

Sly No	Page No of RFP	Clause No	RFP Clause	Bidder's Query	Final Response (After RFP Committee)
1	15	5	Eligibility Criteria. Bullet point no 15 - Backlining: Bidder needs to submit a self-declaration at the time of bid submission however the agreement copy needs to submit after L1 declaration	Bidder will provide a self declaration that the bidder will place the ATS/AMC to the OEMs. Please confirm if this is sufficient as a compliance to the backlining requirement in the RFP, and no specific backlining agreement to be submitted by the bidder	Please be guided by the RFP, Bidder to comply with RFP Terms.
2	15	5	Eligibility Criteria	Please note that the bid submission may include certain deviations in the proposals, in accordance to the Bidder's understanding of the scope and the same should be discussed and mutually agreed and shall not be rejected by the Bank unilaterally.	Please be guided by the RFP, Bidder to comply with RFP Terms.
3	17	7.3	Security Operations Center	Please provide current Application Delivery Controller with Web-Application Firewall Device details - Solution Implemented ? Or under-implementation ? Or yet to finalize the solution ? - provide Vendor Name - Type and Model Number - Number of Devices in DC & DR - AMC Details	ADC and WAF -Not part of this RFP
4	18	7.3	Security Operations Center	Please provide current Proxy details - Solution Implemented ? Or under-implementation ? Or yet to finalize the solution ? - provide Vendor Name - Type and Model Number - Number of Devices in DC & DR - AMC Details	Please refer to Appendix K, additional details would be shared with the Successful Bidder
5	18	7.3	Security Operations Center	Please provide details about SIEM (HP ArcSight) - Number of ESM - Number of Logger - Number of EPS - Number of devices integrated - Number of Use Cases to be Created - Number of uDSM required	Please refer to Appendix K, additional details would be shared with the Successful Bidder
6	18	7.3	Security Operations Center	"Please provide current Firewall details - Solution Implemented ? Or under-implementation ? Or yet to finalize the solution ? - provide Vendor Name - Type and Model Number - Number of Devices in DC & DR - AMC Details	Please refer to Appendix K, additional details would be shared with the Successful Bidder
7	18	7.3	Security Operations Center	Please provide current IPS details - Solution Implemented ? Or under-implementation ? Or yet to finalize the solution ? - provide Vendor Name - Type and Model Number - Number of Devices in DC & DR - AMC Details	Please refer to Appendix K, additional details would be shared with the Successful Bidder
8	18	7.3	Security Operations Center	Please mention what are the other security infrastructure like, - Number and Type of Devices	Please refer to Appendix K, additional details would be shared with the Successful Bidder
9	18	7.3	Security Operations Center	Keeping Anti-Virus update on all Servers and Endpoints with 100% compliance is not possible. Consider only server not on endpoints	Please be guided by the RFP, Bidder to comply with RFP Terms.
10	18	8.1	Monitoring and Management shall be done on 24 x 7 basis for all the three layers of Application (including middleware), Database and Hardware using the existing available tools.	Assumption here is that the application mentioned here is Finacle CBS. Bidder requires the details of middleware	Please refer to Appendix K, additional details would be shared with the Successful Bidder
11	18	8.1	Upgrade of Oracle Database version from 11gR2 to 12c for all Finacle (version 7.0.18) & AML databases (Production/DR/MIS/CSIS/Non-Production).	As per this statement 5 instances of Oracle upgrade should be considered. Non-production mentioned here is assumed as UAT. For 2 Banks, it should be total of upgrade in 10 environments. Bidder requires Bank's confirmation on the same	Please be guided by the RFP, Bidder to comply with RFP Terms.
12	18	8.1	Upgrade of Oracle Database version from 11gR2 to 12c for all Finacle (version 7.0.18) & AML databases (Production/DR/MIS/CSIS/Non-Production).	How many instances of AML needs upgrade? This will be addition to 10 instances mentioned above for CBS. Bidder requires Bank to confirm the same	Please be guided by the RFP, Bidder to comply with RFP Terms.

13	18	8.1	Certification and Deployment of Finacle (version 7.0.18) binaries on AIX v7.x and with latest TL version	Bidder's understanding is that AIX is upgraded to 7.x and the binaries of AIX6.x is running currently. Has the OEM certified for this?	Please be guided by the RFP, Bidder to comply with RFP Terms.
14	18	8.1	Certification and Deployment of Finacle (version 7.0.18) binaries on AIX v7.x and with latest TL version	Bidder understands from OEM that the certification from them for this version would take 8-12 months. Is there any agreement obtained by Bank with the OEM?	Please be guided by the RFP, Bidder to comply with RFP Terms.
15	18	8.1	Benchmarking of Finacle CBS version 7.0.18, considering Banks' existing infrastructure and future growth requirements	Request the Bank to share the previous benchmarking reports. The benchmarking is limited to the scope mentioned in the RFP as below: The objective of this exercise is to demonstrate the maximum capabilities of the current hardware and sizing in terms of number of the transactions per second (TPS), user concurrency, where all the debit and credit legs of the transaction would be considered as a single transaction, along with the necessary number of concurrent transactions, total number of transactions in a 4 hour window, number of accounts, time taken for End of Day, batch processing and meet the required response time as expected by the Bank.	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
16	18	8.1	8.1Please confirm and list all the existing tools available	Please confirm if the existing tools of CA will be sufficient to do all the activities for monitoring/management etc. as per the RFP need or Vendor should be aligning and propose new tools set	No tool exists with the Bank. This has to be tracked based on the existing process at the Bank.
17	18	8.1	8.1Bidder needs to close the issues within 30 days once the same is reported by the bank otherwise penalty will be applicable.- Please	Can be discussed and agreed upon only after understanding the Bank and Vendor SLA's	Please be guided by the RFP, Bidder to comply with RFP Terms.
18	18	8.1	8.1Bidder needs to close the issues within 30 days once the same is reported by the bank otherwise penalty will be applicable.- Please	Bidder requests the Bank that this can be discussed and agreed upon only after understanding the Bank and Vendor SLA's	Please be guided by the RFP, Bidder to comply with RFP Terms.
19	19	8.2	The Bidder is required to liaise with the vendors of all existing applications, interfaces, delivery channels and network management of the Bank. The Bidder is expected to take the responsibility of managing all the applications, interfaces, infrastructure and coordinate with the Banks' vendors to meet required SLAs in addition to providing helpdesk, facility management support, infrastructure support and system/database administrative services.	Bidder requests the Bank to provide clarification with respect to collection of documents from OEMs as a process of responding to this RFP. Bidder faces difficulties from select OEMs in collecting the following: a. Quotes for 5 years (one OEM is providing quote for 3 years only) b. MAF - couple of OEMs are not willing to provide MAF c. Self declaration - couple of OEMs are not willing to provide the self declaration d. Escrow: Some of the OEMs are not providing details of the existing escrow agreement	Please be guided by the RFP, Bidder to comply with RFP Terms.
20	19	8.2	The Bidder is required to liaise with the vendors of all existing applications, interfaces, delivery channels and network management of the Bank. The Bidder is expected to take the responsibility of managing all the applications, interfaces, infrastructure and coordinate with the Banks' vendors to meet required SLAs in addition to providing helpdesk, facility management support, infrastructure support and system/database administrative services.	Bidder requests the Bank to provide clarification to OEMs (via response to pre-bid queries) wrt providing quotes to bidders: a. One OEM is hesitating to provide quote for ATS/AMC starting 1 April 2019 for 5 years. The OEM vendor opines that they have signed NDA with the existing System Integrator and hence wont be able to provide ATS / AMC quotes to the bidder b. When the bidder tried to showcase the asks in the RFP, the OEM vendor wanted clarification by the Bank whether they can provide quotes for ATS/AMC, MAF and other documents to the bidder when their AMC contract is live with the existing SI till 31 Mar 2019 Request the Bank to clarify clearly the point of view and the need to share details and documents to the bidders as per RFP requirements	Please be guided by the RFP, Bidder to comply with RFP Terms.

21	19	8.2	<p>The Bidder is required to liaise with the vendors of all existing applications, interfaces, delivery channels and network management of the Bank. The Bidder is expected to take the responsibility of managing all the applications, interfaces, infrastructure and coordinate with the Banks' vendors to meet required SLAs in addition to providing helpdesk, facility management support, infrastructure support and system/database administrative services.</p>	<p>Bidder requests the Bank to provide clarification to OEMs that they need to provide quotes for ATS/AMC as well as other documents like MAF, self declaration, etc. as per the current (as-is) application version. Request the Bank to clarify OEMs that they cannot assume the version upgrade (except mobile banking) to happen in next 5 years as per RFP</p> <p>Bidder has been told that the OEM vendors are in talks with the Banks on possible upgrades and hence quote for existing version wont be given.</p> <p>Bidder has been told by couple of OEMs that they have issued notice on end of support for services, and hence they wont be able to provide Quotes for ATS/AMC and other said documents. Request Bank to clarify this as well.</p>	Adhere to RFP terms .
22	19	8.2	8.2 Liaison with existing Bank vendors/OEM	<p>Please clarify on how many vendors are to be managed. How many vendors are having SLA. Does Managed Services Partner (MSP) need to manage penalty calculation of other vendors?</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder</p>
23	69	9.10	<p>9.10 Other important points to be noted by the Bidder</p> <p>18. All the resources which will be deployed onsite or working on the project mandatorily needs to have a proper background check and Bidder needs to submit the below mentioned to the bank for every resource, and confirm the same every 3 months: Page 71 of 175 a. Confirmation on completion of Background police verification b. 2 Passport size photographs c. Annexure 18 dully filled and sign by Bidder as well as employee d. Address proof e. Identify proof</p>	<p>Bidder requests the Bank that this can be provided during the initial deputation of the resources and can be provisioned every alternate year thereafter. Request you to consider this frequency</p>	<p>Please be guided by the RFP. Bidder to comply with RFP terms</p>
24	70	9.1	<p>9.10 Other important points to be noted by the Bidder</p> <p>18. All the resources which will be deployed onsite or working on the project mandatorily needs to have a proper background check and Bidder needs to submit the below mentioned to the bank for every resource, and confirm the same every 3 months: Page 71 of 175 a. Confirmation on completion of Background police verification b. 2 Passport size photographs c. Annexure 18 dully filled and sign by Bidder as well as employee d. Address proof e. Identify proof</p>	<p>Bidder requests the Bank that this can be provided during the initial deputation of the resources and can be provisioned every alternate year thereafter. Request you to consider this frequency</p>	<p>Please be guided by the RFP. Bidder to comply with RFP terms</p>
25	70	9.1	<p>9.10 Other important points to be noted by the Bidder</p> <p>18. All the resources which will be deployed onsite or working on the project mandatorily needs to have a proper background check and Bidder needs to submit the below mentioned to the bank for every resource, and confirm the same every 3 months: Page 71 of 175 a. Confirmation on completion of Background police verification b. 2 Passport size photographs c. Annexure 18 dully filled and sign by Bidder as well as employee d. Address proof e. Identify proof</p>	<p>The Bidder requests the clause to be read as, "The Bidder has to provide all the customization and its related Documentation to the bank. The relevant IPR related to customization, created specifically for the Bank, will be with Bank.</p>	<p>Bidder to comply with RFP terms</p>

26	23	9.2	Bidder needs to provide compatibility certification of Finacle 7.0.18 on Oracle Database 12C (latest version) from Finacle OEM	Is there any agreement obtained by Bank with the OEM?	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
27	23	9.2	Bidder needs to provide compatibility certification of AML on Oracle Database 12C from AML OEM.	Is there any agreement obtained by Bank with the OEM?	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
28	23	9.2	Upgrade version of the Oracle client in Finacle application server and database in Production/Non-Prod/MIS/DR/CSIS etc. from 11g to 12C.	Is the scope limited to Prod, UAT, MIS, DR and CSIS? Please elaborate etc. mentioned here	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
29	23	9.2	9.2 Upgrade of Oracle version from 11g to 12C (Supported Version)	Does the Bank require an enterprise class EMS - NMS solution for database monitoring	No scope for any new tools.
30	24	9.3	Bidder needs to formulate a proper upgrade plan of the CBS Production and non-Production servers to IBM AIX 7.x version.	Please elaborate the non-production servers mentioned here. Our assumption is only 3 environments viz., Production, UAT and DR .	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
31	24	9.3	Bidder needs to do the upgrade of all IBM AIX CBS production and non-Production servers to IBM AIX 7.x version	Please elaborate the non-production servers mentioned here. Our assumption is only 3 environments viz., Production, UAT and DR .	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
32	24	9.3	All the System Integration Testing (SIT) needs to be done by the Bidder during this phase	Management of non-scoped applications for the SIT phase would be Bank's responsibility	Please be guided by the RFP, Bidder to comply with RFP Terms.
33	24	9.4	It is mandatory for the Bidder to perform the benchmark for the purpose of this project, incorporating the proposed technology architecture for the Core Banking Solution	The understanding here is that the benchmarking has to be done on "As-Is" setup. No new architecture is planned as part of this RFP Bidder request Benchmarking cost has to be shared between RBI and Vendor and Benchmarking Parameters to be mutually agreed; also requesting deletion of " the Bidder should make good the same at no extra costs to the Bank"	Please be guided by the RFP, Bidder to comply with RFP Terms.
34	25	9.5	9.5 Mobile Banking Version Upgrade	Does the Bank require an enterprise class monitoring solution for user experience	No scope for any new tools.
35	25	9.6	9.6Facilities Management Services - Currently there are many Cisco Blade Servers (refer Appendix K for details), which are in the process of being replaced by equivalent Intel hardware with a virtualized environment. Associated applications and software running on these servers will also be migrated as part of this initiative. Once this migration has completed, the Bidder needs to provide required FM Services for all related Infrastructure and Applications.	Please confirm if only FMS to be considered and factored for this upgrade or the complete implementation to be considered	Only FMS to be considered. Please be guided by the RFP, Bidder to comply with RFP Terms.
36	27	9.6	Level 1 (L1) Service desk would need to be setup at the Banks' premises on all working days of the Bank between 6 am till End of Day of the last branch and system.	L1 team would be setup based on the locations mentioned in page 138, annexure-11. Also, the assumption is that the PKGB calls would land at the L1 desk at PKGB and KGB calls would land at Kannur L1 desk.	Please be guided by the RFP, Bidder to comply with RFP Terms.
37	81	10	CEOD, CBOD and ISOLOP need to be completed within 3 hours excluding backup during regular days. However, during Quarter end, half year end and year end, CEOD, CBOD and ISOLOP need to be completed within 5 hours excluding backup.	Request Bank to share the current time taken for entire EOD/BOD process	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
38	81	10	L1- Application Management (CBS & Internet Banking and Mobile Banking) 6AM to till CBOD	Request Bank to share the current time taken for entire EOD/BOD process	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
39	81	10	L1- Application Management (CBS & Internet Banking and Mobile Banking) 9am to till ABH completion	Request Bank to share the current time taken for completion of ABH	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder

40	72	10.3	System Uptime and Support Services (where relevant) – Liquidated Damages applicable for failure to comply with System Uptime related Service Levels are as defined under Section 10.3 (Uptime Rules and LD for Uptime). Cap on overall LD per annum for Uptime related SLAs – Limited to amount not exceeding 10% of the overall project cost per annum.	Request overall capping of penalty to be at 10% of Monthly recurring charges or 2% of the Quarterly invoice excluding the software's which ever is lower	Please be guided by the RFP, Bidder to comply with RFP Terms.
41	72	10.3	Branch Support asked for is 98%.	what all components are included as part of branch support i.e. is WAN, End User Support / In case branch locations are a part of scope ..	Please be guided by the RFP, Bidder to comply with RFP Terms.
42	72	10.3	Branch Support asked for is 98%.	please share the list of branches with assets branch wise and its linking with the associated Regional Office.	Additional details would be shared with the Successful Bidder
43	72	10.3	Branch Support asked for is 98%.	Are there any Servers in the Branch Locations. Incase yes please the number of servers in each branch / what is the OS running on them	Additional details would be shared with the Successful Bidder
44	72	10.3	Branch Support asked for is 98%.	How are currently these branches being supported.	Additional details would be shared with the Successful Bidder
45	72	10.3	Branch Support asked for is 98%.	The incident volume of 500 Voice Calls & 100 Emails per day ... does this include the incidents for the branches.	Additional details would be shared with the Successful Bidder
46	72	10.3	Branch Support asked for is 98%.	In case the incident volume shared does not include the incidents from branches. Please share the volume of incidents expected in the branches. .. This is required to ascertain the efforts require to support these branches.	Additional details would be shared with the Successful Bidder
47	72	10.3	LD will be levied for delay, performance and uptimes separately with Cap under each category, with an overall Cap, under all categories put together, per annum.	Bidder requests for the following to be taken into consideration and included in the clause, "Notwithstanding anything stated to the contrary, the aggregate of all penalties and liquidated damages under the Contract shall not exceed 10% of the monthly Value 2% of the Quarterly invoice excluding the software's which ever is lower. Any penalty shall be levied only for reasons solely attributable to the Bidder. Penalty shall constitute the Bank's sole and exclusive remedy against the Bidder for such defect/delay.	Please be guided by the RFP, Bidder to comply with RFP Terms.
48	78	10.4	10.4 SLA for Management, Governance and Reporting Exit Management Plan Bidder also has to develop a detailed Exit Plan with-in 6 months of signing of contract. After that, the exit plan has to be regularly reviewed and updated on a half yearly basis	Exit management plan can be provided every alternate years. Please confirm	Please be guided by the RFP, Bidder to comply with RFP Terms.
49	78	10.4	3. Required Project Team is deployed on the effective date mentioned in the PO	Assumption is that only required team during transition is applicable.	Please be guided by the RFP, Bidder to comply with RFP Terms.
50	85	16	16. Preparation of Bids	What is the weightage considered-Technical v/s Commercial in choosing the L1 vendor	Please be guided by the RFP, Bidder to comply with RFP Terms.

51	88	18	<p>18.4 The EMD of the Bidders not qualified under evaluation of Part – A – Conformity to eligibility Criteria will be returned within 30 days after opening the Part – B - Technical Proposals. The EMD of the Bidders not qualified under Technical Proposal will be returned within 30 days after opening of the commercial bid of the technically qualified bidders / conducting Reverse Auction. The EMD of other bidders will be returned upon the selected Bidder accepting the order/LOI and furnishing the Performance Bank Guarantee.</p> <p>18.5 The EMD may be forfeited/ Bank Guarantee may be invoked:</p> <p>18.5.1 If the Bidder withdraws or amends the bid during the period of bid validity specified in this document.</p> <p>18.5.2 If the Bidder/s fails to participate and quote price in Online Reverse Auction or fails to Login in Reverse Auction.</p> <p>18.5.3 If the selected Bidder fails to accept the purchase order within 7 working days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.</p>	<p>The Bidder requests for the clauses to be read as, "18.4 The EMD of the Bidders not qualified under evaluation of Part – A – Conformity to eligibility Criteria will be returned immediately upon their disqualification. The EMD of the Bidders not qualified under Technical Proposal will be returned immediately upon their disqualification. The EMD of other bidders will be returned immediately upon the selection of the successful Bidder.</p> <p>18.5 The EMD may be forfeited, if:</p> <p>18.5.1 If the Bidder withdraws or amends the bid during the period of bid validity specified in this document, provided no amendments are made to the RFP by the Bank.</p> <p>18.5.2 If the selected Bidder fails to accept the purchase order within 15 working days, upon the signing of the mutually agreed contract or fails to furnish performance guarantee in accordance with the mutually agreed timelines, upon the signing of the mutually agreed Contract".</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
52	89	24	<p>The decision of the bank shall be final and binding in this regard. Any deviations will be ground for disqualification.</p>	<p>Bidder requests the Bank to note that the bid submission may include certain deviations in the proposals, in accordance to the Bidder's understanding of the scope and the same should be discussed and mutually agreed and shall not be rejected by the Bank unilaterally.</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
53	100	38	<p>The selected Bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the Selected Bidder shall be the date of acceptance of the order by the Bidder.</p>	<p>The Bidder requests for the clause to be read as, "The selected Bidder shall submit the acceptance of the order within seven days from the date of the Contract being mutually agreed between the parties. The effective date for start of provisional contract with the Selected Bidder shall be the date of acceptance of the order by the Bidder".</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
54	100	41	<p>41.1 The successful Bidder should submit a Security Deposit / Performance Guarantee for 10% value of the contract within 21 Working days from the date of receipt of the order.</p> <p>41.2 If the Security Deposit / Performance Guarantee is not submitted within the date stipulated above, penalty at 0.50% per week on the cost of the order will be deducted from the delivery payment for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value.</p>	<p>Please note that the Bidder shall submit the requisite Performance Bank Guarantee within 21 days of the receipt of the purchase order, after the Contract is mutually agreed and signed. However, no penalty shall be levied for any delay that the Bidder shall intimate to the Bank within the stipulated timelines. Further, clause 41.6 shall be read as, "The security deposit / bank guarantee will be returned to the vendor on completion of Contract period of Five years.</p> <p>> The Bank shall invoke the Bank guarantee, if the selected Bidder materially breaches the Contract. The Bank shall notify the selected Bidder in writing before invoking the Bank guarantee.</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>

55	100	41	<p>The successful Bidder should submit a Security Deposit / Performance Guarantee for 10% value of the contract within 21 Working days from the date of receipt of the order.</p> <p>41.2 If the Security Deposit / Performance Guarantee is not submitted within the date stipulated above, penalty at 0.50% per week on the cost of the order will be deducted from the delivery payment for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value.</p> <p>Security Deposit should be submitted by way of DD drawn on Pragathi Krishna Gramin Bank payable at Bellary/Bank Guarantee may be obtained from any of the Scheduled commercial Banks. However, it should be as per the Bank's format. (Appendix D)</p> <p>41.4 Security deposit shall be</p>	Bidder request the Cure Period to be 30 days	Please be guided by the RFP, Bidder to comply with RFP Terms.
56	101	42	Execution of Agreement'	Please note that the Bidder shall sign and execute the Agreement within 30 days of the Agreement/Contract being mutually agreed between the parties and subsequently, shall accept the Purchase Order from the Bank.	Please be guided by the RFP, Bidder to comply with RFP Terms.
57	101	44	LD will be levied for delay, performance and uptimes separately with Cap under each category, with an overall Cap, under all categories put together, per annum.	Bidder requests for the following to be taken into consideration and included in the clause, "Notwithstanding anything stated to the contrary, the aggregate of all penalties and liquidated damages under the Contract shall not exceed 10% of the monthly Value or 2% of the Quarterly invoice excluding the software's whichever is lower. Any penalty shall be levied only for reasons solely attributable to the Bidder. Penalty shall constitute the Bank's sole and exclusive remedy against the Bidder for such defect/delay.	Please be guided by the RFP, Bidder to comply with RFP Terms.
58	105	46	46. Payment Terms Facility Management Co	Payment should be quarterly in advance with in net 30 days from the date of Invoice submission	Please be guided by the RFP, Bidder to comply with RFP Terms.
59	106	47	Cancellation of Order / Termination	Bidder Request a cure period of 30 days for termination for Cause. Bank Needs to pay for the all services rendered till termination, windown charges, any balance Sheet exposure and any charges applicable on termination. Recovery Should be through invoking of Bank Guarantee for this contract only	Please be guided by the RFP, Bidder to comply with RFP Terms.
60	106	47	Cancellation of Order / Termination	<p>Further, any insolvency has to be confirmed by a competent court, before the Bank can terminate the Contract. Also, the Bidder shall be paid for all the products and services provided by the Bidder upto the effective date of termination and the additional amounts that the Bidder may reasonably incur due to such termination. However, no set-off shall be done from the PBG or the amounts payable to the Bidder.</p> <p>Bidder request recovery of dues should be from this agreement/Contract only</p>	Please be guided by the RFP, Bidder to comply with RFP Terms.

61	106	47	<p>The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances:</p> <ol style="list-style-type: none"> 1. The selected Bidder commits a breach of any of the terms and conditions of the contract. 2. The Bidder goes in to liquidation voluntarily or otherwise. 3. An attachment is levied or continues to be levied for 7 days upon effects of the bid. 4. The progress regarding execution of the contract by the Bidder is unsatisfactory. 5. Deduction on account of penalties exceeds 5% of the total contract price during warranty period and 10% of the total contract price during AMC / ATS period. <p>After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the bank will provide 30 days cure period to the Bidder however the Bank reserves the right to get the balance contract executed by another party of its choice if selected Bidder does not perform satisfactorily at the end of 30 days cure period. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the</p>	<p>Bidder Request a cure period of 30 days for termination for Cause. Bank Needs to pay for the all services rendered till termination, windown charges, any balance Sheet exposure and any charges applicable on termination. Recovery Should be through invoking of Bank Guarantee for this contract only</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
62	108	54	<p>Intellectual Property Rights</p>	<p>Please note that the Bidder shall indemnify the Bank by paying any court awarded damages, which arise out of a third party claim, for the infringement of any copyright or patent related to the Bidder's product. However, the steps elucidated in the clause 54.3 are required to be followed and the product should be unmodified by the Bank or its personnel's.</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
63	109	56	<p>Indemnity</p>	<p>Please note the following: 56.1: The Bidder requests for the deletion of this clause. 56.2: Please note that the Bidder shall indemnify the Bank by paying any court awarded damages, which arise out of a third party claim, for the infringement of any copyright or patent related to the Bidder's product. However, the steps elucidated in the clause 54.3 are required to be followed and the product should be unmodified by the Bank or its personnel's. Further, the indemnity shall only be applicable until the completion of the project. 56.3: Bidder liability shall be capped at the total contract value (not the overall project value). The Bidder will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to the Bidder, its affiliates, contractors, subprocessors, and suppliers. However, the following amounts are not subject to the above cap: i) damages that cannot be limited under applicable law.</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>

64	109	57	<p>The Bidder's aggregate liability in connection with obligations undertaken as a part of the CMS Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract. The Bidder's liability in case of claims against the Bank resulting misconduct or negligence of the 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.</p>	<p>Please note that Audits shall be conducted only to verify if Bidder is performing services in accordance with the service levels. A third party auditor may be appointed only with the mutual consent of the parties on a non-contingent basis after he has executed a confidentiality agreement with the Bidder. Bidder is not obligated to share any information relating to Bidder's costs, Bidder proprietary data, confidential information of Bidder's other customers and internal audit reports of the Bidder. Such audit shall be conducted (a) upon thirty days prior written notice to Bidder; (b) no more than once each calendar year; (c) only in relation to the previous twelve months' activities; (d) during normal business hours; and (e) to the extent it does not interfere with Bidder's ability to perform the services in accordance with the Agreement</p>	<p>Bidder's query not in tune with the RFP Clause.</p>
65	109	58	<p>The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent. 58.2 If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP.</p>	<p>Bidder request assignment should not be applicable to Bidder Invoices</p> <p>Bidder requests for the deletion of the clause and requests the addition of the following, "Assignment of the Bidder's rights to receive payments or assignment by the Bidder in conjunction with the sale of the portion of Bidder's business that includes a product or service is not restricted".</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
66	109	58.2	Insurance	<p>The Bidder shall ensure that the insurance cover is provided unto the delivery of the Hardware to the designated location.</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
67	111	61	Guarantee	<p>The Bidder requests for the deletion of this clause.</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
68	110	62	Confidentiality and Non-Disclosure	<p>Please note that any information that is marked or identified as confidential at the time of disclosure by either party shall be protected as confidential by the other party. Further, parties shall mutually agree to sign a separate non-disclosure agreement to govern the terms of the Contract/Agreement.</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
69	111	66	<p>Negligence: In connection with the work or contravenes the provisions of General Terms, if the selected Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected Bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected Bidder.</p>	<p>The Bidder requests for the deletion of the clause as all the criteria's are required to be mutually agreed.</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>

70	112	69	<p>The Bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e. Force Majeure.</p> <p>69.2 For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the Bidder, resulting in such a situation.</p> <p>69.3 In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.</p> <p>69.4 In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues</p>	<p>Bidder requests that the following is added to the clauses, "No force majeure event shall suspended the Bank's payment obligations.</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
71	112	70	<p>Corrupt and Fraudulent</p>	<p>Please note that if the Bidder is found indulging in any intentional corrupt/fraudulent activity to gain any undue business advantage, then the Bank can debar the Bidder from the current RFP process and no further.</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
72	114	76	<p>The Parties recognize that the Banks may amalgamate or merge with other banks or similar entities in India during the Contract duration. The System Integrator undertakes to facilitate the provision of the CBS Project, other applications and related services, in case the Banks undergo any amalgamation, acquisition or merger in the future.</p> <p>Page 115 of 175</p> <p>In the event of any merger or amalgamation the Parties agree that</p> <ul style="list-style-type: none"> • The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent • If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP • On the Banks' request, the Banks and the System Integrator shall prepare and implement an integration plan to integrate the technology services of the acquired entity with that of the relevant Bank. • If the assignment of the Project to the resultant entity does not result in any addition to the scope of work or in the resources required to provision the Project 	<p>Bidder requests for the deletion of the clause as the scope of work may vary upon such amalgamation and is required to be mutually agreed.</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>

73	115	77	<p>The Bank and the Bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the Centralized Banking software product and all the 3rd party applications supplied/procured by the Vendor to the Bank or taken handover as part of the transition in order to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Vendor regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Vendor.</p> <ul style="list-style-type: none"> • The Bidder will ensure that any updates to source code are made on a quarterly basis or interim source updates for specific releases, whichever is later • The Bank and the Vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Vendor. As a part of the escrow arrangement, the final selected Vendor is also expected to provide a detailed code documentation of CBS solution and all other 3rd party applications which have been duly reviewed by an external independent organization 	<p>The Bidder requests the Bank to provide more details about the existing escrow agreement for the following Applications:</p> <ol style="list-style-type: none"> a. Core Banking system b. Internet Banking c. Mobile Banking d. AML e. ALM f. Data Archival g. etc. <p>Bidder requests that the escrow agreement shall only be signed between the respective OEM, the escrow holder and the Bank.</p>	Please be guided by the RFP, Bidder to comply with RFP Terms.
74	106	77	Escrow Cost	<p>Bidder understands that the escrow cost is to be shared as 50:50 between the Bank and the bidder and to be paid as five equal instalments paid annually at the beginning of the year.</p> <p>Bidder wants to check if the 50% (of bidder's share) to be included as part of contract value in the BOM</p>	It Should be on 50:50 basis
75	116	46	<p><u>Triparty Agreement and Invoice Raising Mechanism;</u> Bidder need to sign a triparty agreement which will be between PKGB, KGB and Bidder. Bidder need to note that all the invoice raised on Bank's needs to be spilt as per the below methodology. However, for all coordination related to payment release, penalty calculations and for any other clarification Bidder needs to liaise with PKGB Project Office.</p> <p>78.1 Infrastructure All the augment and procurement of the infrastructure invoice needs to be raised in mutual discussion with Bank's management as the same needs to be split on GSTIN numbers of both Bank's.</p> <p>78.2 Services Rendered Any bank specific services payment invoice like payment of Resident Engineer at Regional Offices needs to be marked under proper GSTIN Number. Any Common Services payment invoice for both banks needs to be split in the ratio of 50:50 and marked under proper GSTIN Number.</p>	<p>The Bidder requests for the deletion of this clause and requests more clarity on the requirement.</p>	Please be guided by the RFP, Bidder to comply with RFP Terms.
76	Annex K: Page#8	Annex K: Page#8	Hardware Storage	OEM/Model# or Part# required for CTS Storage	Please refer to Appendix K, additional details would be shared with the Successful Bidder
77	42	9.6.3.5.5 9.6.3.5.6 9.6.3.5.7 9.6.3.5.8	9.6.3.5.6 Access management 9.6.3.5.7 Database ad-hoc support 9.6.3.5.8 Database Recovery 9.6.3.5.5 Database Back-up, readability and restore for setup	What is the tools used for this	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
78	93	29.2.3	SI no.3: Bidder Technical Presentation	Bidder should have experience of upgrading Oracle 11gR2 to Oracle 12C on any application	Self declaration by the bidder.

79	44	9.6.3.7	Updates/Upgrades/New releases/New versions/Patch Management: The OEM may from time to time release Updates/ Upgrades/New releases/New versions and notify the Bank about the same. The Bidder agrees that all such Updates/minor Upgrades (dot version)/ new minor releases (dot version)/Minor new versions (dot version), as and when released during the term of warranty, AMC and ATS will be implemented without any additional cost to the bank.	The bidders requests the bank to consider only bug fixes and patches. OEMs don't provide Upgrades to newer versions or new releases without cost.	Please be guided by the RFP, Bidder to comply with RFP Terms. It is already clarified that this will be applicable for Minor enhancements/upgrades.
80	107	50, 51	Warranty	Please note that all the warranties shall be as per the third party OEM warranties, which shall be provided to the Banks on a pass-through basis.	Please be guided by the RFP, Bidder to comply with RFP Terms.
81	27	9.6.1	"The Bank reserves its right to replace the L1 staff, in stages or in full, over a period of time with that of if own team or another appoint Provider, in which case bank will discontinue payments in respect of the replaced staff." and "The Bank also reserves the right to change the locations of helpdesks at its discretion. The Bidder is expected to quote a per seat rate, which shall be used in case the Bank orders for lesser or more number of seats at the L2 helpdesk."	Bidder requests that the Bank should provide 1 month lead time for any resource replacement & via PCR for all changes in resource count	Please be guided by the RFP, Bidder to comply with RFP Terms.
82	27	9.6.1	The Bank reserves the right to increase or decrease the number of seats at L1 helpdesk depending on its requirements at the Bank. Bidder should independently arrive at the sizing and deployment plan to meet the RFP requirements (as per scope of work and SLAs), adhering to the minimum deployment level.	a. Bidder requests the Bank to Share the details of current tickets, # of resources b. Bidder requests the Bank to provide details of the support timings	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
83	27	9.6.1	L1 Service Desk : point 5 The Bank reserves the right to increase or decrease the number of seats at L1 helpdesk depending on its requirements at the Bank. Bidder should independently arrive at the sizing and deployment plan to meet the RFP requirements (as per scope of work and SLAs), adhering to the minimum deployment level.	a. Bidder requests the Bank to provide details of current count of tickets handled by each L1 resource B. Bidder wants to check the basis of increasing or decreasing the number of L1 resources mentioned here	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
84	27	9.6.1	9.6.1 L1 Service Desk- The Bank reserves its right to replace the L1 staff, in stages or in full, over a period of time with that of if own team or another appoint Provider, in which case bank will discontinue payments in respect of the replaced staff.	Bidder requests the Bank to consider removing this requirement.	Please be guided by the RFP, Bidder to comply with RFP Terms.
85	28	9.6.1	Bidder has to maintain SLA defined in Section 10 for L1 helpdesk.	Specific SLA for L1 helpdesk is not mentioned in Section 10	Please be guided by Section 10.4.11 - SLA for Management Governance and Reporting. (Resource Availability)
86	28	9.6.1	L2 team needs to support the customization and troubleshooting of all in scope applications and their interfaces.	The customization is limited to fix of L2 issues occurred in the customization scripts. Any new enhancements / customization should be mutually agreed based on the ratecard via PCR	Please be guided by the RFP, Bidder to comply with RFP Terms. It is already clarified that this will be applicable for Minor enhancements/upgrades.
87	28	9.6.1	Bidder has to maintain SLAs defined in Section 10 for L2 helpdesk	Specific SLA for L2 helpdesk is not mentioned in Section 10	Please be guided by Section 10.4.11 - SLA for Management Governance and Reporting. (Resource Availability)

88	28	9.6.1	Provide version upgrades	The current scope as per RFP is for Mobile banking application upgrade. Upgrade of any other applications would be discussed and mutually agreed via PCR for additional efforts.	Please be guided by the RFP, Bidder to comply with RFP Terms. It is already clarified that this will be applicable for Minor enhancements/upgrades.
89	27	9.6.1. bullet no 5	The Bank reserves the right to increase or decrease the number of seats at L1 helpdesk depending on its requirements at the Bank. The Bank also reserves the right to change the locations of helpdesks at its discretion. The Bidder is expected to quote a per seat rate, which shall be used in case the Bank orders for lesser or more number of seats at the L1 helpdesk. The Bidder should also note that the setup at the L1 helpdesk must provide for 1 supervisor to monitor the Helpdesk activities. The Bank expects the Bidder to provide for L1 support for all activities and services that are part of scope. Bidder shall at minimum deploy the resources as per the minimum deployment level specified in the annexure 11. Bidder should independently arrive at the sizing and deployment plan to meet the RFP requirements (as per scope of work and SLAs), adhering to the minimum deployment level. Bidder shall deploy resources at no extra cost if the proposed deployment does not meet the RFP requirements and SLAs.	The minimum resource requirement for Service Desk is not provided in the Annexure 11. Please confirm this has to sized by the bidder assuming Support window of the Bank, as per banks working hours.	Please be guided by Annexure 11 in Page 139 of the RFP
90	27	9.6.1.1	9.6.1 L1 Service Desk- The Bank reserves its right to replace the L1 staff, in stages or in full, over a period of time with that of if own team or another appoint Provider, in which case bank will discontinue payments in respect of the replaced staff.	Bidder requests Bank to delete this condition	Please be guided by the RFP, Bidder to comply with RFP Terms.
91	57	9.6.10.2	Confidentiality and Non-Disclosure	Bidder requests the Bank to clarify if the scope of this RFP covers support of only the Hardware or includes ADF reporting tool as well	Please be guided by the RFP, Bidder to comply with RFP Terms.
92	58	9.6.12.2.	9.6.12.2 Resources at the Customer Call Center: At the initial stage, Customer Call Center will consists of a Manager appointed by Bank and a minimum of 3 resources/Agents at PKGB and 5 resources at KGB provided by the Bidder. Number of Resources/ Agents at Customer Call Center may vary in both the Banks.	Which is the Call Center Location, Is this location where you have your DC or at HO ... please mention the location	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
93	59	9.6.12.3	Planned Shift Rooster: Below mentioned is the scheduled Agents working hours, it may change according to Administrative decisions. On the basis of call center manager's decision and Govt. regulations, job routine will be placed.	Assumption is that the call center agents should be on boarded from 1st April 2019	They should be part of the Transition Phase.
94	60	9.6.12.5	9.6.12.5 Future Plans for Customer Call Center: 1. At the initial stage, we are expecting at least 50 calls per day for 1st month, then 100 calls per day for 2nd Month and 150 – 200 Calls per days for 3rd month. Calls may increase from 2nd quarter of the launch.	What is the Increase in the calls expected. How will the additional requirement (resources required to support) be handled.	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
95	28	9.6.2	9.6.2 Application Management Services (L2, L3)	Does the Bank require an enterprise class monitoring solution for applications	No scope for any new tools.

96	28	9.6.2.1	L2 team has to support all the interfaces (NEFT, RTGS etc. mentioned in Appendix M) with Core Banking Solution and needs to do trouble shooting, customization etc. at CBS end for smooth functioning of day to day operation of the Bank	Bidder recommends that the Customization / Enhancement should be via PCR based on the rate card with mutual agreement.	Please be guided by the RFP, Bidder to comply with RFP Terms. It is already clarified that this will be applicable for Minor enhancements/upgrades.
97	28	9.6.2.1	L2 team needs to support the customization and troubleshooting of all in scope applications and their interfaces	Bidder recommends that the Customization / Enhancement should be via PCR based on the rate card with mutual agreement.	Please be guided by the RFP, Bidder to comply with RFP Terms. It is already clarified that this will be applicable for Minor enhancements/upgrades.
98	29	9.6.2.1	Application database and middleware support need to be fully provided and adequate number of resources need to be factored	Bidder requests the details of middleware	Please refer to Appendix K, additional details would be shared with the Successful Bidder
99	29	9.6.2.1	Bidder needs to commission, decommission, install, uninstall and support the middleware from all aspects	Bidder requests the details of middleware	Please refer to Appendix K, additional details would be shared with the Successful Bidder
100	29	9.6.2.1	Support and maintain all interfaces to the Core Banking and other solutions as part of this RFP scope including the middleware	Bidder requests the details of middleware	Please refer to Appendix K, additional details would be shared with the Successful Bidder
101	29	9.6.2.1	L2 agents are expected to address issues/queries related to the business applications (viz. Core and all third party applications).	Bidder requests the details of third party applications in scope	Please be guided by the Appendix K, additional details would be shared with the Successful Bidder
102	29	9.6.2.1	Bidder has to do customizations and trouble shooting and take end to end responsibility for each of the in-scope applications.	Bidder recommends that the Customization / Enhancement should be via PCR based on the rate card with mutual agreement.	Please be guided by the RFP, Bidder to comply with RFP Terms. It is already clarified that this will be applicable for Minor enhancements/upgrades.
103	29	9.6.2.1	Level 2 (L2) Service desk would need to be setup at the Banks' premises covering 9 am till beginning of next day on all Working days of the week (for both Banks)	Bidder requires the details of current timings of completion of CEOD and CBOD	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
104	29	9.6.2.1	Perform application audit on a half yearly basis	Please elaborate the scope	Not in the scope of this RFP.
105	30	9.6.2.2	g. Perform Version Migration iv. For any version migration to be performed the Bank and the Bidder will mutually draw up an implementation plan and schedule for the same	Bidder requests that for any upgrade made available from the OEM, the implementation efforts/ cost of such upgrade would be mutually agreed between the bidder and the Bank at that point of time	Please be guided by the RFP, Bidder to comply with RFP Terms.
106	30	9.6.2.2	Level 3 (L3) Service Desk would need to be provided from the respective OEM premises. This shall be considered under the 24*7 operations support window for the tenure of the Contract.	Can we consider providing these services on onsite model from the same services desks	Please be guided by the RFP, Bidder to comply with RFP Terms.
107	30	9.6.2.2.	Level 3 (L3) Service Desk would need to be provided from the respective OEM premises. This shall be considered under the 24*7 operations support window for the tenure of the Contract.	Can we consider providing these services on onsite model from the same services desks	Please be guided by the RFP, Bidder to comply with RFP Terms.
108	30	9.6.2.3	Bidder has to start L1 support after the completion of transition. As of now L1 team is having 500 call flow and 100 inward mail flows on daily basis.	Regarding the 500 voice calls & 100 emails, Bidder wants to know how the 100 mails will get converted to incident tickets? Will L1 team get the mail and raise the ticket?	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
109	30	9.6.2.3	Bidder has to start L1 support after the completion of transition	Assumption here is that this is in reference to stable state	Please be guided by the RFP, Bidder to comply with RFP Terms.
110	31	9.6.3	9.6.3 Hardware & Platform Software Management (Servers, Middleware, etc.) 19. Bidder shall be responsible for Server Planning, including the following activities: a. Configuration Management b. Performance Management c. Capacity Management	Please provide scope of services expected from partner under capacity ,Configuration and Performanceplanning. Will the partner need to carry out the complete capacity management for RRB's or would it be limited to providing inputs on resource utilization and trends	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder

111	33	9.6.3.1	9.6.3.1 Server Management Performing required batch setup activities (Please clarify on the number of batch jobs to be managed for each platform	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
112	34	9.6.3.1, bullet no 64	64. Monitor and maintain accounts and IDs and their designated privileges or access to make certain only active, authorized IDs have access, based on the agreed security policy.	What is the average Count of ID requests (Creation/Modification/Deletion) per month	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
113	36	9.6.3.2	9.6.3.2 System Administration Security monitoring and investigation - Assess risks on a particular system [OS environment and user needs], monitor network security, monitor denial of service attacks, bad bugs programmed threats, track logins, logouts, command runs;	Is there is another system integrator who is doing this services or this also has to be part of the scope of this RFP	There would be no separate SI, Please be guided by the RFP , Bidder to comply with RFP terms.
114	42	9.6.3.5.5	9.6.3.5.5 Database Back-up, readability and restore for setup	Will customer be the custodial owner of all portable storage media	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
115	42	9.6.3.5.5	9.6.3.5.5 Database Back-up, readability and restore for setup	Please provide scope of service for tape and data management	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
116	42	9.6.3.5.5	9.6.3.5.5 Database Back-up, readability and restore for setup	Please provide number of tapes at RRB	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
117	42	9.6.3.5.5	9.6.3.5.5 Database Back-up, readability and restore for setup	Please provide frequency of restoration drill if applicable	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
118	42	9.6.3.5.5	9.6.3.5.5 Database Back-up, readability and restore for setup	Please provide list of backup tools and number of backup schedules to be managed including the approximate size of backup per job	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
119	42	9.6.3.5.5	Database Back-up, readability and restore for setup	Please provide scope of service for tape and data management	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
120	42	9.6.3.5.5	MIS& Reporting Server	Please provide number of tapes	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
121	42	9.6.3.5.5	Future Plans for Customer Call Center:	Please provide frequency of restoration drill if applicable	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
122	42	9.6.3.5.5, bullet no 14	14. Media management including, but not limited to, tagging, cross-referencing, storing (both on-site and off-site), logging, testing, and vaulting in fire proof cabinets.	1. Kindly Share the Type & Nos. of Media's which will come under Our Scope of vendor	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
123	42	9.6.3.5.5, bullet no 14	14. Media management including, but not limited to, tagging, cross-referencing, storing (both on-site and off-site), logging, testing, and vaulting in fire proof cabinets.	2. Are All the Media's In Scope Bar Coded	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
124	42	9.6.3.5.5, bullet no 14	14. Media management including, but not limited to, tagging, cross-referencing, storing (both on-site and off-site), logging, testing, and vaulting in fire proof cabinets.	3. Do you use Bar Code Scanner at all the Sites, If No, Who will be Responsible for Procurement of Bar Code Scanner	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
125	42	9.6.3.5.5, bullet no 14	14. Media management including, but not limited to, tagging, cross-referencing, storing (both on-site and off-site), logging, testing, and vaulting in fire proof cabinets.	4 Who will move the Media (Transport), Onsite/Offsite and Other Locations Movement & what will be the Frequency	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
126	42	9.6.3.5.5, bullet no 14	14. Media management including, but not limited to, tagging, cross-referencing, storing (both on-site and off-site), logging, testing, and vaulting in fire proof cabinets.	5. What will be the Frequency of Media Reconciliation	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder

127	44	9.6.3.6	9.6.3.6 Software License Management	Which tool is used for SLM	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
128	44	9.6.3.7	9.6.3.7 Updates/Upgrades/New releases/New versions/Patch Management	What is the tool available for patch management across all hardware	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
129	44	9.6.3.7	9.6.3.7 Updates/Upgrades/New releases/New versions/Patch Management	Please confirm scope for patch management. Is scope limited to assets under scope of contract or will partner need to manage any patch management tool/platform	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
130	45	9.6.3.9	The Bank has 7500 Assets and 250 Servers	Please share the disstribution of assets against each RO, and in each Taluka location	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
131	46	9.6.4.1	Intellectual Property Rights	Please confirm list of tools to be managed.	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
132	48	9.6.4.1	9.6.4.1 Monitoring	Please confirm list of tools to be managed.	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
133	49	9.6.4.1	Any software support like update/enhancement/upgrade etc. as defined below released till the completion of contract period shall be supplied, installed and commissioned free of cost by the Bidder. However, any such software support like update/enhancement/upgrade shall be communicated to the Bank by the Bidder within a period of two weeks from the date of release, during the entire contract period.	Bidder recommends that the Customization / Enhancement should be via PCR based on the rate card with mutual agreement.	Please be guided by the RFP, Bidder to comply with RFP Terms. It is already clarified that this will be applicable for Minor enhancements/upgrades.
134	51	9.6.5.3, bullet no 7	7. Video Conferencing Management – Maintenance & testing of these equipment deployed at RO on regular basis.	What is the vendors scope towards Video Conferencing Support. Is it only L1 activity .. Please provide insight	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
135	52	9.6.6	Also, during the contract period new branches and infrastructure will be added to the Banks' setup so Bidder needs to provide the sizing in totality and bank will procure the required licenses accordingly; however, the implementation and maintenance of the same needs to be done by the Bidder	Requesting the bank to provide guidance on how many devices will be added in each new branch/ATM which will be setup	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
136	53	9.6.6	Enterprise Management System	Version Upgrade is only possible for CA Product Modules which are still under active Subscription / AMC , EOL Products are not liable for Version Upgrades	Yes , Please be guided by the RFP , Bidder to comply with RFP terms.
137	62	9.7.2	NAC & SOC	NAC and Security Operation Center - Please provide specific list of activities that support expected	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
138	62	9.7.2	NAC & SOC	Is NAC roll out part of current RFP scope?	No , Please be guided by the RFP, Bidder to comply with RFP Terms.
139	139	Annexure 11	Other Allied Application Like AML, ALM etc. L2 9 AM to 10 PM	Bidder wants to check on the shift timing: The shift is mentioned as 1 and resource as 1. It will be difficult for One resource to ve available from 9AM to 10 PM	Please be guided by the RFP, Bidder to comply with RFP Terms.
140	138	Annx 10	Resource Profile	Bidder understands that the Bank is looking for L2 with 5 years of experience and technical certifaitions like CISA. Bidder would like to request bank to relax the certification criteria. Also will request bank to reduce the number of years of experience of L2 to more than 3 years	L2 with >3 Years of experience and Technical Certification CISA is mandatory

141	139	Annx 11	Minimum Resource Deployment	As per RFP bank is looking for 4 L1 covering support window from 6 am to 10 pm. With 4 L1 (2 L1 in each shift) Bidder feels that it will be difficult to provide required coverage. Bidder requests if we can propose more number of resources	Please be guided by the RFP, Bidder to comply with RFP Terms.
142	139	Annx 11	Minimum Resource Deployment	Bank is looking for 2 L2 resources in genral shift. While in Appendix N bank has mentioned that L1 and L2 should be cover 24x7x365 support window. Will appreciate if bank can clarify on the support window	Please refer to Annexure 11for Minimum Resource Deployment.
143	139	Annx 11	Minimum Resource Deployment	Bank has request for 1 L3 on call basis. It is very difficult to quanti the work for L3. Will appreciate if bank can provide more inputs on this in terms of expectation from L3.	Please be guided by the RFP, Bidder to comply with RFP Terms.
144	72,73,74	Annx K: Page#8	Uptime Rules and LD (Liquidated Damages) for Uptime	a. Bidder requests Bank to share the parameters for measuring branch up time b. Bidder requests the Bank to clarify if this 5% is on the total annual cost (or) value of particular Line item? ...Eg. If there is a failure of channels, will 0.5% applicable for Channel support cost or overall annual cost?	Please refer to Clause No 44. (LD) , page No 102
145	Annx K: Page#8	Annx K: Page #3 	Hardware Storage	Require part# and Device/ Controller serial nos for NetApp 8020	Please be guided by the RFP, Bidder to comply with RFP Terms.
146	Annx K: Page #3 	Annx K: Page#14	Details of Unix Servers at DC &DRC	IBM P series – 8231 E2B 7214 1U2 9117 MMB The listed devices are EOSL and support at best can be on best effort basis only, and SLA commitment would be difficult to commit. Bank to guide on this scenario	Please be guided by the RFP, Bidder to comply with RFP Terms.
147	Annx K: Page#14	Annx K: Page#14	Details of Hardware Security	56000 Appliance: The support is expiring on 18th Dec'18, whereas RFP states till 31st March 2021. Note – Subscription is available till 2021 as per OEM. Need Bank's input	Please be guided by the RFP, Bidder to comply with RFP Terms.
148	Annx K: Page#14	Annx K: PAGE#15	Details of Hardware Security	Require SAID # for Arcsight	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
149	Annx K: PAGE#15	Annx K: Page#17,	Details of Application Licenses	Require Contract ID's/Unique registrationno. , Serial nos , no of Licenses due for renewal	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
150	Annx K: Page#17,	Annx K: PAGE#6,	Details of Database& OS Licenses	AIX7.1: Require the serial nos as support Subscription is not renewed for all serial nos	Please refer to Appendix K, additional details would be shared with the Successful Bidder
151	Annx K: PAGE#6,	Annx K: PAGE#6,	Hardware- x86 Server- Servers at DC & DRC	Require Serial nos /Model #'s for the following: X3650, X3550 Servers in serial nos 32, 33 &35	Please refer to Appendix K, additional details would be shared with the Successful Bidder
152	Annx K: PAGE#6,	Annx K: Page#7	Hardware- x86 Server- Servers at DC & DRC	Require Serial nos /Model #'s for C240, SL.No.34	Please refer to Appendix K, additional details would be shared with the Successful Bidder
153	Annx K: Page#7	Annx K: Page#7	Details of other hardware at DC & DRC	Require Model# or Part# for CISCO Telepresence	Please refer to Appendix K, additional details would be shared with the Successful Bidder
154	Annx K: Page#7	Annx K: page#9	Details of other hardware at DC & DRC	Require Model# or Part# for CISCO Video Communication Server	Please refer to Appendix K, additional details would be shared with the Successful Bidder
155	Annx K: page#9	Annx K: page#9	Hardware Backup Devices	Require Model# or Part# for Backup EXE	Please refer to Appendix K, additional details would be shared with the Successful Bidder
156	Annx K: page#9	Annx K: page#9	Hardware Backup Devices	Require model#, Serial No. for Quantum Library	Please refer to Appendix K, additional details would be shared with the Successful Bidder

157	14	App K	Current Infrastructure	Please provide number of AV EndPoints - In commercial template mentioned as 5600 and in statement mentioned as 7500 endpoints and 250 servers	Not in the scope of this RFP.
158	14	App K	Current Infrastructure	Do PKGB and KGB uses the same AV management console or different management console ?	Please refer to Appendix K, additional details would be shared with the Successful Bidder
159	14	App K	Current Infrastructure	Do Radware DefensePro Mod 1016 - 4 Qty will be part of security device Management scope ? Only seeing in Appendix - K, not mentioned any where in RFP	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
160	14	App K	Current Infrastructure	Do Lotus Mail Security Device will be part of security device management scope ? Only seeing in Appendix - K, not mentioned any where in RFP	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
161	14	App K	Current Infrastructure	Do Symantec Data Center Security will be part of security device management scope ? Only seeing in Appendix - K, not mentioned any where in RFP	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
162	14	App K	Current Infrastructure	Is Access Management part of current scope?	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
163	20	App K	Current Infrastructure	Is DAM part of current RFP scope?	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
164	170	App L	Reports	Please provide tools or feed is being subscribed to extract and provide Vulnerabilities weekly report	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
165	175	App N	Service Window	Appendix N - Service Window across Service Category - Security Management mentioned as 24 x 7 x 365 but the support window asked is for 6 am to 10 pm, please change accordingly.	Please refer to Annexure 11for Minimum Resource Deployment.
166	Annx K: page#9	Appendix K	Hardware Backup Devices	There is no B2B with OEM for past 2 years. Need to understand reason for B2B now. - for Quantum Library	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
167	Appendix K	Appendix K	IT Infrastructure checklist	Our understanding is that all the components such servers, applications, middleware, databases, storage, network devices, etc... deployed in the datacenters, branches and ATMs should be monitored via an enterprise EMS-NMS solution. Please clarify	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
168	Appendix K	Appendix K, page nos 18 & 19	IT Infrastructure checklist	The details of IT infrastructure maintained at all the branches and ATMs are missing. Can you please provide us the same	Please be guided by 9.6.5 in the RFP
169	Appendix K, page nos 18 & 19	Appendix K, page nos 18 & 19	Details of PKGB and KGB	Column names for the tables are missing. Requesting the bank to please include the same	Please be guided by the RFP, Bidder to comply with RFP Terms.
170	Appendix K, page nos 18 & 19	Appendix K, page nos 8 and 10	Details of PKGB and KGB	For the no of branches/ATMs, there is no mention about the no of devices which are required to be provided. Can you please more details about it	Please be guided by 9.6.5 in the RFP

171	103	Billing and Payment Terms	<p>Billing and Payment Terms.</p> <p>The fees payable by the Bank to Bidder shall be inclusive of all costs such as insurance, taxes (GST, as per the rates applicable), transportation, installation, that may be levied, imposed, charged or incurred and RBI shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source ("TDS"), as applicable. The Bidder will need to provide the details for the tax rates as considered in the pricing. This will be used for subsequent tax changes. RBI shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) working 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.</p>	<p>Bidder Request "The payment term should be 30 days from date of invoice " FMS charges should be paid Quarterly in Advance and Software /Hardware should be paid 100% on delivery". Training to be paid 100% on delivery. Also a LPF of 2% will be applied on late payment and Services suspended in case of no payment by Pragati bank. Implementation Should have more Milestone in between; Architecture validation to be paid Quarterly in Advance; Customization cost to have more milestone in between</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
172	57	Clause 9.6.11 (System and Security Audit)	<p>2) All audit points raised by the Software auditor should be complied by the vendor without any additional cost to the Bank.; 3) During warranty and AMC / ATS period, the vendor needs to comply with security and system audit observation and rectify the audit observation without any additional cost to the Bank.</p>	<p>Please note that any changes requested post the audit shall be mutually discussed and agreed, including the price variation, if any.</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
173	Appendix K, page nos 8 and 10	General Queries	<p>IT Infrastructure checklist</p>	<p>Does the Bank require an enterprise class EMS - NMS solution for storage, tape backup & associated components monitoring</p>	<p>No scope for any new tools.</p>
174	General Queries	General Queries	<p>General Queries</p>	<p>a. Database Size required (from Migration perspective)</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder</p>
175	General Queries	General Queries on Annx K	<p>General Queries on Annx K</p>	<p>b. Some of the devices are declared EOSL, What is the expectation from Bank (Is SI supposed to manage these devices on its own or Bank has missed out updating in remarks c</p>	<p>Wherever EOSL has been mentioned in in Appendix K /announced by OEM AMC need not be factored.</p>
176	General Queries on Annx K	General Queries on Annx K	<p>General Queries on Annx K</p>	<p>Please suggest how to address the issue , since the products are EOL</p>	<p>Wherever EOL has been mentioned AMC need not be factored.</p>
177	General Queries on Annx K	General Queries on Annx K	<p>General Queries on Annx K</p>	<p>Please suggest in case the partner needs to support messaging.</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
178	General Queries on Annx K	General Queries on Annx K	<p>General Queries on Annx K</p>	<p>Which is the messaging system do you have. How many messaging clinets are there.</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder</p>
179	General Queries on Annx K	General Queries on Annx K	<p>General Queries on Annx K</p>	<p>Are All the Media's In Scope Bar Coded</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder</p>
180	General Queries on Annx K	General Queries on Annx K	<p>General Queries on Annx K</p>	<p>How Many PSM Transactions Are Excepted Daily/Weekly/Monthly at Each of the Locations in Scope</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder</p>
181	General Queries on Annx K	General Queries on Annx K	<p>General Queries on Annx K</p>	<p>What is the Frequency of Media Recon. Is it in vendor scope</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder</p>
182	General Queries on Annx K	General Queries on Annx K	<p>General Queries on Annx K</p>	<p>Do we Have Bar Code Scanner at all the Sites, If No, Who will be Responsible for Procurement of Bar Code Scanner</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder</p>
183	General Queries on Annx K	General Queries on Annx K	<p>General Queries on Annx K</p>	<p>How Many Internal & Offsite Media Movement are Excepted on Daily Basis</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder</p>

184	General Queries on Annx K	General Queries on Annx K	General Queries on Annx K	What is nos of media as part of PSM. What is the growth expected Year over Year.	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
185	General Queries on Annx K	General Queries on Annx K	General Queries on Annx K	What is the off site location for PSM .. From DC / DR. Please mention the city name where off site location for PSM	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
186	General Queries on Annx K	General Queries on Annx K	General Queries on Annx K	Is that undstanding right.	Please be guided by the RFP. Bidder to comply with RFP terms
187	General Queries on Annx K	General Queries on Annx K	General Queries on Annx K	What Is the Messaging to be supported	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
188	General Queries on Annx K	General Queries on Annx K	General Queries on Annx K	Are All the Media's In Scope Bar Coded	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
189	General Queries on Annx K	General Queries on Annx K	General Queries on Annx K	How Many PSM Transactions Are Excepted Daily/Weekly/Monthly at Each of the Locations in Scope	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
190	General Queries on Annx K	General Queries on Annx K	General Queries on Annx K	be the Frequency of Media Recon	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
191	General Queries on Annx K	General Queries on Annx K	General Queries on Annx K	Do we Have Bar Code Scanner at all the Sites, If No, Who will be Responsible for Procurement of Bar Code Scanner	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
192	General Queries on Annx K	General Queries on Annx K	General Queries on Annx K	How Many Internal & Offsite Media Movement are Excepted on Daily Basis	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
193	General Queries on Annx K	General Queries on Annx K	General Queries on Annx K	nos of media as part of PSM. What is the growth expected	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
194	General Queries on Annx K	General Queries on Annx K	General Queries on Annx K	nof of offsite transactions / nos of internal transactions in a day	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
195	General Queries on Annx K	General Queries on Annx K	General Queries on Annx K	What is the off site location for PSM .. From DC / DR	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
196	General Queries on Annx K	General Queries on Annx K	General Queries on Annx K	Is there any virtualization environment in place. VMware / Hyper V ... which needs to be supported	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
197	General Queries on Annx K	General Queries on Annx K	General Queries on Annx K	1- During interaction with OEM's it is observed that without correct part# & serial nos, they will not be able to provide the pricing and 5 years support assurance Bidder feels that if some assumptions made, quotes is given and later upon serial no validation it is found that the part # has reached EOSL or is reaching EOSL in between the 5 year tenure, it will be difficult to honor.	Please refer to Appendix K, additional details would be shared with the Successful Bidder

198	General Queries on Annx K	General Query	General Query	2- Some the devices are not back lined with OEM's currently and Bank is insisting on B2B for all devices listed in Appendix K. The OEM's are of the view that such equipment's would be inspected before taking under AMC and if any non-OEM parts are found during the tenure of the contract, such parts would be chargeable. We seek Banks direction to move ahead on this	Please be guided by the RFP, Bidder to comply with RFP Terms.
199	General Query	General Query	General-Ticket dump of the ongoing services	Please share the complete ticket dumps for lat 1-2 years for the Services Scope of RFP	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
200	Generic	General Query	General Query	What new solutions is bank planning to deploy?	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
201	82	Point 10 : Staff transition period (Handover period)	As per below mentioning staff transition period • Program Director / Manager, Project Managers and Service delivery manager- 60 Days • All Domain In charge- 45 days • Other staff- 30 days	Are we right in understanding that these are the timelines from Transition Start	Please be guided by the RFP, Bidder to comply with RFP Terms.
202	General Query	General Query	General Query	What is the Count of User IDs on Servers, Sub-Systems(Database, Middleware), Security Tools, Networking Tools, Applications	Please refer to Appendix K, additional details would be shared with the Successful Bidder
203	Annexure K - Page 18 & 19	Details of PKGB/ KGB Projections	Annexure K	Projection for Total Financial transactions per day has been provided in Annexure K , request the bank to provide the projection of total mobile banking transactions per day .	Please refer to Appendix K, additional details would be shared with the Successful Bidder
204	Page 25	Section 9.5	Mobile Banking Version Upgrade	Request the bank to provide the Projection of Mobile Banking Transactions for 5 years for suggesting Hardware Sizing	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
205	Annexure 20 Pg2	Annexure 20 Pg2	Table	We assume that this table is for specifying the man power count to be deployed by the bidder at Bank DC/DR. Request the bank to clarify.	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
206	Annexure 20 Pg3	Annexure 20 Pg3	Bill Of material :- FM Manpower Cost	We believe that the last but 1 column on "Total Amt (INR) = a x b x c" is a typo and needs to be deleted. Request the bank to clarify.	Refer Annex 20
207	Annexure 20 Pg3	Annexure 20 Pg3	Bill Of material :- FM Manpower Cost	We believe that the last column "Total Amount (5 years) (INR)" is the sum of all the individual years "Total Amt (INR) = a x b x c". Request the bank to clarify.	Please be guided by the RFP, Bidder to comply with RFP Terms.
208	Annexure 20 Pg4	Annexure 20 Pg4	Bill of Material :- AMC, ATS other Cost	We assume that this the bidder is expected to carry on the AMC only and not provide the HW/SW per se. Request the bank to clarify.	Please be guided by the RFP, Bidder to comply with RFP Terms.
209	Annexure 20	Annexure 20	General Query	Request the bank to clarify the methodology for calculation of TCO for this RFP. i.e. is it the grand total for the FM manpower table and the AMC table.	Please be guided by table in page 102 of RFP
210	Page 83	Page 83	Timelines	Request the bank to share the timelines for Mobile banking upgrade as it is not specifically mentioned the RFP. Request the bank to clarify the proposed / planned timelines for data migration and upgradation of mobile banking app (would need adequate timeline for migration & upgrade, say 16 weeks)	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
211	14	5 Eligibility Criteria	The Bidder should not have been black-listed by the Bank, any Public-Sector Bank, RBI/NHB or IBA as on the date of submission of the bid. Bidder must certify to that effect.	The Bidder should not have been black-listed in the last three years by the Bank, any Public-Sector Bank, RBI/NHB or IBA as on the date of submission of the bid. Bidder must certify to that effect.	Please be guided by the RFP clause 5 page no 14. Bidder to comply with RFP Terms.

212	44	9.6.3.7.1 Updates/Upgrades/New releases/New versions/Patch Management	The OEM may from time to time release Updates/ Upgrades/New releases/New versions and notify the Bank about the same. The Bidder agrees that all such Updates/minor Upgrades (dot version)/new minor releases (dot version)/Minor new versions (dot version), as and when released during the term of warranty, AMC and ATS will be implemented without any additional cost to the bank.	No upgrades/New releases/new versions will be provided free of cost. Software upgrade could involve an altogether fresh implementation involving completely new hardware. For eg, finacle version upgrade or any other application upgrade is a software upgrade. It is not possible for the bidder to envisage and estimate such efforts and costs and add them to this proposal. The effort required for implementation to migrate to a new version of software/to upgrade is a big activity and involves a huge cost. We do not have a view in terms of how many version upgrades will happen for a particular software 5 year contract period and how many times such upgrade will be required.All software upgrades should come as part of change request. Minor modifications which are due to regulatory /statutory requirement can be done free for cost.Requesting bank to change the clause that minor version upgrades that are part of bug fixing and patching the solution, under ATS/AMC, and doesn't require dedicated OEM resource onsite will be included as part of scope. Rest all upgrades, major or that are run as separate project and might need OEM resource's involvement onsite will be performed as Change request.	Please be guided by the RFP, Bidder to comply with RFP Terms.
213	48	9.6.4.1 Monitoring	Bidder has to provide the onsite support at Banks' NOC, 24/7 and 365 days of the year for managing & liaisoning of the links in three shifts. The Bidder should decide and provision the number of resources based on about 3000 links with 10%-15% growth on year on year basis.	No upgrades/enhancements will be provided free of cost	Please be guided by the RFP, Bidder to comply with RFP Terms.
214	78	10.4 SLA for Management, Governance and Reporting	As per RFP	Penalty will be levied on all the mentioned cases only if the default is caused due to the reasons solely attributable to the bidder	Please be guided by the RFP, Bidder to comply with RFP Terms.
215		Penalty Cap	Clause not present in RFP	Nothing withstanding anything contained here, including annexures etc, the maximum aggregate penalty against the bidder for all claims (LD,SLA everything), by which ever name so called, shall be limited to 10% of the respective SOW/PO and shall be in lieu of all available remedies.	Please be guided by the RFP, Bidder to comply with RFP Terms.
216	88	18 Earnest Money Deposit/Bank Guarantee in lieu of EMD	18.5 The EMD may be forfeited/ Bank Guarantee may be invoked: 18.5.1 If the Bidder withdraws or amends the bid during the period of bid validity specified in this document. 18.5.2 If the Bidder/s fails to participate and quote price in Online Reverse Auction or fails to Login in Reverse Auction. 18.5.3 If the selected Bidder fails to accept the purchase order within 7 working days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.	18.5 The EMD may be forfeited/ Bank Guarantee may be invoked: 18.5.1 If the Bidder withdraws or amends the bid during the period of bid validity specified in this document due to reasons solely attributable to the Bidder or despite consideration of Bidder's deviations by the Bank. 18.5.2 If the Bidder/s fails to participate and quote price in Online Reverse Auction or fails to Login in Reverse Auction due to reasons solely attributable to the Bidder or despite consideration of Bidder's deviations by the Bank. 18.5.3 If the selected Bidder fails to accept the purchase order within 7 working days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP due to reasons solely attributable to the Bidder or despite consideration of Bidder's deviations by the Bank.	Please be guided by the RFP, Bidder to comply with RFP Terms.
217	101	41 Security Deposit/Performance Bank Guarantee	The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected Bidder fails to complete his obligations under the contract. The Bank shall notify the selected Bidder in writing before invoking the Bank guarantee.	The Bank can either levy LD/Penalty or can invoke bank guarantee. It cannot do both	Please be guided by the RFP, Bidder to comply with RFP Terms.

218	101	44 Liquidated Damages	as per RFP	The maximum aggregate LD for all the categories mentioned shall be 10% and not more than that	Please be guided by the RFP, Bidder to comply with RFP Terms.
219	103	44.2 Liquidated Damages	All the above LDs are independent of each other and are applicable separately and concurrently.	Request deletion and also request to add the following: For delay of each week 0.25% of contract value corresponding to undelivered quantity subject to a max of 5% of contract value of the undelivered quantity.	Please be guided by the RFP, Bidder to comply with RFP Terms.
220	104	46 Payment Terms	The Banks shall release the payment of each undisputed Invoice raised in accordance with this RFP and subsequent Purchase Order/s within thirty (30) Working Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice accompany the required documents together with evidence of delivery / installation and payable under this RFP and subsequent Purchase Order.	Also, any issue relating to the invoice shall be disputed within 30 days from the date of receipt of invoice	Please be guided by the RFP, Bidder to comply with RFP Terms.
221	104	46 Payment Terms	The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.	There should be a cap on the amount which the bank can withhold.	Please be guided by the RFP, Bidder to comply with RFP Terms.
222	104	46 Payment Terms	Implementation Cost <ul style="list-style-type: none"> • 30% of the cost of such application on requirement gathering and sign off • 40% of the cost, of such application implementation, will be payable on successful implementation with all the functionalities of the said software and acceptance sign-off from the Bank in UAT • 20% of the cost, of such application implementation, will be payable on successful implementation with all the functionalities of the said software and acceptance sign off from the Bank in Production • The balance 10% of the application implementation cost, will be payable on completion of three months from the date of successful implementation and sign-off of the said software. 	Implementation Cost <ul style="list-style-type: none"> • 30% of the cost of such application on requirement gathering and sign off • 40% of the cost, of such application implementation, will be payable on successful implementation with all the functionalities of the said software and acceptance sign-off from the Bank in UAT • 20% 30% of the cost, of such application implementation, will be payable on successful implementation with all the functionalities of the said software and acceptance sign off from the Bank in Production • The balance 10% of the application implementation cost, will be payable on completion of three months from the date of successful implementation and sign-off of the said software. 	Please be guided by the RFP, Bidder to comply with RFP Terms.
223	106	47 Order Cancellation/ Termination Of Contract	The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances: <ol style="list-style-type: none"> 1. The selected Bidder commits a breach of any of the terms and conditions of the contract. 2. The Bidder goes in to liquidation voluntarily or otherwise. 3. An attachment is levied or continues to be levied for 7 days upon effects of the bid. 4. The progress regarding execution of the contract by the Bidder is unsatisfactory. 5. Deduction on account of penalties exceeds 5% of the total contract price during warranty period and 10% of the total contract price during AMC / ATS period. 	The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances: <ol style="list-style-type: none"> 1. The selected Bidder commits a breach of any of the terms and conditions of the contract. 2. The Bidder goes in to liquidation voluntarily or otherwise. 3. An attachment is levied or continues to be levied for 7 days upon effects of the bid. 4. The progress regarding execution of the contract by the Bidder is unsatisfactory. 5. Deduction on account of penalties exceeds 5% of the total contract price during warranty period and 10% of the total contract price during AMC / ATS period. 	Please be guided by the RFP, Bidder to comply with RFP Terms.

224	106	47 Order Cancellation/ Termination Of Contract	After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the bank will provide 30 days cure period to the Bidder however the Bank reserves the right to get the balance contract executed by another party of its choice if selected Bidder does not perform satisfactorily at the end of 30 days cure period. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract. This clause is applicable if for any reason the contract is cancelled.	After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the bank will provide 30 days cure period to the Bidder however the Bank reserves the right to get the balance contract executed by another party of its choice if selected Bidder does not perform satisfactorily at the end of 30 days cure period. In this event, the selected Bidder is bound to make good the additional expenditure upto a maximum of 3% of the cost for remaining part of the contract, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract. This clause is applicable if for any reason the contract is cancelled.	Please be guided by the RFP, Bidder to comply with RFP Terms.
225	109	56.1 Indemnity	The Bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of: > The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Bidder; > Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder;	The Bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of: > The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Bidder; > Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder;	Please be guided by the RFP, Bidder to comply with RFP Terms.
226	109	56.3 Indemnity	Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project	Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the Bidder's aggregate liability shall be subject to an overall limit of 25% of the total annual Cost of the project.	Please be guided by the RFP, Bidder to comply with RFP Terms.
227	109	57 Inspection of Records	Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.	Request notice period of 30 days. Request such audit to be conducted during normal business hours and not more than once every financial year, Request Wipro's internal cost records and sensitive financial information to be excluded from the scope of such audit. Request audit to be conducted at SBI's costs. Request auditor to enter into the appropriate confidentiality obligations before conducting the audit	Please be guided by the RFP, Bidder to comply with RFP Terms.

228	111	64 Amendments to the Agreement	Once contract agreement and AMC agreement [If AMC contracted] are executed with the Bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.	Once contract agreement and AMC agreement [If AMC contracted] are executed with the Bidder on mutually agreed terms, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.	Please be guided by the RFP, Bidder to comply with RFP Terms.
229	112	66 Negligence	In connection with the work or contravenes the provisions of General Terms, if the selected Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected Bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected Bidder.	In connection with the work or contravenes the provisions of General Terms, if the selected Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable but limited to 3% of the excess costs spent by the Bank for the default and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected Bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected Bidder.	Please be guided by the RFP, Bidder to comply with RFP Terms.
230	113	70.5 Corrupt and Fraudulent Practices	The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time, it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.	Request deletion of this clause.	Please be guided by the RFP, Bidder to comply with RFP Terms.
231	114	72 Modification/Cancellation of RFP	The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected Bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected Bidder(s) of the grounds for the Bank's rejection/cancellation.	The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever before submission of bid. The bank shall not incur any liability to the affected Bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected Bidder(s) of the grounds for the Bank's rejection/cancellation.	Please be guided by the RFP, Bidder to comply with RFP Terms.
232	120	Annexure 2 Bid Covering Letter Format	Having examined the tender document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to take part in Selection of System Integrator for Maintenance of Finacle Core Banking Solution, Allied Applications, Delivery Channels, Facilities Management and other services at Data Center, Disaster Recovery Center, Branches and Offices in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.	Having examined the tender document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to take part in Selection of System Integrator for Maintenance of Finacle Core Banking Solution, Allied Applications, Delivery Channels, Facilities Management and other services at Data Center, Disaster Recovery Center, Branches and Offices in conformity with the said tender along with our deviations in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.	Please be guided by the RFP, Bidder to comply with RFP Terms.
233	129	Annexure 8 Non-Disclosure Agreement	as per RFP	Request addition of the following: Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable for a period of 3 years from the term of the agreement	Please be guided by the RFP, Bidder to comply with RFP Terms.
234	130	Annexure 9 Technical Bid Covering Letter 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 along with our deviations contained in the RFP.	Please be guided by the RFP, Bidder to comply with RFP Terms.
235	162	Appendix I I) 7. BUSINESS RULES AND TERMS & CONDITIONS OF REVERSE AUCTION	Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future	Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future	Please be guided by the RFP, Bidder to comply with RFP Terms.

236	166	Appendix J (1) (To be submitted on company letter head by all Bidders participating in Reverse Auction)	We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.	We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.	Please be guided by the RFP, Bidder to comply with RFP Terms.
237	166	Appendix J (2) (To be submitted / faxed by Successful Bidder of Reverse Auction within 24 hours from the end of Reverse Auction event)	Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar him from participating in future	Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar him from participating in future	Please be guided by the RFP, Bidder to comply with RFP Terms.
238		Intellectual Protection	Clause not present in RFP	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.	Please be guided by the RFP, Bidder to comply with RFP Terms.
239		SNR	Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer	Please be guided by the RFP, Bidder to comply with RFP Terms.
240		Risk and Title	Clause not present in RFP	Notwithstanding anything to the contrary contained elsewhere in the contract, The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	Please be guided by the RFP, Bidder to comply with RFP Terms.
241		Saving Clause	Clause not present in RFP	Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	Please be guided by the RFP, Bidder to comply with RFP Terms.
242		Deemed Acceptance	Clause not present in RFP	Products/Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Customer.	Please be guided by the RFP, Bidder to comply with RFP Terms.

243		Pass Through Warranty	Clause not present in RFP	Wipro shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Wipro shall not provide any additional warranties and indemnities with respect such products.	Please be guided by the RFP, Bidder to comply with RFP Terms.
244		Non Hire Clause	Clause not present in RFP	Customer acknowledges that personnel to be provided by Wipro represent a significant investment in recruitment and training, the loss of which would be detrimental to Wipro's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Wipro employee, or induce any such individual to leave the employ of Wipro. For purposes of this clause, a Wipro employee means any employee or person who has who has been involved in providing services under this Agreement.	Please be guided by the RFP, Bidder to comply with RFP Terms.
245		Change Order	Clause not present in RFP	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Wipro will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Wipro shall not be bound to perform any additional services.	Please be guided by the RFP, Bidder to comply with RFP Terms.
246		Additional Hardware	Clause not present in RFP	Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any additional Hardware under the Agreement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order.	Please be guided by the RFP, Bidder to comply with RFP Terms.
247		Upgrades/Enhancements	Clause not present in RFP	Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any upgrade/enhancement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order.	Please be guided by the RFP, Bidder to comply with RFP Terms.
248		Force Majeure		Wipro is not responsible for delays caused by the reasons of strikes, changes in Government Regulations, labor disputes, wars, acts of God or any other such reason beyond its reasonable control.	Please be guided by the RFP, Bidder to comply with RFP Terms.
249	48	9.6.4.1 Monitoring	Any software support like update/enhancement/upgrade etc. as defined below released till the completion of contract period shall be supplied, installed and commissioned free of cost by the Bidder. However, any such software support like update/enhancement/upgrade shall be communicated to the Bank by the Bidder within a period of two weeks from the date of release, during the entire contract period.	No upgrades/enhancements will be provided free of cost. Software upgrade could involve an altogether fresh implementation involving completely new hardware. For eg, finacle version upgarde or any other application upgrade is a software upgrade. It is not possible for the bidder to envisage and estimate such efforts and costs and add them to this proposal. The effort required for implementation to migrate to a new version of software/to upgrade is a big activity and involves a huge cost. We do not have a view in terms of how many version upgrades will happen for a particular software 5 year contract period and how many times such upgrade will be required. All software upgrades should come as part of change request. Minor modifications which are due to regulatory / statutory requirement can be done free for cost.	Please be guided by the RFP, Bidder to comply with RFP Terms.

250	78	10.4 SLA for Management, Governance and Reporting	As per RFP	Penalty will be levied on all the mentioned cases only if the default is caused due to the reasons solely attributable to the bidder	Please be guided by the RFP, Bidder to comply with RFP Terms.
251	88	18 Earnest Money Deposit/Bank Guarantee in lieu of EMD	18.5 The EMD may be forfeited/ Bank Guarantee may be invoked: 18.5.1 If the Bidder withdraws or amends the bid during the period of bid validity specified in this document. 18.5.2 If the Bidder/s fails to participate and quote price in Online Reverse Auction or fails to Login in Reverse Auction. 18.5.3 If the selected Bidder fails to accept the purchase order within 7 working days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.	18.5 The EMD may be forfeited/ Bank Guarantee may be invoked: 18.5.1 If the Bidder withdraws or amends the bid during the period of bid validity specified in this document due to reasons solely attributable to the Bidder or despite consideration of Bidder's deviations by the Bank. 18.5.2 If the Bidder/s fails to participate and quote price in Online Reverse Auction or fails to Login in Reverse Auction due to reasons solely attributable to the Bidder or despite consideration of Bidder's deviations by the Bank. 18.5.3 If the selected Bidder fails to accept the purchase order within 7 working days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP due to reasons solely attributable to the Bidder or despite consideration of Bidder's deviations by the Bank.	Please be guided by the RFP, Bidder to comply with RFP Terms.
252	101	41 Security Deposit/Perfor mance Bank Guarantee	The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected Bidder fails to complete his obligations under the contract. The Bank shall notify the selected Bidder in writing before invoking the Bank guarantee.	The Bank can either levy LD/Penalty or can invoke ban guarantee. It cannot do both	Please be guided by the RFP, Bidder to comply with RFP Terms.
253	106	47 Order Cancellation/ Termination Of Contract	The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances: 1. The selected Bidder commits a breach of any of the terms and conditions of the contract. 2. The Bidder goes in to liquidation voluntarily or otherwise. 3. An attachment is levied or continues to be levied for 7 days upon effects of the bid. 4. The progress regarding execution of the contract by the Bidder is unsatisfactory. 5. Deduction on account of penalties exceeds 5% of the total contract price during warranty period and 10% of the total contract price during AMC / ATS period.	The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances: 1. The selected Bidder commits a breach of any of the terms and conditions of the contract. 2. The Bidder goes in to liquidation voluntarily or otherwise. 3. An attachment is levied or continues to be levied for 7 days upon effects of the bid. 4. The progress regarding execution of the contract by the Bidder is unsatisfactory. 5. Deduction on account of penalties exceeds 5% of the total contract price during warranty period and 10% of the total contract price during AMC / ATS period.	Please be guided by the RFP, Bidder to comply with RFP Terms.
254	106	47 Order Cancellation/ Termination Of Contract	After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the bank will provide 30 days cure period to the Bidder however the Bank reserves the right to get the balance contract executed by another party of its choice if selected Bidder does not perform satisfactorily at the end of 30 days cure period. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract. This clause is applicable if for any reason the contract is cancelled.	After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the bank will provide 30 days cure period to the Bidder however the Bank reserves the right to get the balance contract executed by another party of its choice if selected Bidder does not perform satisfactorily at the end of 30 days cure period. In this event, the selected Bidder is bound to make good the additional expenditure upto a maximum of 10% of the cost for remaining part of the contract, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract. This clause is applicable if for any reason the contract is cancelled.	Please be guided by the RFP, Bidder to comply with RFP Terms.

255	106	47 Order Cancellation/ Termination Of Contract	Not in RFP	In the event of termination by owner, the Bidder shall be paid for the: 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 6. unrecovered investments shall be paid by customer as per termination schedule till the date of termination.	Please be guided by the RFP, Bidder to comply with RFP Terms.
256	113	72 Modification/C ancellation of RFP	The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected Bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected Bidder(s) of the grounds for the Bank's rejection/cancellation.	The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever before submission of bid. The bank shall not incur any liability to the affected Bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected Bidder(s) of the grounds for the Bank's rejection/cancellation.	Please be guided by the RFP, Bidder to comply with RFP Terms.
257		Overall liability of vendor	Not in RFP	The Bidder's aggregate liability in connection with obligations undertaken as a part of the AML Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to 25% of the annual value of the contract.	Please be guided by the RFP, Bidder to comply with RFP Terms.
258		Limitation of Liability	Not in RFP	Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Wipro for all claims under or in relation to this Agreement, shall not exceed total amount of fees paid to Wipro by Customer under a particular SOW during the preceding six (6) months from the event causing damage.	Please be guided by the RFP, Bidder to comply with RFP Terms.

259		Exceptions to Indemnity	Not in RFP	<p>Exceptions to Indemnity</p> <p>(a) Bidder shall not have any liability to Customer under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by Customer where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by Customer; (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not have been infringing. Bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, Bidder obtains for Customer the right to continue using such Deliverables as provided without infringement, or replace or modify such Deliverables so that they become non-infringing.</p>	Please be guided by the RFP, Bidder to comply with RFP Terms.
260		Assignment/Discounting of receivables	Not in RFP	<p>(1) Customer hereby agrees and provides consent to Wipro to have unhindered right to assign the receivables under this Contract to a financial or banking institution or any other institution/organization engaged in the business of funding. For avoidance of doubt, such assignment may include but is not limited to sale of receivables.</p> <p>(2) Notwithstanding anything contained or expressed to the contrary in the Agreement or elsewhere, Customer is obligated to provide full support and cooperation to Wipro to enable Wipro to assign and discount the receivables by furnishing all data, documents, reports, future projections etc. including last three years financials, latest progress report, financial model etc. to the reasonable possible extent if so required by such financial or banking institution in order to enable them to ascertain the credit worthiness for lending money against the assignment of receivables.</p> <p>(3) In the event if RFP/Contract provides for takeover of ownership of Customer asset, it shall be conditioned upon successfully securing the finances from a financial or banking institution or any other institution/organization engaged in the business of funding under a factoring arrangement.</p>	Please be guided by the RFP, Bidder to comply with RFP Terms.
261	23	9.1	An indicative list of applications to be deployed in near future is as follows, for which the Bidder needs to have the capability of integrating with and supporting the respective application: xxx	Please confirm whether the deployment of listed applications will be on Change request (CR) and bidder can discuss the relevant efforts at the time of implementation of such applications based on finalized OEM, integration capabilities/functionality of Product selected, modules selected by Bank and relevant support period from the date of implementation upto end of existing contract.	Please be guided by the RFP, Bidder to comply with RFP Terms.
262	24	9.4 (1.b)	The Bidder will have to perform a product benchmark at the benchmarking center as identified by the Bidder in the presence of Bank employees and its appointed representatives.	<p>At OEM's benchmarking center, infrastructure is not exact replica as available at Customer's site like Network switches, Storage etc are same as being available at Bank's site.</p> <p>To meet the Benchmarking objective in the real sense, please allow bidder to perform Benchmarking at DR site of Bank, which will be exact replica of production and there will be no dependency on OEM of infrastructure for the same.</p> <p>Bidders can provide a confirmation to Bank that there will be no downtime or impact on availability of applications.</p>	Please be guided by the RFP, Bidder to comply with RFP Terms.

263	24	9.4 (1.b)	The objective of this exercise is to demonstrate the maximum capabilities of the current hardware and sizing in terms of number of the transactions per second (TPS), user concurrency, where all the debit and credit legs of the transaction would be considered as a single transaction, along with the necessary number of concurrent transactions, total number of transactions in a 4 hour window, number of accounts, time taken for End of Day, batch processing and meet the required response time as expected by the Bank. This benchmark should be carried out on the current hardware, operating system, application version and database.	Please share the yearwise sizing envisaged for the Production and expected TPS throughput.	Please be guided by the RFP. Bidders are expected to arrive at the same based on their experience and expertise using current volumes and hardware as per Appendix K. TPS has to be determined by the bidder based on Benchmarking.
264	26	9.6 (3)	The Bank intends that the contract which is contemplated herein with the Bidder shall be for a period of five years (5 years) from the completion of Transition period and shall cover all Deliverables and Services required to be procured or provided by the Bidder during such period of contract.	Please advise the contract duration for incumbent vendor who doesn't have to go through Transition period.	Please be guided by the RFP, Bidder to comply with RFP Terms.
265	26	9.6 (5)	Application maintenance would include installation, re-installation, troubleshooting, performance tuning, performance monitoring, applications of patches, bug fixing, improvements in presentation and / or functionality and others within a duration mentioned in Service Level Agreement for the extended period.	Performance tuning is an activity that is performed by OEMs of respective applications. Please advise, if bidder has to factor for Performance tuning of which all applications and how many times Bank intends to get the tuning services from those OEMs.	Please be guided by the RFP, Bidder to comply with RFP Terms. Periodic Performance Assessment is part of scope of the Bidder, details are given in the RFP.
266	26	9.6 (5)	Application maintenance would include installation, re-installation, troubleshooting, performance tuning, performance monitoring, applications of patches, bug fixing, improvements in presentation and / or functionality and others within a duration mentioned in Service Level Agreement for the extended period.	Performance monitoring - Please advise if Bank wants bidder to propose a Performance monitoring tool or manual monitoring is OK for Bank. Also advise the list of applications for which performance monitoring is desired.	All the inscope applications and Hardware performance monitoring needs to be done by the bidder
267	29	9.6.2.1 (4.v)	Bidder should address audit observations when Bank carries out an application audit	Please advise detailed scope of audit.	Please be guided by the RFP, Bidder to comply with RFP Terms.
268	29	9.6.2.1 (4.dd)	Bidder has to do customizations and trouble shooting and take end to end responsibility for each of the in-scope applications.	We understand that new customizations will be on efforts basis through CR process	Please be guided by the RFP, Bidder to comply with RFP Terms. Customization efforts to be factored based on Bill of Material provided.
269	30	9.6.2.2	Level 3 (L3) Service desk	We understand that existing OEM's agreement/contract with the bank is in-line with the requirements stated under this clause and these services are provided as part of AMC/ATS charged by OEMs. Please confirm.	Please be guided by the RFP, the requirements stated in the clause are expectations of what is required to be delivered by the SI.
270	30	9.6.2.2 (f)	Provide version upgrades	Minor version upgrades that are provided by OEMs under ATS/AMC for bug fixes and patches are usually implemented without any cost to Bank. But major upgrades needs to be on cost and efforts basis, as this normally involves services from OEM and are run as a separate project. Predicting such major upgrades for next five years, for all applications is not practical. Please confirm that these upgrades will be on efforts basis.	Please be guided by the RFP, Bidder to comply with RFP Terms. It is already clarified that this will be applicable for Minor enhancements/upgrades.
271	30	9.6.2.2 (g)	Perform Version Migration	Major version migrations needs to be on cost and efforts basis, as this normally involves services from OEM and are run as a separate project. Please confirm that these migrations will be on efforts basis.	Please be guided by the RFP, Bidder to comply with RFP Terms. It is already clarified that this will be applicable for Minor enhancements/upgrades.
272	30	9.6.2.2 (g)	Perform Version Migration	Please advise if Bank wants to include the scope of Finacle version 10 migration under this RFP scope.	Please be guided by the RFP, Finacle version 10 migration is not mentioned in the RFP.

273	39	9.6.3.5.2 (9)	Collection of statistics for databases	Please confirm whether Bank has necessary licenses to enable statistics collection on RDBMS systems. If not, whether Bank will provide the same as RDBMS license procurement is not in scope of Bidder.	Please be guided by the RFP (Appendix K) for existing licenses
274	44	9.6.3.7	The OEM may from time to time release Updates/ Upgrades/New releases/New versions and notify the Bank about the same. The Bidder agrees that all such Updates/minor Upgrades (dot version)/ new minor releases (dot version)/Minor new versions (dot version), as and when released during the term of warranty, AMC and ATS will be implemented without any additional cost to the bank.	Requesting bank to change the clause that minor version upgrades that are part of bug fixing and patching the solution, under ATS/AMC, and doesn't require dedicated OEM resource onsite will be included as part of scope. Rest all upgrades, major or that are run as separate project and might need OEM resource's involvement onsite will be performed as Change request.	Please be guided by the RFP, Bidder to comply with RFP Terms. It is already clarified that this will be applicable for Minor enhancements/upgrades.
275	53	9.6.6	AMC/ATS of EMS	Please advise on licenses, AMC/ATS of two new modules, whether will be procured by Bank or bidder needs to include them in scope. CA DPM and Proactive Net Ops.	Please refer to below clause in the RFP - Section 9.6.6 Enterprise Management System of the RFP. Please be guided by the RFP, Bidder to comply with RFP Terms. New licenses will be procured by Bank. However, the Bidder has to assess and notify the Bank well in advance as per the RFP terms about any such additional licenses.
276	62	9.7.1	Bidder needs to note that Bidder has to extend his full support and coordination during implementation of any new systems and also needs to do minor customizations (if required) and interface building. Bidder also needs to do / change system level parameterization changes (if required) during such implementation.	We understand that new applications integration will be on Change request (CR) and bidder can discuss the relevant efforts at the time of implementation of such applications based on finalized OEM, integration capabilities/functionality of Product selected, modules selected by Bank and relevant support period from the date of implementation upto end of existing contract.	Please be guided by the RFP. Major changes / enhancements are not expected
277	116	77	Escrow for 3rd Party applications	Requesting bank to relook at Escrow requirement of 3rd Party applications, which are either Channels or down the stream applications (not critical), which are not maintaining customer data at the first level.	Please refer to below clause in the RFP -Section 77. Escrow of the RFP. Please be guided by the RFP. Bidder to comply with RFP terms
278	17	7.3 Security Operations Center	Management of other security infrastructure	Kindly elaborate. Which other security technologies need to be considered as part of the management and monitoring	Please be guided by the RFP. Bidder to comply with RFP terms
279	32	9.6.3.1 Server Management	Review the results of vulnerability scans and determine corrective actions based on the results of the scans Review the results of penetration testing and determine corrective actions based on the results of the scans.	Who will carry out the VAPT exercise at the Bank for the devices in scope. If bidder has to perform, kindly share the number of Ips to be scanned and mention the frequency as well	Please be guided by the RFP. Bidder to comply with RFP terms. It is already mentioned that recommendations are appropriately addressed by the bidder.
280	43	9.6.3.5.6 Access management		Is there an access management tool currently deployed at the Bank	No tool exists with the Bank. This has to be tracked based on the existing process at the Bank.
281	45	9.6.3.10 Security Information and Event management	Bidder needs to do the sizing and inform the bank if any augmentation is required and integrate all critical devices /servers for log management and correlation and maintain the same for the additional devices	Please confirm that the Bank will share the details of the new technologies to be integrated. Creation of custom connectors, if any will be done as per CR.	Please be guided by the RFP. Bidder to comply with RFP terms
282	46	9.6.4.1 Network Management Services	Making sure the high availability & reliability of network at all times and performance tuning	Please confirm for high availability, the hardware is currently configured in HA mode	Please be guided by the RFP. Appendix K has the details.
283	62	9.7.2 NAC and Security Operation Center	Bank is also planning to implement Security Operation center (SOC) and for which multiple security systems will be implemented. Bidder needs to extend its full cooperation and support and also needs to do minor customization and parameterization in the application during SOC implementation.	As of this moment, we do not have any understanding of the new technologies being evaluated by the Bank. Please confirm custom connector development, if any will be done as per CR	Please be guided by the RFP, Bidder to comply with RFP Terms. It is already clarified that this will be applicable for Minor enhancements/upgrades.

284	62	9.8 Reverse Transition / Exit Management Plan	Patches and Upgrades required	Does the bank have an existing tool for patch management which can be reused by us	For Windows servers, it is done using WSUS (Windows Software Update Server). For AIX and other servers, it is done manually.
285	139	Annexure 11- Minimum Resource Deployment Plan	L1 - IT Security & L2 - IT Security	Are these resources for technologies other than SIEM? Because SIEM would need 24x7 monitoring	Please be guided by the RFP, Bidder to comply with RFP Terms. Please refer to minimum deployment plan. Bank can take resources based on role required at the agreed rate.
286	175	Appendix N	Security Management	Is this for SIEM only or for other technologies as well	Please refer to minimum deployment plan. Bidder to comply with RFP terms
287			General	At this moment, we will factor the number of resources for the existing set of technologies. Please confirm that CR will be issued as and when new technologies need to be managed and monitored	Please be guided by the RFP, Initiatives identified by the Bank are mentioned in the RFP (Section 9.6, point 2), Bidder is expected to provide FMS services for these applications.
288			General	Is there any tool for agent rollout for any agent based technologies. If yes, please share the details	There is no tool used currently
289			General	What is the current EPS of the existing SIEM? What is it expected to go up to?	Please refer to minimum deployment plan. Bidder to comply with RFP terms
290			General	Kindly share the number of log sources integrated with the SIEM with make & Model & qty	Please refer to minimum deployment plan. Bidder to comply with RFP terms
291			General	For security device management, kindly share the details with make, model & locationwise qty	Please be guided by the RFP. Appendix K has the details.
292	12	4 Bidder Selection:	The period of the contract will be 5 years from the completion of Transition period, with a provision of extension for another 5 years subject to mutually agreed terms and conditions. There will be a Transition period of 6 months from the effective date mentioned in the PO to take over the support of in-scope applications from the existing vendors. The Contract Period of 5 years will start after the Transition period.	Wipro understands that the commercials needed would be for 5 years and commercials for the next 5 years will be discussed at a later stage. Kindly confirm	Yes , Please be guided by the RFP , Bidder to comply with RFP terms.
293	18	8.1	Monitoring and Management shall be done on 24 x 7 basis for all the three layers of Application (including middleware), Database and Hardware using the existing available tools.	Wipro understands the entire toolset will be provisioned by the Bank for sustenance and Wipro will need not provision any tools for support "as a service". Kindly confirm	Please be guided by the RFP, Bidder has to manage with existing tools.
294	18	8.1	Monitoring and Management shall be done on 24 x 7 basis for all the three layers of Application (including middleware), Database and Hardware using the existing available tools.	Any automation solutions implementation will be based on mutually agreed commercials terms and timelines between both the organizations. Kindly confirm	Please be guided by the RFP, Bidder to comply with RFP Terms.
295	21	9.1	Asset Liability Management, including its customization code and interfaces	Please provide more clarity on the SoW of SI / requirement for Asset Liability Management	Please be guided by the RFP, Bidder to comply with RFP Terms.
296	27	9.6.1	Level 1 (L1) Service desk would need to be setup at the Banks' premises on all working days of the Bank between 6 am till End of Day of the last branch and system.	Wipro assumes the window will be from 6am to 10pm (maximum) on all working days to encompass two shifts. Please confirm	Please be guided by the RFP, Bidder to comply with RFP Terms.
297	27	9.6.1	The support staff in the L1 helpdesk must have a minimum relevant experience of two years each. The Bank reserves its right to replace the L1 staff, in stages or in full, over a period of time with that of its own team or another appoint Provider, in which case bank will discontinue payments in respect of the replaced staff.	Wipro would require a minimum notice of 3 months in case of such replacements. Please confirm	Please be guided by the RFP, Bidder to comply with RFP Terms.

298	27	9.6.1	The Bank reserves the right to increase or decrease the number of seats at L1 helpdesk depending on its requirements at the Bank. The Bank also reserves the right to change the locations of helpdesks at its discretion. The Bidder is expected to quote a per seat rate, which shall be used in case the Bank orders for lesser or more number of seats at the L1 helpdesk.	Wipro assumes that the change in location (if any) will be in the same city for which Wipro would require sufficient notice to enable the same. Change in location of the helpdesk inter-city may not be feasible commercially (due to different wage laws of different locations), thus, the same would need to be done based on mutual agreement between both the parties and may lead to commercial implications. Please confirm	Please be guided by the RFP, Bidder to comply with RFP Terms.
299	27	9.6.1	The Bank reserves the right to increase or decrease the number of seats at L1 helpdesk depending on its requirements at the Bank. The Bank also reserves the right to change the locations of helpdesks at its discretion. The Bidder is expected to quote a per seat rate, which shall be used in case the Bank orders for lesser or more number of seats at the L1 helpdesk.	Wipro understands that the Banks are looking at "per resource" rate card since the resources will be stationed out of Banks premises. Please confirm. Further Wipro would request the Bank to share the pricing template, if any	Please be guided by the RFP, Bidder to comply with RFP Terms.
300	27	9.6.1	support staff in the L1 helpdesk must have a minimum relevant experience of two years each	Present L1 resources stationed by the incumbent have an experience range of 0-2 years. Please confirm if the same is a bare minimum requirement by the Bank since it would mean an overhaul of the resources by the incumbent leading to commercial implications	Please be guided by the RFP, Bidder to comply with RFP Terms.
301	28	9.6.2.1	Level 2 (L2) Service desk would need to be setup at the Banks' premises covering 9 am till beginning of next day on all Working days of the week (for both Banks)	Wipro understands the coverage to be 24x5 in the case. Please confirm	Please be guided by the RFP, Bidder to comply with RFP Terms.
302	28	9.6.2.1	The support staff in the L2 helpdesk must have a minimum relevant experience of five years each.	Present L2 resources stationed by the incumbent have an experience range of 2-5 years. Please confirm if the same is a bare minimum requirement by the Bank since it would mean an overhaul of the resources by the incumbent leading to commercial implications	Please be guided by the RFP, Bidder to comply with RFP Terms.
303	30	9.6.2.2	Level 3 (L3) Service Desk would need to be provided from the respective OEM premises. This shall be considered under the 24*7 operations support window for the tenure of the Contract.	Wipro would need better understanding over the same. Are Wipro resources required to be stationed out of OEM premises or the Wipro resources, which are stationed at Bank premises, need to coordinate with the L3 Service Desk of OEM. Please confirm	Please be guided by the RFP, Bidder to comply with RFP Terms.
304	32	9.6.3	Propose tools for operations such as monitoring, deployment and configuration etc.	Please provide details of the tools required to be provisioned by Wipro. Wipro further assumes all these tools will be provisioned on a "perpetual" model	Please be guided by the RFP, Bidder to comply with RFP Terms.
305	37	9.6.3.3	Bank is planning to set-up Near DR (NDR) which also needs to be maintained and managed by the Bidder.	Wipro assumes that it will manage the same post implementation and "Go-Live" of the NDR. Support for NDR setup, implementation amongst others will be out of its scope	Yes , Please be guided by the RFP , Bidder to comply with RFP terms.
306	37	9.6.3.3	Bank is planning to set-up Near DR (NDR) which also needs to be maintained and managed by the Bidder.	Wipro will manage the same remotely post implementation and setup but any onsite resource requirements for this NDR is currently assumed to be out of scope. Please confirm. If in scope, please provide the resource requirement that need to be provisioned for the same	Same as above. Please be guided by the RFP, minimum resource requirements.
307	44	9.6.3.6	Software License Management	Wipro assumes that License Inventory Management and Software License Management will be done with the help of the tools provisioned by Bank. Kindly confirm	No tool exists with the Bank. This has to be tracked based on the existing process at the Bank.

308	46	9.6.4.1	Bidder shall be coordinating / liaison / deal with all link providers including BSNL/MTNL for the link / bandwidth availability as per service levels. Bidder has to immediately log call / book the complaint and register the docket number against the same. Bidder has to continuously follow up with the Link provider for immediate restoration of required link services. Furthermore, after link is restored, Bidder shall have to give details about the nature of fault/ attributable reason to Banks for each link on daily / weekly / monthly / quarterly reports.	Please confirm the number of BSNL/MTNL links to be managed for the Bank	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
309	50	9.6.5	Desktop Management Services at Head Offices, Regional Offices and Project Office	Please confirm the service window for the same	During working hours of respective locations
310	50	9.6.5	Desktop Management Services at Head Offices, Regional Offices and Project Office	Please confirm the service window for the same	During working hours of respective locations
311	50	9.6.5	Network Management Services	Please confirm the service window for the same	Please be guided by the RFP, Bidder to comply with RFP Terms.
312	50	9.6.5	Facility Management Services	Wipro understands that it would need to provide Facility Management support at RO only. Please confirm the service window for the same	Please refer to below clause in the RFP - <i>Facility Management Enggineers</i> Please be guided by the RFP. It is required for RO, Head Office, Project Office and Branches. This is already covered by the incumbent vendor.
313	50	9.6.5	Infrastructure Management Services for Branches, Head Offices, Regional Offices, Project Office	Wipro understands it can cross leverage resources for the above three SoWs (Desktop, Network and Facility Management Services). Please confirm	Please be guided by the RFP. Minimum resource deployment plan has been given.
314	50	9.6.5	Infrastructure Management Services for Branches, Head Offices, Regional Offices, Project Office	Please provide the location wise asset count for Desktop, Network and Facility management support	Overall - approximately 6500 desktops, 1400 routers, 1400 switches Location-wise split cannot be provided at this point in time.
315	59	9.6.12.2	Number of Resources/ Agents at Customer Call Center may vary in both the Banks.	Wipro assumes that it will be given sufficient time to add/reduce the number of resources and the commercials implications will be discussed based on mutually agreed terms and conditions. Please confirm	Please be guided by the RFP, Bidder to comply with RFP Terms.
316	60	9.6.12.5	From 2nd year, 2 agents should be provided to cover the remaining hours (8 pm to 8 am – staggering).	Wipro understands the this increase will be PER bank ,ie, 2 for PKGB and 2 for KGB. Please confirm	Yes , Please be guided by the RFP , Bidder to comply with RFP terms.
317	61	9.6.16	In the event of shifting of office premises by the Bank, Bidder would depute Facility Managers/ engineer(s) for de-installation of all the hardware, coordinate with 3rd party bidders, supervise packing/transportation and installation/ commission of equipment's at new location. No extra cost will be borne by the Bank for the same.	Wipro may take support of additional resources (contractor or core) to accomplish the activity based on the efforts required. Please confirm	Please be guided by the RFP, Bidder to comply with RFP Terms.
318	61	9.6.16	In the event of shifting of office premises by the Bank, Bidder would depute Facility Managers/ engineer(s) for de-installation of all the hardware, coordinate with 3rd party bidders, supervise packing/transportation and installation/ commission of equipment's at new location. No extra cost will be borne by the Bank for the same.	Please provide the approximate number of shiftings that may be required by the Bank per year	Please be guided by the RFP, Bidder to comply with RFP Terms.
319	62	9.8	Reverse Transition / Exit Management Plan	Wipro assumes that the Exit plan timelines will be built considering the last date of contract expiry / termination and the team will move out post the aforementioned date. Please confirm	Please be guided by the RFP, Bidder to comply with RFP Terms.

320	71	9.10	All the resources which will be deployed onsite or working on the project mandatorily needs to have a proper background check and Bidder needs to submit the below mentioned to the bank for every resource, and confirm the same every 3 months	Wipro understands that background verification is carried out only once during the tenure of the employee (before his joining) and getting the same done every 3 months will not be feasible. Please confirm	Please refer to below clause in the RFP - <i>All the resources which will be deployed onsite or working on the project mandatorily need to go through a proper background check at the required periodicity. The Bidder needs to submit the below mentioned to the bank for every resource:</i> Please be guided by the RFP, Bidder to comply with RFP Terms.
321	71	9.10	All the resources which will be deployed onsite or working on the project mandatorily needs to have a proper background check and Bidder needs to submit the below mentioned to the bank for every resource, and confirm the same every 3 months	Please confirm the expectation from background police verification of the resource (on what exactly will be required to be done)	Please be guided by the RFP, Bidder to comply with RFP Terms.
322	72	10.3	Uptime	Wipro will be able to comply the uptime SLA % of 99.9% only for infra in HA mode. For infra not available in HA mode, Wipro proposes an Uptime SLA of 98.5%. Please confirm	Please refer to below clause in the RFP - <i>Section 10.3 Uptime Rules and LD (Liquidated Damages) for Uptime.</i> Please be guided by the RFP. Appendix K has the details.
323	73	10.3	Not more than 6 hours in locations where the distance exceeds 60 KM from Regional Office	Wipro would request an exception to the same in case of difficult terrain or distance of more than 90kms. Please confirm	Please be guided by the RFP, Bidder to comply with RFP Terms.
324	General	NA	BoM	Please provide a technology wise BoM which needs to be supported by the SI. For eg: No of windows servers, no of linux servers, no of aix servers etc. Similarly for network, links, DB and Middleware instances as well	Please refer to Appendix K, additional details would be shared with the Successful Bidder
325	General	NA	Patch Management	Please confirm if Patch management includes End User Patch management as well or is it limited to DC hardware. Please provide the server and end user end points (BoM) to be managed under Patch Management	Please be guided by the RFP, It includes DC, DR and all end-points.
326	58	9.6.12 Call Center	9.6.12 Call Center	Please share approximate call volume per day and peak hour call volume to calculate the agent requirement. In the RFP, 3 agents for PKGB and 5 agent for KGB's requirement is mentioned.	Please be guided by the RFP. Bidder has to provide resources as per the details given in section 9.6.12.5
327	60	9.6.13 Reports	9.6.13 Reports	The agent reports should be provided separately? Because the Reporting server implemented by Orisis India (implementation vendor) will also provide agent performance report for the day/weekly/monthly format.	Please be guided by the RFP, Bidder to comply with RFP Terms.
328	50	9.6.5 Infrastructure Management Services for Branches, Head Offices, Regional Offices, Project Office 9.6.5.2 Onsite Video Conferencing Support at Head Offices / Project Office and RO	Onsite Video Conferencing Support at Head Office, Regional Offices and Project Office	Please clarify on "Bidder shall deploy resources at no extra cost if the proposed deployment do not meet the RFP requirements and SLAs. Bidder needs to perform the below mentioned tasks"	Please be guided by the RFP, Bidder to comply with RFP Terms.
329		General	General	As per the RFP, the IP Telephony, Contact Center & Voice Recording, Video Conference Solution will be implemented by Orisis India. Wipro Should consider Agent provision only? Please clarify.	Yes, only agent resources to be factored as expected in the RFP

330	52	Enterprise Management System	ehealth	CA ehealth is a end of support product soon and will be replaced with ca PM. Can CA PM be considered for the performance monitoring aspect? It can also be replaced with CA UIM for both fault and performance monitoring as the required metrics are lesser than 40k at the moment. please comment.	Please refer to below clause in the RFP - <i>CA EHealth</i> , Please be guided by the RFP, Bidder to comply with RFP Terms.
331	52	Enterprise Management System	spectrum	from the analysis of the environment, existing what we as wipro observed is that server monitoring metrics isnt being met - UIM server pack would do the job instead of spectrum, please comment.	Please refer to below clause in the RFP - <i>CA Spectrum</i> Please be guided by the RFP, Bidder to comply with RFP Terms.
332	52	Enterprise Management System	CA DPM	UIM server pack would also be able to do the job that CA DPM will be able to. please comment.	Please be guided by the RFP, Bidder to comply with RFP Terms.
333	52	Enterprise Management System	General	the versions of these tools are all old, except for spectrum - they would need an upgrade - so this should also be factored? Please comment	All the updates are already in scope of the Vendor. Successful bidder can do the same once on boarded.
334	52	Enterprise Management System	General	HA is needed for all the existing tools? Or critical tools?	HA is required for EMS as whole
335	52	Enterprise Management System	General	There needs to be definite number of licenses that needs to be considered. Please re-phrase as this cannot be unlimited.	Please be guided by the RFP, Bidder to comply with RFP Terms.
336	52	Enterprise Management System	General	There is also scope for mAPM monitoring for the mobile app that exists which would monitor the mobile app performance, please comment.	No scope for any new tools.
337	53	Enterprise Management System	General	There is also scope for APM monitoring for various applications to measure their performances, please comment.	Please be guided by the RFP, Bidder to comply with RFP Terms.
338	23	9.2 Upgrade of Oracle version	Oracle version from 11g to 12C (Supported Version, therefore CBS and AML databases (including Production/UAT/MIS/DR/CSIS/Dev/Test) need to be upgraded to Oracle 12C database	Oracle upgrade should be Certified by the respective OEM for compability/ performance & supported on target Infrastructure . Bank to procure & provide any additional hardware required for this	Please refer to below clause in the RFP - <i>1. Bidder needs to provide compatibility certification of Finacle 7.0.18 on Oracle Database 12C (latest version) from Finacle OEM</i> <i>2. Bidder needs to provide compatibility certification of AML on Oracle Database 12C from AML OEM.</i> <i>3. Bidder has to study the existing database setup and formalize a version upgrade strategy which needs to be approved by the bank.</i> <i>4. Bidder will be responsible for installing Oracle 12C binary in all the environments mentioned above.</i> <i>5. Patch reconciliation needs to be done with Oracle for 12C.</i> <i>6. Upgrade version of the Oracle client in Finacle application server and database in Production/Non-Prod/MIS/DR/CSIS etc. from 11g to 12C.</i> Bidder needs to Work with the
339	23	9.2 Upgrade of Oracle version	Upgrade version of the Oracle client in Finacle application server and database in Production/NonProd/MIS/DR/CSIS etc. from 11g to 12C. 7	Oracle upgrade should be Certified by the respective OEM for compability/ performance & supported on target Infrastructure . Bank to procure & provide any additional hardware required for this	Please refer to below clause in the RFP - <i>Upgrade version of the Oracle client in Finacle application server and database in Production/Non-Prod/MIS/DR/CSIS etc. from 11g to 12C.</i> Bidder needs to Work with the OEM to ensure the certification is done, and the certification needs to be carried out in OEM permises not in the bank permises.

340	24	Clause No-3	Bidder needs to formulate a proper upgrade plan of the CBS Production and non-Production servers to IBM AIX 7.x version. 4	OEM to certify compatibility of AIX on target hardware.	Please refer to below clause in the RFP - <i>Bidder needs to formulate a proper upgrade plan of the CBS Production and non-Production servers to IBM AIX 7.x version.</i> Please be guided by the RFP, This has to be managed by the Bidder.
341	24	Clause No-3	Bidder needs to do the upgrade of all IBM AIX CBS production and non-Production servers to IBM AIX 7.x version	OEM to certify compatibility of AIX on target hardware. Also to certify that performance requirements are met	Please be guided by the RFP, This has to be managed by the Bidder.
342	25	9.5 Mobile Banking Version Upgrade	Mobile Banking Version Upgrade	For version upgrade OEM has to provide required sizing , performance requirements. Bank need to provide hardware required for the same	Bidder should work with OEM to determine target infrastructure and assess any additional hardware requirements, based on the available hardware and growth projections.
343	25	9.5 Mobile Banking Version Upgrade	As per RFP	Please clarify the scope of work for version upgrade of mobile banking for 4.0 to 6.0	Please refer to below clause in the RFP - <i>9.5 Mobile Banking Version Upgrade in the RFP</i> Please be guided by the RFP, Bidder to comply with RFP Terms.
344		General		We require the complete Bill of Material along with Proper Serial Number, CSI Number and SA ID and Support Start Date and End Date to share the AMC Quote.	Bidder has to coordinate with the OEM and get the required details based on Appendix-K
345		General		Health checkup of Existing setup before agreement : - 15 days' time will be provided to the successful bidder to do the health check of all the system before taking the handover from the current service provider if awarded the contract.	Please be guided by the RFP. Bidder has to carry out these activities during transition period, no separate time window will be provided.
346		General		. Faulty equipment if any in existing setup: - Any faulty equipment will not come under this AMC contract. Faulty equipment shall be rectified or replaced partly or fully to make the equipment working before AMC contract awarded to successful bidder.	Please be guided by the RFP, Bidder to comply with RFP Terms.
347		General		In order to enable the bidder to commence work and meet its obligations under the contract, Customer shall be responsible for acquiring and providing physical possession of the site and access thereto, and also all other areas reasonably required for the proper execution of the contract and making the site ready complete in all respect in accordance with the System Integrator's specifications for site readiness. Customer agrees that the bidder shall not in any manner be liable for any delay in supply of goods/equipment and provisioning of Services under the terms of this contract, if such delay is attributable to Customer failure to make the site ready within seven (7) days of bidder's direction in this regard.	Please be guided by the RFP, Bidder to comply with RFP Terms.
348		General		in case any equipment EOSL during Contract Period ,request bank to clarify how Wipro should take it forward as OEM will not provide support.	Please be guided by the RFP, Bidder to comply with RFP Terms.
349		General		In case of any Hardware required during the AMC Period who will bear the cost for the same.	Please be guided by the RFP, Bidder to comply with RFP Terms.
350	163	10 Reverse Auction	As per RFP	Kindly confirm that number of iterations in RA are unlimited.	Please be guided by the RFP, Bidder to comply with RFP Terms.
351		Annexure 20 Pg2	Table	We assume that this table is for specifying the man power count to be deployed by the bidder at Bank DC/DR. Request the bank to clarify.	Please be guided by the RFP, FM Manpower table in Annexure 20 (BOM is for specifying the same).

352		Annexure 20 Pg3	Bill Of material :- FM Manpower Cost	We believe that the last but 1 column on "Total Amt (INR) = a x b x c" is a typo and needs to be deleted. Request the bank to clarify.	Refer Annex 20
353		Annexure 20 Pg3	Bill Of material :- FM Manpower Cost	We believe that the last column "Total Amount (5 years) (INR)" is the sum of all the individual years "Total Amt (INR) = a x b x c". Request the bank to clarify.	Yes , Please be guided by the RFP , Bidder to comply with RFP terms.
354		Annexure 20 Pg4	Bill of Material :- AMC, ATS other Cost	We assume that this the bidder is expected to carry on the AMC only and not provide the HW/SW per se. Request the bank to clarify.	Yes , Please be guided by the RFP , Bidder to comply with RFP terms.
355		Annexure 20	General	Request the bank to clarify the methodology for calculation of TCO for this RFP. i.e. is it the grand total for the FM manpower table and the AMC table.	Yes. Please be guided by the RFP Section 29.2.4 and Section 33
356	83	11 Project Timelines	Timelines	Request the bank to share the timelines for Mobile banking upgrade as it is not specifically mentioned the RFP. Request the bank to consider atleast 16weeks for data migration and upgradation of mobile banking app.	Will be shared with the selected Bidder.
357	112	66: Negligence	In connection with the work or contravenes the provisions of General Terms, if the selected Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected Bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected Bidder.	This clause states Bank may make good the failure at the risk and cost of the selected Bidder. Request the bank to cap this risk and cost included under the limitation of liability clause	Please be guided by the RFP, Bidder to comply with RFP Terms.
358	129	Annexure 8 Non-Disclosure Agreement	as per RFP	The NDA term is unlimited. Request the bank to limit the same and define.	Please be guided by the RFP, Bidder to comply with RFP Terms.
359		Liquidated Damages and penalties under Section 10 and 44 and At-Risk amount under Section 75	As per RFP	Clause 10.3 states that LD will be levied for delay, performance and uptimes separately with Cap under each category, with an overall Cap, under all categories put together, per annum. However, there is no overall cap mentioned in the RFP. There is also a section of At-Risk Amount which doesn't clarify whether that amount is over and above the penalty amount. Wipro ask for LD and Penalty 1. Overall cap on LD (including at-risk amount) to be capped at 10% of contract/PO value - this cap is missing in the RFP 2. Cap on overall LD per annum for Uptime related SLA to be limited to 10% of the cost of support services per annum (RFP says total project cost which also includes one time costs of hardware etc. Such costs should not be used for levying uptime related penalties) 3. LD for implementation /upgrade services - RFP states 1 (one) percent of the incomplete / undelivered portion of the services for every week of delay or part thereof, subject to 5% of the overall contract value during warranty period and 10% of the overall contract value during AMC and ATS period. Bidders is not comfortable with the second part of the statement highlighted in Bold. Request the bank to justify the dame.	Please be guided by the RFP, Bidder to comply with RFP Terms.

360	109	Indemnity and Liability	As per RFP	Indemnity and Limitation of Liability have been used under the same section 56 and looks like being used interchangeably. However they are different. RFP states Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project. Hence we would need clear clarification that both Indemnity and liability will be subject to overall limit of the total cost of the project. Also indirect and consequential damages to be excluded which is an industry standard practice	Please be guided by the RFP, Bidder to comply with RFP Terms.
361		Payment Protection in the event of Termination	As per RFP	Request the bank to confirm that in the event of termination, payment will be made by the Bank upto the extent of services rendered and goods supplied	Please be guided by the RFP, Bidder to comply with RFP Terms.
362	139	Annexure 11- Minimum Resource Deployment Plan	L1 - Database Management (DR) - 9am to 7pm	Request Bank to re-consider shift timing as 9 am to 6 am.	Please be guided by the RFP, Bidder to comply with RFP Terms.
363	27	9.6.1 L1 Service Desk	The support staff in the L1 helpdesk must have a minimum relevant experience of two years each. The Bank reserves its right to replace the L1 staff, in stages or in full, over a period of time with that of its own team or another appoint Provider, in which case bank will discontinue payments in respect of the replaced staff.	Wipro would require a minimum notice of 3 months in case of such replacements. Please confirm	Please be guided by the RFP, Bidder to comply with RFP Terms.
364	27	9.6.1 L1 Service Desk	The Bank reserves the right to increase or decrease the number of seats at L1 helpdesk depending on its requirements at the Bank. The Bank also reserves the right to change the locations of helpdesks at its discretion. The Bidder is expected to quote a per seat rate, which shall be used in case the Bank orders for lesser or more number of seats at the L1 helpdesk.	Wipro assumes that the change in location (if any) will be in the same city for which Wipro would require sufficient notice to enable the same. Change in location of the helpdesk inter-city may not be feasible commercially (due to different wage laws of different locations), thus, the same would need to be done based on mutual agreement between both the parties with minimum notice period of 3 months and may lead to commercial implications. Please confirm	Please be guided by the RFP, Bidder to comply with RFP Terms.
365	30	9.6.2.2 Level 3 (L3) Service desk	Level 3 (L3) Service Desk would need to be provided from the respective OEM premises. This shall be considered under the 24*7 operations support window for the tenure of the Contract.	Wipro would need better understanding over the same. By Level 3 (L3) Service Desk, Wipro understands it as L3 for Domain including database, server and applications. Also, are Wipro resources required to be stationed out of OEM premises or the Wipro resources, which are stationed at Bank premises, need to coordinate with the L3 Service Desk of OEM. Please confirm	Please be guided by the RFP, Bidder to comply with RFP Terms.
366	61	9.6.16 Miscellaneous services	In the event of shifting of office premises by the Bank, Bidder would depute Facility Managers/ engineer(s) for de-installation of all the hardware, coordinate with 3rd party bidders, supervise packing/transportation and installation/ commission of equipment's at new location. No extra cost will be borne by the Bank for the same.	Wipro may take support of additional resources (contractor or core) to accomplish the activity based on the efforts required. Please confirm.	Please be guided by the RFP, Bidder to comply with RFP Terms.
367	61	9.6.16 Miscellaneous services	In the event of shifting of office premises by the Bank, Bidder would depute Facility Managers/ engineer(s) for de-installation of all the hardware, coordinate with 3rd party bidders, supervise packing/transportation and installation/ commission of equipment's at new location. No extra cost will be borne by the Bank for the same.	Please provide the approximate number of shiftings that may be required by the Bank per year	Please be guided by the RFP, Bidder to comply with RFP Terms.

368	70	9.10 Other important points to be noted by the Bidder	All the resources which will be deployed onsite or working on the project mandatorily needs to have a proper background check and Bidder needs to submit the below mentioned to the bank for every resource, and confirm the same every 3 months	Wipro understands that background verification is carried out only once during the tenure of the employee (before his joining) and getting the same done every 3 months will not be feasible. Please confirm	Please refer to below clause in the RFP - <i>All the resources which will be deployed onsite or working on the project mandatorily need to go through a proper background check at the required periodicity. The Bidder needs to submit the below mentioned to the bank for every resource:</i> Please be guided by the RFP, Bidder to comply with RFP Terms.
369	70	9.10 Other important points to be noted by the Bidder	All the resources which will be deployed onsite or working on the project mandatorily needs to have a proper background check and Bidder needs to submit the below mentioned to the bank for every resource, and confirm the same every 3 months	Please confirm the expectation from background police verification of the resource (on what exactly will be required to be done)	Please refer to below clause in the RFP - <i>9.10.18 All the resources which will be deployed onsite or working on the project mandatorily need to go through a proper background check at the required periodicity. The Bidder needs to submit the below mentioned to the bank for every resource:</i> Bidder to comply with RFP Terms.
370		General	Minimum Wage Law	Service Provider undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the Customer wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, Customer will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages.	Please be guided by the RFP, Bidder to comply with RFP Terms.
371	45	9.6.3.10 Security Information and Event management	Bidder needs to do the sizing and inform the bank if any augmentation is required and integrate all critical devices /servers for log management and correlation and maintain the same for the additional devices	Please confirm the availability of Hardware for implementing SIEM Solution.	Please refer to Appendix K, additional details would be shared with the Successful Bidder
372	25 & 23	9.6 . Mobile Banking Version Upgrade 9.2 Upgrade of Oracle version	1. Mobile Banking Version Upgrade 2. Upgrade of Oracle version	Bank to procure and supply hardware in case of minor and major upgrades and provide certificate from ISV / OEM on compatibility and performance on target hardware which bank will provide.	Please be guided by the RFP, Bidder to comply with RFP Terms. It is already clarified that this will be applicable for Minor enhancements/upgrades.
373	25 & 23	9.6 . Mobile Banking Version Upgrade 9.2 Upgrade of Oracle version	1. Mobile Banking Version Upgrade 2. Upgrade of Oracle version	Though it is clarified in pre-bid queries that only minor upgrades are included. However, we suggest bank to mutually decide on what is minor upgrade and what is major upgrade to be consider in scope.	Please be guided by the RFP, Bidder to comply with RFP Terms. It is already clarified that this will be applicable for Minor enhancements/upgrades.

374	145	Annexure 16 Manufacturer's Authorization Form (MAF)	We (Manufacturer/Indian Distributor) also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided by M/sfor all the products quoted for and supplied to the bank during the three year product warranty period. In case this is not considered while quoting and in the event M/s fail in their obligations to provide the upgrades within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and upgrades and any new product releases at the Bank's premises.	Paragraph 3 of the MAF states that we (OEM) will provide the same to the bank at no additional cost to the bank. This is not acceptable by any of the OEMs. Only minor enhancements etc. will be given free of charge by OEMs. Request to modify this in the MAF.	Please be guided by the RFP, Bidder to comply with RFP Terms.
375		clause not present in RFP	The entire advantages and disadvantages arising out of fall and rise in taxes shall be passed on to Bank	Request bank to add this clause.	Please be guided by the RFP, Bidder to comply with RFP Terms.
376		AML	AML Solution	Please provide us details (Email ID) of the SPOC from Intellect for AML solution ATS.	Please refer to Appendix K, additional details would be shared with the Successful Bidder
377	23	9.1	An indicative list of applications to be deployed in near future is as follows, for which the Bidder needs to have the capability of integrating with and supporting the respective application: xxx	Please confirm whether the deployment of listed applications will be on Change request (CR) and bidder can discuss the relevant efforts at the time of implementation of such applications based on finalized OEM, integration capabilities/functionality of Product selected, modules selected by Bank and relevant support period from the date of implementation upto end of existing contract.	Please be guided by the RFP, Bidder to comply with RFP Terms.
378	24	9.4 (1.b)	The Bidder will have to perform a product benchmark at the benchmarking center as identified by the Bidder in the presence of Bank employees and its appointed representatives.	At OEM's benchmarking center, infrastructure is not exact replica as available at Customer's site like Network switches, Storage etc are same as being available at Bank's site. To meet the Benchmarking objective in the real sense, please allow bidder to perform Benchmarking at DR site of Bank, which will be exact replica of production and there will be no dependency on OEM of infrastructure for the same. Bidders can provide a confirmation to Bank that there will be no downtime or impact on availability of applications.	Please be guided by the RFP, Bidder to comply with RFP Terms.
379	26	9.6 (3)	The Bank intends that the contract which is contemplated herein with the Bidder shall be for a period of five years (5 years) from the completion of Transition period and shall cover all Deliverables and Services required to be procured or provided by the Bidder during such period of contract.	Please advise the contract duration for incumbent vendor who doesn't have to go through Transition period.	Refer to Clause No 11, project timelines , Page 83
380	26	9.6 (5)	Application maintenance would include installation, re-installation, troubleshooting, performance tuning, performance monitoring, applications of patches, bug fixing, improvements in presentation and / or functionality and others within a duration mentioned in Service Level Agreement for the extended period.	Performance tuning is an activity that is performed by OEMs of respective applications. Please advise, if bidder has to factor for Performance tuning of which all applications and how many times Bank intends to get the tuning services from those OEMs.	Please be guided by the RFP, Bidder to comply with RFP Terms.
381	115	77	Escrow for 3rd Party applications	Requesting bank to relook at Escrow requirement of 3rd Party applications (other than CBS), which are either Channels or downstream applications (not critical), which are not maintaining customer data at the first level.	Please be guided by the RFP Section 77, Bidder to comply with RFP Terms.
382	115	77	Escrow	Bank to relook at Escrow requirement for CBS, as CBS OEM is existing in many large Indian Banks and many of them aren't having Escrow arrangement.	Please be guided by the RFP Section 77, Bidder to comply with RFP Terms.

383	Annexure K - Page 18 & 19	Details of PKGB/ KGB Projections	Annexure K	Projection for Total Financial transactions per day has been provided in Annexure K , request the bank to provide the projection of total mobile banking transactions per day .	Please refer to Appendix K, additional details would be shared with the Successful Bidder
384	Page 25	Section 9.5 Mobile Banking Version Upgrade	Mobile Banking Version Upgrade	Request the bank to provide the Projection of Mobile Banking Transactions for 5 years for suggesting Hardware Sizing	Please refer to Appendix K, additional details would be shared with the Successful Bidder
385	Page 44	Section 9.6.3.7 Updates/Upgrades/New releases/New versions/Patch Management	The OEM may from time to time release Updates/ Upgrades/New releases/New versions and notify the Bank about the same. The Bidder agrees that all such Updates/minor Upgrades (dot version)/ new minor releases (dot version)/Minor new versions (dot version), as and when released during the term of warranty, AMC and ATS will be implemented without any additional cost to the bank.	The bidders requests the bank to consider only bug fixes and patches. OEMs don't provide Upgrades to newer versions or new releases without cost. For e.g., Oracle doesn't provide Upgrade from 10g to 12 C without cost.	Please be guided by the RFP, Bidder to comply with RFP Terms.
386	14	5 Eligibility Criteria	The Bidder should have Implemented/Managed/supported Finacle Core Banking solution in at least 1(one) scheduled Commercial Bank of India with minimum 200 branches in India.	Request the bank to chmage clause as below: The Bidder should have Implemented/Managed/supported Finacle Core Banking solution in at least 1(one) scheduled Commercial Bank of India with minimum 1000 branches in India. Justification: CBS is the life line of any bank and most critical application running in bank. Usually bank seek proposal from SI who have done similar kind of work (Finacle CBS) in similar sized PSU banks / RRBs. Both RRBs has a network of 1400 branches which will further grow in future, Hence we suggest bank to keep a minimum experience theshhold of 1000 / 750 branches as bank has kept for other non critical applications / Non CBS capability.	Please be guided by the RFP, Bidder to comply with RFP Terms.
387			The Bidder should have Implemented/Managed/supported Finacle Core Banking solution in at least 1(one) scheduled Commercial Bank of India with minimum 200 branches in India.	Change to The Bidder should have Implemented/Managed/supported Finacle Core Banking solution in at least 1(one) scheduled Commercial Bank of India with minimum 1000/750 branches in India. Justification: 1) Till date no banks / PSU / RRBs in Indian agreed to such self declarartion letter to assess the capability and experience of the bidder. Hence we request bank to limit this criteria to customer credential letter. 2) CBS is the life line of any bank and most critical application running in bank. Usually bank seek proposal from SI who have done similar kind of work (Finacle CBS) in similar sized PSU banks / RRBs. Both RRBs has a network of 1400 branches which will further grow in future, Hence we suggest bank to keep a minimum experience theshhold of 1000 / 750 branches as bank has kept for other non critical applications / Non CBS capability.	Please be guided by the RFP, Bidder to comply with RFP Terms.

388	15	5 Eligibility Criteria	13. Must have capability in integrating and supporting other surround applications that the Bank may implement in future like LOS, DMS, Risk management solution, EFRM with Finacle or any leading Core banking solution in India. Self- Declaration on Bidder's letter head	Request bank to change clause from Must have capability in integrating and supporting other surround applications that the Bank may implement in future like LOS, DMS, Risk management solution, EFRM with Finacle or any leading Core banking solution in India. 'Self- Declaration on Bidder's letter head' to: Must have capability in integrating and supporting other surround applications that the Bank may implement in future like LOS, DMS, Risk management solution, EFRM with Finacle or any leading Core banking solution in at least 1(one scheduled Commercial Bank of India with minimum 1000 branches. 'Bidders to submit credential letters from the existing banking clients' Justification: 1) Till date no banks / PSU / RRBs in Indian agreed to such self declarartion letter to assess the capability and experience of the bidder. Hence we request bank to limit this criteria to customer credential letter. 2) CBS is the life line of any bank and most critical application running in bank. Usually bank seek proposal from SI who have done similar kind of work (Finacle CBS) in similar sized PSU banks / RRBs. Both RRBs has a	Please refer to below clause in the RFP - <i>Must have capability in integrating and supporting other surround applications that the Bank may implement in future like LOS, DMS, Risk management solution, EFRM with Finacle or any leading Core banking solution in India.</i> Please be guided by the RFP, Bidder to comply with RFP Terms.
389	52		Also, during the contract period new branches and infrastructure will be added to the Banks' setup so Bidder needs to provide the sizing in totality and bank will procure the required licenses accordingly; however, the implementation and maintenance of the same needs to be done by the Bidder	Requesting the bank to provide guidance on how many devices will be added in each new branch/ATM which will be setup	Please refer to Appendix K, additional details would be shared with the Successful Bidder
390		Appendix K, page nos 18 & 19	Details of PKGB and KGB	Column names for the tables are missing. Requesting the bank to please include the same	Please be guided by the RFP. Appendix K has the details.
391		Appendix K, page nos 18 & 19	Details of PKGB and KGB	For the no of branches/ATMs, there is no mention about the no of devices which are required to be provided. Can you please more details about it	Please refer to Appendix K, additional details would be shared with the Successful Bidder
392		Appendix K	IT Infrastructure checklist	Our understanding is that all the components such servers, applications, middleware, databases, storage, network devices, etc... deployed in the datacenters, branches and ATMs should be monitored via an enterprise EMS-NMS solution. Please clarify	Please refer to Appendix K, additional details would be shared with the Successful Bidder
393		Appendix K	IT Infrastructure checklist	The details of IT infrastructure maintained at all the branches and ATMs are missing. Can you please provide us the same	Please refer to Appendix K, additional details would be shared with the Successful Bidder
394		As per RFP Scope	Dependency of bidders on another competing bidder/Conflict of Interest	The Scope of Work in this RFP involves components which have a dependency on one of the OEMs who is also a prime bidder in this RFP and competing with us. There is an inherent conflict in this arrangement since the other bidders' pricing would depend upon the quote received from the OEM and the OEM is placed in a more commercially competitive position. Due to this, we request the bank to remove those components from this RFP.	Refer to Point 9 of page 16.

395	14	5 Eligibility Criteria	<p>7. The Bidder shall be the authorized partner or OEM of each of the key solutions (Finacle CBS, Mobile Banking, Internet Banking, ALM, AML) implemented / supported / managed. Letter from each solution OEM authorizing the Bidder to participate in the RFP. OR Self Declaration certifying to that effect, signed by CFO / Person Authorized by CFO, along with the seal of the Bidder's company / firm.</p>	<p>Request bank to change from: The Bidder shall be the authorized partner or OEM of each of the key solutions (Finacle CBS, Mobile Banking, Internet Banking, ALM, AML) implemented / supported / managed. Letter from each solution OEM authorizing the Bidder to participate in the RFP. OR Self Declaration certifying to that effect, signed by CFO / Person Authorized by CFO, along with the seal of the Bidder's company / firm.</p> <p>To: The Bidder shall be the authorized partner or OEM of each of the key solutions (Finacle CBS, Mobile Banking, Internet Banking, ALM, AML) implemented / supported / managed. Letter from each solution OEM authorizing the Bidder to participate in the RFP.</p>	Please be guided by the RFP, Bidder to comply with RFP Terms.
396	15	5 Eligibility Criteria	<p>9. The Bidder should have prior experience of managing/supporting IT infrastructure at DC and DRC, including CBS Servers, CBS Storage, Network and Security components in a minimum of 1 scheduled commercial Bank in India with minimum of 750 branches. Relevant Credential letters OR Purchase Order along with Self Declaration certifying to that effect, signed by CFO / Person Authorized by CFO, along with the seal of the Bidder's company / firm.</p>	<p>Request bank to change from: The Bidder should have prior experience of managing/supporting IT infrastructure at DC and DRC, including CBS Servers, CBS Storage, Network and Security components in a minimum of 1 scheduled commercial Bank in India with minimum of 750 branches. Supporting Documents Relevant Credential letters OR Purchase Order along with Self Declaration certifying to that effect, signed by CFO / Person Authorized by CFO, along with the seal of the Bidder's company / firm.</p> <p>To The Bidder should have prior experience of managing/supporting IT infrastructure at DC and DRC, including CBS Servers, CBS Storage, Network and Security components in a minimum of 2 scheduled commercial Bank in India with minimum of 750 branches Supporting Documents. Relevant Credential letters OR Purchase Order along with the bank's confirmation for having executed the PO Justification</p>	Please be guided by the RFP, Bidder to comply with RFP Terms.
397	15	5 Eligibility Criteria	<p>11. The Bidder should have done management of Core Network and Security infrastructure in at least 1 scheduled commercial Bank in India including branch network, with a minimum of 750 branches.</p>	<p>Request bank to change from: The Bidder should have done management of Core Network and Security infrastructure in at least 1 scheduled commercial Bank in India including branch network, with a minimum of 750 branches. Supporting Documents Relevant Credential letters OR Purchase Order along with Self Declaration certifying to that effect, signed by CFO / Person Authorized by CFO, along with the seal of the Bidder's company / firm.</p> <p>To The Bidder should have done management of Core Network and Security infrastructure in at least 2 scheduled commercial Bank in India including branch network, with a minimum of 750 branches. Supporting Documents Relevant Credential letters OR Purchase Order along with the bank's confirmation for having executed the PO. Justification: To maintain the credibility of this eligibility criteria and considering the utmost importance and inviolability of experience, we request bank to limit the supporting</p>	Please be guided by the RFP, Bidder to comply with RFP Terms.

398			<p>12. Must have experience in integration and support of other surround applications that the Bank has currently implemented like AML, ALM, Net Banking, Mobile Banking, FI gateway solution, SFMS with Finacle / any leading Core banking solution in India</p>	<p>Request bank to change from Must have experience in integration and support of other surround applications that the Bank has currently implemented like AML, ALM, Net Banking, Mobile Banking, FI gateway solution, SFMS with Finacle / any leading Core banking solution in India. Supporting Documents Relevant Credential letters OR Purchase Order along with Self Declaration certifying to that effect, signed by CFO / Person Authorized by CFO, along with the seal of the Bidder's company / firm.</p> <p>To Must have experience in integration and support of other surround applications that the Bank has currently implemented like AML, ALM, Net Banking, Mobile Banking, FI gateway solution, SFMS with Finacle / any leading Core banking solution in India. Supporting Documents Relevant Credential letters OR Purchase Order along with the bank's confirmation for having executed the PO</p> <p>Justification To maintain the credibility of this eligibility</p>	Please be guided by the RFP, Bidder to comply with RFP Terms.
399	104	Section 46	<p>Application Cost</p> <ul style="list-style-type: none"> • 60% of the cost, of such software, will be payable on successful delivery of said software • 20% of the cost, of such software, will be payable on successful sign off of UAT by the Bank • 20% of the cost, of such software, will be payable on Successful Go-Live and sign-off by the Bank <p>Hardware Costs (DC and DRC) for all hardware as part of the Solution</p> <ul style="list-style-type: none"> • 70% of the delivered hardware cost would be payable on successful delivery and verification of BoM supplied at DC and DRC respectively • 20% of the delivered hardware cost would be payable on successful installation, commissioning, acceptance and sign off by the Bank of the hardware at DC and DRC respectively. • 10% paid after warranty or submission of bank guarantee of 10% remaining amount and BG time should be covering the remaining warranty period. 	<p>Bidder clarifies whether application, license and hardware are included in the scope of RFP. If yes, Bidder proposes following payment terms: Application cost</p> <ul style="list-style-type: none"> • 100% of the cost, of such software, will be payable on successful delivery of said software <p>Hardware Costs (DC and DRC) for all hardware as part of the Solution</p> <ul style="list-style-type: none"> • 100% of the delivered hardware cost would be payable on successful delivery and verification of BoM supplied at DC and DRC respectively 	Please be guided by the RFP, Bidder to comply with RFP Terms.
400	104	Section 46	<p>Implementation Cost</p> <ul style="list-style-type: none"> • 30% of the cost of such application on requirement gathering and sign off • 40% of the cost, of such application implementation, will be payable on successful implementation with all the functionalities of the said software and acceptance sign-off from the Bank in UAT • 20% of the cost, of such application implementation, will be payable on successful implementation with all the functionalities of the said software and acceptance sign off from the Bank in Production • The balance 10% of the application implementation cost, will be payable on completion of three months from the date of successful implementation and sign-off of the said software. 	<p>Bidder proposes following payment terms: Implementation Cost</p> <ul style="list-style-type: none"> • 30% of the cost of such application on requirement gathering and sign off • 30% of the cost of such application on successful completion of Oracle DB Upgrade and mobile banking upgrade • 20% of the cost, of such application implementation, will be payable on successful implementation with all the functionalities of the said software and acceptance sign-off from the Bank in UAT • 20% of the cost, of such application implementation, will be payable on successful implementation with all the functionalities of the said software and acceptance sign off from the Bank in Production 	Please be guided by the RFP, Bidder to comply with RFP Terms.

401	104	Section 46	<p>Facility Management Cost</p> <ul style="list-style-type: none"> The fees for deploying Service Desk and Facility Management Resources and call center would be payable Quarterly in arrears, at the end of the Quarter, on actuals, as per the bill submitted by the Bidder and on verification of the Bank. Also, the payments for that quarter will be made only after the acceptance of the milestones and relevant activities/deliverables for that quarter. Any delay in achievement of the milestones or deliverables will result in further delay of the payment. 	<p>Bidder proposes following payment terms: Facility Management Cost</p> <ul style="list-style-type: none"> The fees for deploying Service Desk and Facility Management Resources and call center would be payable Monthly in arrears, at the end of the month, on actuals, as per the bill submitted by the Bidder. 	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
402	104	Section 46	<p>Customization Cost</p> <p>All the additional customization as an when requested by the bank will be paid as below</p> <ul style="list-style-type: none"> 40% on successful deployment of functionality in UAT environment with SIT result submitted by the Bidder 40% will be paid after one month of Go live 20% will be paid after three months of Go live 	<p>Bidder proposes following payment terms: Customization Cost</p> <p>100% on completion of Customization and bank sign off on completion of customization delivery</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
403	104	Section 46	<p>AMC & ATS Payment Terms</p> <ul style="list-style-type: none"> AMC - Quarterly in Arrears ATS - Yearly in Advance 	<p>AMC/ATS</p> <p>100% yearly in advance</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
404	72, 102	<p>Section 10.3</p> <p>Section 44, Point 1</p>	<p>LD will be levied for delay, performance and uptimes separately with Cap under each category, with an overall Cap, under all categories put together, per annum.</p> <p>Various LD mentioned category wise with an overall maximum cap as a % of Overall project cost</p>	<p>Bidder proposes to remove individual categorywise cap for LD & it should be overall capped at maximum 5% of affected value and not annual project Cost</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
405	78, 115	<p>Section 10.3</p> <p>Section 75</p>	<p>Various SLA penalties mentioned category wise with an overall maximum cap as a % of total annual cost</p> <p>System Uptime and Support Services:</p> <ul style="list-style-type: none"> Amount not exceeding 10% of the overall project cost per annum. <p>Management, Governance and Reporting related services:</p> <ul style="list-style-type: none"> Management, Governance and Reporting (excluding Transition and Project Initiation) – Amount not exceeding 10% of the estimated quarterly pay-out of the respective quarter The one-time penalty for Project Initiation and Transition closure shall not be subject to the limit specified above <p>Other Services (Installation / Implementation / Upgrade Services) delivered by the Bidder:</p> <ul style="list-style-type: none"> During Warranty - Amount not exceeding 5% of project cost per annum (excluding AMC/ ATS) During AMC/ ATS - Amount not exceeding 10% of the annual charges for various services. 	<p>Bidder proposes to remove individual categorywise cap for SLA penalties & it should be overall capped at maximum 5% of Monthly invoice pay-outs and not Overall project Cost</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
406	104	Section 46	<p>The Banks shall release the payment of each undisputed Invoice raised in accordance with this RFP and subsequent Purchase Order/s within thirty (30) Working Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice accompany the required documents together with evidence of delivery / installation and payable under this RFP and subsequent Purchase Order.</p>	<p>Bidder request that the payments should be made to the Bidder within 30 days from the Bidder's invoice date. Any objection/dispute to be raised by the bank within 15 days from the date of invoice and thereafter payment to be made within 15 days. Any amount not paid by the Bank when due will bear interest at the rate of 18% per annum.</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>

407	104	Section 46	The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.	Bidder requests deletion of this clause	Please be guided by the RFP, Bidder to comply with RFP Terms.
408	100	Section 41, Clause 41.1	The successful Bidder should submit a Security Deposit / Performance Guarantee for 10% value of the contract within 21 Working days from the date of receipt of the order.	PBG has to be 10% ACV and renewed annually for 10% of respective years contract value. PBG shall be submitted within 30 days from the signing of contract.	Please be guided by the RFP, Bidder to comply with RFP Terms.
409	100	Section 41, Clause 41.2	If the Security Deposit / Performance Guarantee is not submitted within the date stipulated above, penalty at 0.50% per week on the cost of the order will be deducted from the delivery payment for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value.	Bidder seeks removal of penalty for nonsubmission of Bank Guarantee	Please be guided by the RFP, Bidder to comply with RFP Terms.
410	101	Section 41, Clause 41.4	Security deposit shall be retained till completion of Contract Period. Similarly bank guarantee should be valid/ extended till completion of Contract period. The guarantee / deposit should also contain a claim period of Six months from the last date of validity.	Bidder requests claim period of 1 month	Please be guided by the RFP, Bidder to comply with RFP Terms.
411	101	Section 41, Clause 41.6 Section 44, below Point 3	<p>The security deposit / bank guarantee will be returned to the vendor on completion of Contract period of Five years.</p> <p>> The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected Bidder fails to complete his obligations under the contract. The Bank shall notify the selected Bidder in writing before invoking the Bank guarantee.</p> <p>Bank may foreclose the bank guarantee without any notice. In the event of Bank agreeing to extend the date of delivery at the request of Successful Bidder(s), it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In case of such an event, Bank, however, reserves its right to foreclose the bank guarantee.</p>	PBG can be invoked only in case of material breach & cure period of 30 days required before invoking PBG as per Clause 44 on page 102	The notice period would be for 1 month.
412	106	Clause 47	After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the bank will provide 30 days cure period to the Bidder however the Bank reserves the right to get the balance contract executed by another party of its choice if selected Bidder does not perform satisfactorily at the end of 30 days cure period. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract. This clause is applicable if for any reason the contract is cancelled.	<p>Termination by bank can be done only in case of material breach by Bidder</p> <p>In case of non-payment of invoice by bank as per the agreed payment terms, Bidder has the right to terminate the contract after giving 30 days notice.</p>	Please be guided by the RFP, Bidder to comply with RFP Terms.

413	106	Clause 47	<p>The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances:</p> <ol style="list-style-type: none"> 1. The selected Bidder commits a breach of any of the terms and conditions of the contract. 2. The Bidder goes in to liquidation voluntarily or otherwise. 3. An attachment is levied or continues to be levied for 7 days upon effects of the bid. 4. The progress regarding execution of the contract by the Bidder is unsatisfactory. 5. Deduction on account of penalties exceeds 5% of the total contract price during warranty period and 10% of the total contract price during AMC / ATS period.. 	Bidder request deletion of refund clause(recovery of expenditure) in case of termination due to default.	Please be guided by the RFP, Bidder to comply with RFP Terms.
414	- Page 04	Bill of Material :- AMC, ATS other Cost	AMC/ ATS - Inclusion - Costs - TCO - for IBM Components	During the last round of submission of Bids and the current structure/ scope of the RFP, we are given to understand that IBM participated as a Prime Bidder in the RFP. In such a scenario, we would request the Bank to exclude the AMC/ ATS costs for IBM Hardware and Software OEM components, in the event of IBM being a Prime Bidder as per CVC guidelines on such a vendor being both a Prime as well as an OEM.	Please be guided by the RFP, Bidder to comply with RFP Terms.
415	103 and 106	44.1 and 47	<p>Set off The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the Bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from Bidder or from any other amount payable to the Bidder in respect of other Orders levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.</p> <p>The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and / or invoking Bank Guarantee, if any, under this contract or any other contract /order.</p>	<p>We propose that the set off provisions pertaining to this section should be deleted.</p> <p>DXC is not able to allow for set offs from other orders or contracts. If Client's concern is to ensure it recovers sums due, DXC would prefer a clause stating that Client may recover from DXC any amount owing from this contract.</p>	Please be guided by the RFP, Bidder to comply with RFP Terms.
416	106	47	<p>Risk Purchase: After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the bank will provide 30 days cure period to the Bidder however the Bank reserves the right to get the balance contract executed by another party of its choice if selected Bidder does not perform satisfactorily at the end of 30 days cure period. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract. This clause is applicable if for any reason the contract is cancelled.</p>	We submit that risk purchase provisions stipulated in the referenced clauses should be invoked only if the bidder fails to rectify the breach even after the notice and cure period provided by Client (requested at least 45 days); and the risk purchase is limited to incremental costs not more than 10% of the value of delayed/defaulted deliverables.	Please be guided by the RFP, Bidder to comply with RFP Terms.

417	106	47	<p>Order Cancellation / Termination The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances:</p> <p>1. The selected Bidder commits a breach of any of the terms and conditions of the contract.</p> <p>4. The progress regarding execution of the contract by the Bidder is unsatisfactory.</p>	<p>We submit that termination for default should be invoked for serious and material breaches and not for minor breaches/delays. Hence we propose for redefining this clause to mention only such specific material events.</p> <p>Again the term "unsatisfactory progress" is too onerous and wide, request mention specific milestones defining expected progress.</p> <p>As stated above we submit that adequate notice and cure period of not less than 45 days should be provided by either party to the other to cure the breach.</p> <p>We submit that the following provision to be included in contract: In the event Bidder is not paid undisputed invoices even after the payment due date, the Bidder should have the right to suspend the services and/or terminate the contract upon written notice to the Bank. Any amount not paid by the Bank when due will bear interest at the rate of 18% per annum.</p>	Please be guided by the RFP, Bidder to comply with RFP Terms.
418	107	50	<p>Warranty</p> <p>The Bidder shall grant an irrevocable perpetual license to the Bank to use the software.</p>	<p>We submit that the hardware warranty would start from the date of delivery of hardware.</p> <p>Also all the warranties for products would be as per OEM policies and bidder would pass-on to the bank.</p>	Please be guided by the RFP, Bidder to comply with RFP Terms.
419	109	56.1 and 56.2	<p>Indemnity</p> <p>The Bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:</p> <ul style="list-style-type: none"> The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Bidder; Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder; <p>Further, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Servers & System Software supplied by them.</p> <p>• All indemnities shall survive</p>	<p>1. We propose indemnity requirement for violation of national/international laws be deleted. DXC shall adhere to laws irrespective of any contractual obligation.</p> <p>2. We propose indemnity requirement for violation of third party claims for IP infringement only. For third party IPR infringement standard indemnity that is offered by third party branded OEM manufacturers and licensors will be directly available to the Customer.</p> <p>3. We also propose indemnity shall be subject to notifying the bidder within 5 days of notice of claim and providing bidder with charge of defense.</p> <p>Exclusions: We submit that the following exclusions should be included in the contract: Bidder has no obligation for any claim of infringement to the extent arising from: (i) any third party materials; (ii) Bidder's compliance with or use of Bank's information, technology, designs, specifications or instructions, including those incorporated into any Statement of Work or deliverable; (iii) modification of the deliverables by Bank or a third party; (iv) use of the deliverables in a way not indicated in</p>	Please be guided by the RFP, Bidder to comply with RFP Terms.
420	109	56.3	<p>Limitation of Liability</p> <p>Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.</p>	<p>We propose that the aggregate liability mentioned herein should be limited to annual contract value.</p> <p>We also propose addition of the following "Under no circumstances will either Party be liable for any incidental, indirect, special, or consequential costs or damages; downtime costs; lost business, revenues, goodwill or profits; failure to realize expected savings; loss or unavailability of or damage to data; or software restoration, even if such party has been advised of the possibility of such damages.</p>	Please be guided by the RFP, Bidder to comply with RFP Terms.
421	112	66	<p>Negligence</p>	<p>The Term Negligence is too onerous. We propose deletion of this clause in entirety.</p>	Please be guided by the RFP, Bidder to comply with RFP Terms.

422	116	77	Escrow	We propose that the provisions pertaining to escrow should be deleted as Third parties providing softwares may not agree to escrow source code of their product.	Adhere to RFP terms .
423	Page 78	Clause : Project Initiation	The Successful Bidder is expected submit the Transition plan within 7 days from the effective date mentioned in the PO	Bidder request Bank's to change the statement as below The Successful Bidder is expected submit the Transition plan within 2 weeks from the project kick off with Bank.	Please be guided by the RFP, Bidder to comply with RFP Terms.
424	Page 78	Clause : Project Initiation	The vendor is expected to finish the transition as per transition timeline and scope mentioned in the RFP The associated penalty is (five) percent of Transition cost for every week of delay or part thereof.	Bidder proposes the bank to discuss and agree on different penalties associated with different SLA during Contracting.	Please be guided by the RFP, Bidder to comply with RFP Terms.
425	Page 30	Section 9.6.23 Point 3	Bidder has to start L1 support after the completion of transition. As of now L1 team is having 500 call flow and 100 inward mail flows on daily basis.	Bidder request the bank to provide the following call detail break ups from the existing systems 1. Item wise break up of L1, L2 and L3 calls logged during the last 1 year 2. Severity wise break up of calls (severity 1, 2,3 and 4) 3. Application wise break up of calls at L1, L2 , L3 level 4. Average number of monthly problem management related calls 5. Average number of Severity 1(critical calls) logged. 6. Average number of monthly enhancement requests Would request bank to give the incoming call data dump for last 1 year	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
426	Page 58	9.6.10.3	Bidder need to ensure that UAT and Training environment need to be in sync with Production environment in terms of master data and sources. All the customization / enhancement / products / parameter change needs to be applied in these environment on periodic basis which should not be greater than 1 month.	Bidder request bank to provide the list of CBS and other customization and custom reports, number of scripts and details available in the existing environment	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
427	Page 62	9.7.1	Bidder needs to note that Bidder has to extend his full support and coordination during implementation of any new systems and also needs to do minor customizations (if required) and interface building.	While bidder will extend full support to any existing and new system integration with minor changes, bidder proposes interface development of any new systems to be taken up separately through a CR process after proper impact analysis.	Please be guided by the RFP, Bidder to comply with RFP Terms. It is already clarified that this will be applicable for Minor enhancements/upgrades.
428	Page 72	Section Uptime (Monthly): Points 1-8	Monthly Uptime table provided	Bidder request bank to provide the SLA report containing uptime for last 6 months	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
429	Page 72	Section Uptime (Monthly): Points 5	Monthly Uptime of Other Applications and associated Hardware/ Software	Bidder request bank to provide the application wise uptime report of different applications for last 6 months	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
430	Page 99	36.1	If the Bidder is offering solutions / products from other bidders / principals, as required in this RFP, they shall detail the responsibilities of the parties involved and submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The Bidder must specify all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software which are relevant to this RFP.	Proving the letter of undertaking from competing bidder will be subjected to the willingness of the competing bidder to issue such letter. Hence we proposes bank to drop the requirement of getting letter of understanding from competing bidder.	Please be guided by the RFP, Bidder to comply with RFP Terms.
431	Page 30	Section 9.6.2.2 Point no 1	Level 3 (L3) Service Desk would need to be provided from the respective OEM premises. This shall be considered under the 24*7 operations support window for the tenure of the Contract.	Bidder request bank to consider the Level 3 service desk to be operational during bank business hours or subjected to the availability of 24X7 support services by respective OEM.	Please be guided by the RFP, Bidder to comply with RFP Terms.

432	Page 69	9.9.6	Note: If bank shifts any of the sites mentioned above (DC/DR/NDR/HO/RO) to a new location, the successful Bidder shall provide respective services from the new location.	Bidder request any location shift to be handled through CR after impact analysis and mutually agreed timeline. Bank to confirm	Please be guided by the RFP, Bidder to comply with RFP Terms.
433	Page 25	Section 9.5	Mobile Banking Version Upgrade	Projection for Total Financial transactions per day has been provided in Annexure K during the previous iteration of RFP process. However request the bank to provide the projection of total mobile banking transactions per day.	Please refer to Appendix K, additional details would be shared with the Successful Bidder
434	Page 25	Section 9.5	Mobile Banking Version Upgrade	Request the bank to provide the estimated Projection of Mobile Banking Transactions for 5 years for suggesting Hardware Sizing	Please refer to Appendix K, additional details would be shared with the Successful Bidder
435	119	Annexure 1- Checklist - Other Clauses	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials). Erasures / Overwriting / Cutting / Corrections authenticated Certification/ Undertaking is authenticated?	This being voluminous response submission request to allow initials on pages and full signature on declarations / letter.	Please be guided by the RFP, Bidder to comply with RFP Terms.
436	70	9.10 Other important points to be noted by the Bidder	All Facility Management engineers deployed other than L1 resources should be on the payroll of the Bidder/OEM and should not deploy Franchise engineers. L1 resources can be on the payroll of the Bidder/OEM/ consortium partner. Bidder should sign back to back agreement /MOU with the consortium partner, which will be valid for contract duration. This should be provided as part of the proposal.	We request following: Some L2 resource can also be on the payroll of Partner Since bidder will own the complete R&R of the resources request to remove the clause of MOU with partner.	Please be guided by the RFP, Bidder to comply with RFP Terms.
437	Page 24	9.4	Benchmarking	Request Bank to allow the Benchmarking at Banks existing DRC using the existing Hardware	Please be guided by the RFP, Bidder to comply with RFP Terms.
438	Page 46	9.6.4.1	Overall maintenance of each and every equipment procured/installed under Banks' WAN network project, IP Telephony infrastructure, other Hardware etc	Please provide list of IP Telephony infrastructure to be supported and maintained	Please refer to Appendix K, additional details would be shared with the Successful Bidder
439			SLA Penalty and Cap	Request bank to relook and reduce the SLA Penalty and Cap on Penalty	Please be guided by the RFP, Bidder to comply with RFP Terms.
440	Annexure 20 Pg2	Annexure 20 Pg2	Table	We assume that this table is for specifying the man power count to be deployed by the bidder at Bank DC/DR. Request the bank to clarify.	Tab f. FM - manpower Please be guided by the RFP, Bidder to comply with RFP Terms.
441	Annexure 20 Pg3	Annexure 20 Pg3	Bill Of material :- FM Manpower Cost	We believe that the last but 1 column on "Total Amt (INR) = a x b x c" is a typo and needs to be deleted. Request the bank to clarify.	Refer Annex 20
442	Annexure 20 Pg3	Annexure 20 Pg3	Bill Of material :- FM Manpower Cost	We believe that the last column "Total Amount (5 years) (INR)" is the sum of all the individual years "Total Amt (INR) = a x b x c". Request the bank to clarify.	Yes , Please be guided by the RFP , Bidder to comply with RFP terms.
443	Annexure 20 Pg4	Annexure 20 Pg4	Bill of Material :- AMC, ATS other Cost	We assume that this the bidder is expected to carry on the AMC only and not provide the HW/SW per se. Request the bank to clarify.	Please be guided by the RFP, Bidder to comply with RFP Terms.
444	Annexure 20	Annexure 20	General	Request the bank to clarify the methodology for calculation of TCO for this RFP. i.e. is it the grand total for the FM manpower table and the AMC table.	Please be guided by table in page 102 of RFP
445	Page 83	Page 83	Timelines	Request the bank to share the timelines for Mobile banking upgrade as it is not specifically mentioned the RFP. Request the bank to consider atleast 16weeks for data migration and upgradation of mobile banking app.	Please be guided by the RFP, Bidder to comply with RFP Terms , additional details would be shared with the Successful Bidder
446	130	Annexure 9- Technical Bid Covering Letter Format	d. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation / assumption / exclusion in filing our response to the RFP & scope and that the Bank will have the right to disqualify us in case of any such deviations / assumption / exclusion.	This being a fairly large and complex opportunity we request Bank to allow deviations that can be further discussed during contracting stage.	Please be guided by the RFP, Bidder to comply with RFP Terms.

447	14	Section 5 Point 8	<p>he bidder should have Implemented/Managed/Supported Finacle Core Banking Solution in atleast 1(One) scheduled commercial Bank in India with minimum 200 Branches in India</p>	<p>Pragathi Krishna Gramin Bank and Kerala Gramin Bank collectively have about 1400+ Branches on Finacle Core Banking. Given the same, the Bank should only consider Core Banking Vendors with Finacle Implementation and Support capabilities across scheduled Commercial Banks in India over + 750 Branches. The Bidder therefore asks for the Eligibility Criterion to be changed to " The bidder should have Implemented/Managed/Supported Finacle Core Banking Solution in atleast 1(One) scheduled commercial Bank in India with minimum 750 Branches in India". This is to ensure that Bank solicits bids from Bidders with Finacle capabilities to support such a large network of Branches as set forth in the RFP. We draw the Bank's attention to the fact that for surround Non CBS Applications and for L1 Support, the Bank has set forth a threshold of 750 Branches and for Core Banking Application which is the lifeblood of the Bank, this threshold has been diluted significantly. We would request the Bank to therefore change the criterion to 750 branches.</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>
448	Page 02	Bill of Material :-	<p>Benchmarking</p>	<p>Please note that Bidder has been asked to propose benchmarking cost for which bidder will need to approach IBM who to our understanding is also a prime bidder. This will put us in a disadvantage commercially and is an inherent conflict in the RFP. Hence, request Bank to remove this requirement and work on it with IBM directly outside of this RFP.</p>	<p>Please be guided by the RFP, Bidder to comply with RFP Terms.</p>