • Fraud Event monitoring & alert/Incident tracking, regular solution administration.	Fraud investigation is the responsibility of bank's team. Kindly confirm.	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
424	142	10.22 Transaction Volume		- Requesting bank to provide the number of Active accounts. - Year on Year Growth % of number of Account	Please refer annexure 22
425	142	10.22 Transaction Volume		- Requesting bank to provide the number of Internet Banking Users (Retail) - Year on Year Growth % of number of Internet Banking Users (Retail)	Please refer annexure 22
426	142	10.22 Transaction Volume		- Requesting bank to provide the number of Internet Banking Users (Corporate) - Year on Year Growth % of number of Internet Banking Users (Corporate)	Please refer annexure 22
427	142	10.22 Transaction Volume		- Requesting bank to provide the number of Mobile Banking Users - Year on Year Growth % of number of Mobile Banking Users	Please refer annexure 22
428	142	10.22 Transaction Volume		- Requesting bank to provide the total number of Debit Cards - Year on Year Growth % of number of Debit Cards	Please refer annexure 22

429	142	10.22 Transaction Volume		<ul style="list-style-type: none"> <li>- Requesting bank to provide total number of UPI IDs / users</li> <li>- Year on Year Growth % of number of UPI IDs / users</li> </ul>	Please refer annexure 22
430	142	10.22 Transaction Volume	5.1 Card Based Transactions	<ul style="list-style-type: none"> <li>- Requesting bank to provide the hourly Maximum transaction count for "Card Based Transactions". i.e. Maximum transactions observed in an hour.</li> <li>- YoY transaction growth % of "Card Based Transactions"</li> </ul>	Please refer annexure 22
431	142	10.22 Transaction Volume	5.2 Internet Banking Transactions	<ul style="list-style-type: none"> <li>- Requesting bank to provide the hourly Maximum transaction count for "Internet Banking Transactions". i.e. Maximum transactions observed in an hour.</li> <li>- YoY transaction growth % of "Internet Banking Transactions"</li> </ul>	Please refer annexure 22
432	142	10.22 Transaction Volume	5.3 Mobile Banking Transaction	<ul style="list-style-type: none"> <li>- Requesting bank to provide the hourly Maximum transaction count for "Mobile Banking Transactions". i.e. Maximum transactions observed in an hour.</li> <li>- YoY transaction growth % of "Mobile Banking Transaction"</li> </ul>	Please refer annexure 22
433	142	10.22 Transaction Volume	5.4 UPI Transactions	<ul style="list-style-type: none"> <li>- Requesting bank to provide the hourly Maximum transaction count for "UPI Transactions". i.e. Maximum transactions observed in an hour.</li> <li>- YoY transaction growth % of "UPI Transactions"</li> </ul>	Please refer annexure 22
434	142	10.22 Transaction Volume	5.5 Branch Transactions	<ul style="list-style-type: none"> <li>- Requesting bank to provide the hourly Maximum transaction count for "Branch Transactions". i.e. Maximum transactions observed in an hour.</li> <li>- YoY transaction growth % of "Branch Transactions"</li> </ul>	Please refer annexure 22
435	142	10.22 Transaction Volume	6. TPS	Our understanding is that the TPS volumes provided here are peak TPS data. Kindly confirm.	Bidder understanding is correct

436	142	10.22	Transaction volume	No. of account is typically more than no. of customers	RFP Clause is Self-Explanatory
437	144	3	Transaction volume (Avg Daily Transactions)	The total transactions in row 3 is not equal to the sum of transactions in row 4, 5. It is less by about 2 million per day. Can the bank explain where the extra 2 million transactions are coming from?	RFP Clause is Self-Explanatory
438	19 21	4.4 4.5.16	Proposed Solution should provide pre-packaged scenarios and predictive scoring modelling techniques to detect and prevent traditional and emerging fraud attacks	EFRMS applications deployed till now provide rule based detection. Predictive modeling can be done later on when sizeable data is accumulated in EFRMS solution as separate scope. Please keep predictive modeling, machine learning etc. out of scope	No Change in the RFP Clause
439	27 29	4.9.2	Ensuring that the EFRM solution and operation comply with Bank's information security policies and industry leading standards (such as ISO 27001, ISO 22301, PCI DSS, etc.) and any applicable laws and regulations  Compliance to standards like ISO 27001:2013, PCI DSS, ISO 22301 etc., should be ensured by the Bidder	EFRMS solutions available as of now are not PCI DSS compliant. Please delete this requirement	No Change in the RFP Clause
440	30,31	4.9.3 Implementation	For High Availability - Rule & Detection Engine, Prevention Module, Case Management tool and their underlying infrastructure components are required to be in Active-Active mode. Other components of the solution can be in Active- Passive mode, provided the solution is not exceeding RPF for supply, installation, commissioning and maintenance of EFRMS the RTO, RPO and Service Levels as mentioned in this RFP. Solution should provide Recovery Point Objective of 15 Minutes and Recovery Time Objective of 90 Minutes.	Some EFRM module or components are Batch based whereas some are Real Time Modules. We understand High Availability is applicable to Real Time Modules only whereas Batch Modules can be on Active at DC (no failover)- Passive at DR configuration. Kindly confirm to our understanding.	Bidder understanding is correct

441	48-51	6. Service Level Availability and Monitoring	EFRMS solution Service Performance Measurement Various Penalties	Bidder requests SLA penalties should be overall capped at maximum 5% of monthly/quarterly invoicing value.	No Change in the RFP Clause
442	50,54	Point No 6	6. Service Level Availability and Monitoring 6.3 Penalties	Since Hardware is provided by the Bank. Kindly clarify if the Penalties are not applicable for Hardware related points on the Bidder\SI.	Bank will provide Hardware, OS and DB. Bidder need to monitor versions upgrade, out of service, end of life, undersized infrastructure elements and report the same to Bank Team.
443	53,55	7.1 General, 7.2 Rules for responding to this tender document	The bidders should adhere to the terms of this tender document and any deviation to the same would not be accepted. 7.2.1.22 Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by Bank and accepted by Bank in writing.	Bidder request customer to consider the few critical finance terms & conditions deviation if not agreed in pre-bid response.	No Change in the RFP Clause
444	61-62	8.4 Order cancellation	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 bidder alone: ?? Delay in site readiness and handing over the site to Bank ?? Serious discrepancy in the quality of service / facility / security ?? In case of order cancellation, any payments made by Bank to the bidder would necessarily have to be returned to Bank with interest @ 15% per annum. Further, the bidder would also be required to compensate Bank for any direct loss incurred by Bank due to the cancellation of the contract and any additional expenditure to be incurred by Bank to appoint any other bidder. This is after repaying the original amount paid.	Bidder requests Order cancellation by customer to be done only in case of material breach by Bidder and cure period of 30 days to be provided before such cancellation Bidder request to delete refund of any payment clause mentioned in this clause. Bidder also requests that in case of non-payment of invoice by customer as per the agreed payment terms, Bidder has the right to suspend or terminate the contract after giving 30 days' notice.	No Change in the RFP Clause

445	86 - 99	Annex 1 (E 20 - 28), (F 4 - 10), (I 2), (R 2, 45, 48)	Correlation, anomaly detection, predictive models, fuzzy match, statistical model	These are not used as of now in fraud detection which is rule based alert generation. These requirements may please be deleted to ensure an optimal solution	No Change in the RFP Clause
446	NA	NA	General	It is suggested to define term "delivery" as it is link to payment term,	RFP Clause is Self-Explanatory
447	NA	NA	General	No specific warranty provisions have been mentioned. Please share the warranty provisions .	License shall be delivered with 1 year warranty. ATS shall be for remaining 4 year.
448	NA	NA	General	<p>Kindly confirm that the Bank will allow Bidder to leverage to secure the proposed new EFRM platform for network and server security services.</p> <p>Security tools:</p> <p>Network Security - Firewalls Network IPS WAF</p> <p>Server Security - Anti-virus and anti-malware Patching systems Encryption Privilege Identity/access/user management Vulnerability assessment and penetration test</p> <p>Application Security- Identity and access management Application security testing tool</p>	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder

449	NA	NA	General	We presume, Bank will own the accountability to provide the infrastructure and network controls according to RBI/other regulatory requirements and ISO 27001:2013, PCI DSS, etc on self, kindly confirm	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
450	NA	NA	General	Any audit (RBI regulatory compliance / PCI DSS)/ ISO 27011 and certification is not in scope of Bidder, kindly confirm.	Bidder need to comply with Audit observation.
451		4.11	Bank will provide hardware based on the sizing provided by the bidder	Request Bank to provide virtual environment details it would provide like - OS, hypervisor, DB etc	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
452		8.2.2 Product Cost - Payment Terms	License Delivery Milestone - 10% of License and Implementation fee paid -3 month post successful installation at DC and DRC	Proposing payment of - 10% of License and Implementation fee on post successful installation at DC and DRC	No Change in the RFP Clause
453				Further in case of cancellation, Bidder shall not be responsible for refund of the amount paid or any interest, however, bank shall be at liberty to pursue its legal remedy in accordance with this agreement.	No Change in the RFP Clause
454			General	Please provide the current architecture for the B	This information shall be shared with the successful bidder.
455			General	What is the current EFRMS platform that is used	This information shall be shared with the successful bidder.
456			General	What is the current data structure and tables	This information shall be shared with the successful bidder.
457			General	What is the current EFRMS platform that is used at the bank and the its limitations and challenges	This information shall be shared with the successful bidder.
458			General	Please specify the existing shortcomings of the system for EFRM at place.	This information shall be shared with the successful bidder.



459			General	Is there any data sourcing requirement part of the current RFP	This information shall be shared with the successful bidder.
460			General	What are the total number of inbound system that bring data to the EFRMS?	This information shall be shared with the successful bidder.
461			General	<p>BIDDER requires inclusion of the following clauses on a mutually agreed basis and in this regard the BIDDER would like to discuss with Bank. This list is inclusive of various other terms of the agreement and is not exhaustive.</p> <p>1) Limitation of Liability and exclusion of indirect damages from Liability</p> <p>2) Ownership</p> <p>3) Intellectual Property Rights</p> <p>4) Assignment</p> <p>5) Transition Plan</p> <p>6) Penalties</p> <p>7) Indemnities</p> <p>8) LD</p> <p>9) Termination by successful BIDDER for non-payment by Bank</p> <p>We would also request the Bank to include provision for the below: 1) Termination compensation by the Bank in the event of termination of the agreement by the Bank prior to completion of the term,.</p>	No Change in the RFP Clause
462			General	Request bank to conduct the prebid meeting online and allow submission of RFP response as well as RFP related financial instruments online.	Bank will inform the Bidder accordingly.

463			General	It would be good if details are provided on in scope source systems to be monitored, solution capabilities expected, environments needed etc. only once in RFP. These details have been mentioned at multiple sections all of which donot match with each other	The requirements are clearly mentioned in the RFP. Further details shall be provided to the successful bidder
464			Critical priority events within 15 minutes of event identification High priority events within 30 minutes of event identification Medium priority events within 60 minutes of event identification	We request to please change these as;  Critical priority events within 30 minutes of event identification High priority events within 60 minutes of event identification Medium priority events within 120 minutes of event identification	No Change in the RFP Clause
465		Bank Responsibilities		(1) Bank to set out standard bank dependencies (2) Bidder suggest adding appropriate relief event/savings clause to enable Bidder ability to obtain schedule adjustments or financial relief in case of delay / inaction attributable to Bank	No Change in the RFP Clause
466		General		Request bank to provide the extension of atleast 10 working days from the date of publishing response to pre-bid queries raised by the bidders, looking at the extensive nature & documentation involved in providing a response to the RFP document.	No Change in the RFP Clause
467		General		Requesting bank to allow MSME companies to participate in the RFP process and add clauses related to MSME participation (as per Govt. of India, Ministry of MSME guidelines).	Bidder need to provide Valid MSME certificate.