

Important Dates:

#	Particulars	Timelines
4	Last Date of Submission of RFP Response (Closing Date)	03:00 PM on 10th March, 2023 Mode: Online URL: https://www.tenderwizard.com/BOB
5	Eligibility Cum Technical Bid Opening Date	3:30 PM on 10th March, 2023 Mode: Online URL: https://www.tenderwizard.com/BOB

Clause in RFP:

Sr No.	Clause in RFP	Clarifications/ Changes made
1	Annexure 2: Evaluation Terms 1.A Eligibility Bid Evaluation B. Financial 1. Must have registered average annual turnover of 50 Crore or above (Rs 15 Crore for MSE) during the last three completed financial 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies). *If financial statement for 2021-22 is unaudited, Bidder can submit audited financial statements of 2018-19, 2019-20 & 2020-21 along with letter of undertaking that FY 2021-22 statement is not audited.	Annexure 2: Evaluation Terms 1.A Eligibility Bid Evaluation B. Financial 1. Must have registered average annual turnover of 40 Crore or above (Rs 5 Crore for MSE) during the last three completed financial 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies). *If financial statement for 2021-22 is unaudited, Bidder can submit audited financial statements of 2018-19, 2019-20 & 2020-21 along with letter of undertaking that FY 2021-22 statement is not audited.
2	Annexure 2: Evaluation Terms 1.A Eligibility Bid Evaluation C. Experience & Support Infrastructure 3. Bidder should have direct support office in Mumbai	Annexure 2: Evaluation Terms 1.A Eligibility Bid Evaluation C. Experience & Support Infrastructure 3. Bidder should have direct support office in Mumbai. In case direct support office of the bidder is not present in Mumbai then an undertaking to be provided by the Bidder stating that direct support would be provided by the bidder at Mumbai whenever desired by the Bank.
3	Annexure 2: Evaluation Terms 1.A Eligibility Bid Evaluation C. Experience & Support Infrastructure 2. Bidder should have supplied, implemented and maintained the proposed data aggregation and analytics services in at least 2 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 2 Years (as on RFP date).	Annexure 2: Evaluation Terms 1.A Eligibility Bid Evaluation C. Experience & Support Infrastructure 2. Bidder should have supplied, implemented and maintained the proposed data aggregation and analytics services in at least 2 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India/ Global in past 2 Years (as on RFP date).
4	Annexure 12 – Masked Commercial Bid	Clause deleted

Sr No.	Clause in RFP	Clarifications/ Changes made
	C. If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.	
5	Annexure 13 - Commercial Bid C. If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.	Clause deleted
6	Annexure 19 - Information/Cyber-Security Measures/Controls for selected SP	Annexure Deleted

Addendum to the following Annexures:

- Annexure 18 - Declaration/ undertaking from bidder to comply with the Information and cyber security controls**

Clarification of Pre-bid queries is enclosed as part this Addendum as per 'Annexure A'

All other Terms & Conditions are same as per our RFP no. BCC:IT:PROC:115:02 Dated 13th February 2023 for Request for Proposal for Selection of Service Provider for Data Aggregation and Analytics Services for Loan Processing application

Annexure 18 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To
Chief General Manager (IT)
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal (RFP) for Selection of Service Provider for Data Aggregation and Analytics Services for Loan Processing application.

Further to our proposal dated, in response to the Request for Proposal..... (Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with the Information and cyber security controls as per Bank's and Regulatory Authorities IT Security Guidelines on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

We ensure that outsourced critical IT services are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank

We abide with all clauses of Bank's Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

सूचना प्रौद्योगिकी विभाग, बीसीसी, मुंबई

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Information Technology Dept., BCC, Mumbai

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Annexure A
Pre Bid Replies

Sr. No.	Point / Section #	Category(Eligibility/ Scope/Commercial/Legal/General)	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Clarifications to the bidder query
1	2.3	Scope	The detail scope of work is mentioned in the annexure 10. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract.	We seek clarity as to the following points: a. as the Bank reserves right to change the scope of work, please suggest if Bank will accommodate the change in fees if required only if there is change in scope.	No Change
2	3	General	The Bank will have the right to renegotiate these prices at the end of the contract period and Bank can extend the contract for further 1 or 2 years as per bank's requirement.	Request Bank to agree that the contract must be mutually extended.	No Change
3	11.3	Commercial	After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract	We request that such costs be capped to 5% of the amounts payable by the bank for the undelivered portion of the goods/services.	No Change
4	19.31	General	All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.	If Bidder is required to travel outside Mumbai the costs for the same and OPE is requested be paid for as per actuals.	No Change
5	A. Eligibility Bid Evaluation B. Financial Pt.1	Eligibility	Must have registered average annual turnover of 50 Crore or above (Rs 15 Crore for MSE) during the last three completed financial 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies).	Request to lower the turnover criteria	Published as part of Addendum 1
6	A. Eligibility Bid Evaluation B. Financial Pt.2	Eligibility	Must be Net profit-making entity continuously for the last three completed financial years – 2019-20, 2020-21 and 2021-22*. OR The net worth of the bidder should be positive as on last financials date and should not have eroded by more than 30% in the last three years.	It is requested to kindly clarify if 1. either of the clause to be satisfied or both clause to be considered. 2. If both clause to be considered , it is requested to kindly restrict the "Net profit making entity continuously for last three completed financial years " to One year for Start up and MSMEs. 3. Kindly clarify on the network clause if the network of the bidder is to be positive for last financial year only or last three financial years.	No Change

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7	A. Eligibility Bid Evaluation C. Experience & Support	Eligibility	Bidder shall be in business for providing data aggregation and analytics services for Banking company in India since last 2 years (from RFP date).	OEM/OSD/Bidder shall be in business for providing data aggregation/Data Analytics/Data Management / APIM services for Banking company/Financial Institutions/ PSU/ Govt. Organization in India / Global since last 5 years (from RFP date).	No Change
8	A. Eligibility Bid Evaluation C. Experience & Support Infrastructure Pt.2	Eligibility	Bidder should have supplied, implemented and maintained the proposed data aggregation and analytics services in at least 2 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 2 Years (as on RFP date).	OEM/OSD/Bidder should have supplied, implemented and maintained the similar/proposed data aggregation/Data Analytics/Data Management / APIM services in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India /Global in past 5 Years (as on RFP date). Please confirm to submit global experience for Data and Analytics Services?	Published as part of Addendum 1
9	A. Eligibility Bid Evaluation C. Experience & Support Infrastructure Pt.3	Eligibility	Bidder should have direct support office in Mumbai	Request bank to revise the clause as: Bidder should have direct support office in Mumbai or Pune	Published as part of Addendum 1
10	Annexure 01	General	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Request Bank to confirm that authorizing BR is acceptable as a certification from the company about authorized signatory.	No Change
11	Annexure 02 2. Commercial Bids	Commercial	Evaluation will be done on basis of TCO of each line wise requirement and L1 shall be decided accordingly for each line item.	The Bank is expecting to select and award multiple vendors who are L1 in each line item, is the understanding correct?	L1 may be separate for each line item
12	Annexure 02 2. Commercial Bids Terms	Commercial	In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost	Request bank to drop the clause since L1 will be decided each line item-wise	Clause deleted
13	Annexure 2 - 2. k.	Commercial	Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank.	Request Bank to drop the clause as it is open ended requirement of the vendor without compensation	No Change

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14	Annexure 10 Implementation/Inte gration	General	<p>The solution and its integration with Bank's Systems including all desired customization for the Bank must be implemented as per project scope within a period of 4 Weeks in totality from the date of the purchase order by the Bank.</p> <p>In case the deadlines are not met then the vendor will have to pay penalty to Bank of Baroda @ 1% of implementation / Integration cost inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5%. If delay exceeds two weeks from due date of implementation, Bank of Baroda reserves the right to cancel the entire order.</p>	<p>4 weeks implementation period mentioned appears to be very short. Is it for Go Live or UAT. Also, is it for all processes or any one of the process</p> <p>Bidder request clarification that penalty capped of 5% implementation / Integration cost inclusive of all taxes, duties, levies etc. doesn't includes GST.</p> <p>It is requested to kindly clarify if the solution would be deployed on Private cloud platofrm/Bank on premises/Hybrid or to be proposed by the bidder</p>	No Change
15	Annexure 10 Payment Terms	General	<p>b) One Time Implementation & Integration Cost</p> <ol style="list-style-type: none"> 1. 50% of Implementation & Integration Cost plus applicable tax after UAT Sign off in the form of Acceptance Test which should be signed by both Bank's identified Project Manager & vendor representative. 2. 30% of Implementation & Integration Cost plus applicable tax after go-live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Banks identified Project Manager & vendor representative. 3. 20% of Implementation & Integration Cost plus applicable tax after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative 	<p>Request bank to define Go-live and Go-Live Closure</p> <p>After how many days of Go Live, is Go Live closure done?</p>	No Change
16	Annexure 10 Payment Terms	General	<p>The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders 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. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the bidder in the price bid against such activity / item.</p>	<p>We suggest the below edits:</p> <p>The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.</p>	No Change
17	Annexure 10 Payment Terms	General	<p>There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder.</p>	<p>We request bank remove the clause since it is multi-year contract and the data source prices are not in service provider's control. Alternatively bank can leverage existing contract with data aggregators or have independent contracts with them.</p>	No Change

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18	Annexure 10 Right to Alter Quantities	General	The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities	Bidder request that quantities indicated in commercial bid to be given by the Bank as minimum commit. Also, in case the unit consumed/utilised is over and above minimum commit the prices will be mutual agreed between bidder and Bank.	No Change
19	Annexure 10 Incidental Services	General	Incidental Services - The Bidder shall provide all the services as specified in the tender document, particularly the Project Overview and Technical Summary. The price for performing the required incidental services shall be deemed to be included in the Contract Price.	We request you to please provide a clarification on the "Incidental Services"	Please refer to the RFP Document
20	Annexure 02	Scope	As referred in A. Eligibility Bid Evaluation Page 30 the technical evaluation "The technical bids of only those bidders who qualify the above-mentioned eligibility criteria will be evaluated. The Technical Proposal will be evaluated for technical suitability as per Annexure 10"	It is requested to kindly share the scoring methodology for scoring in technical evaluation.	Bidder has to comply with Technical requirements specified in the RFP
21	Annexure 10 For all new developments	Commercial	The vendor shall undertake to provide appropriate on-site resource as well as other resources required as per Bank's requirement, to execute the various tasks assigned as part of the project, from time to time.	We request the Bank to seek the cost of onsite resources and any other resources separately in the Commercial Bid format in Annexure 13. At present, there is no such provision. This will help bring more transparency	No Change
22	Annexure 13-Commercial Bid	Commercial	Note! Indicative quantities only for arriving at TCO. Actual quantities will vary and will be invoiced as per actual utilisation.	Bidder request that quantities indicated in commercial bid to be given by the Bank as minimum commitment.	No Change
23	Annexure 11 Service Levels	Commercial	The SLA charges will be subject to an overall cap of 10% of the total cost of all entities for respective Month and thereafter, Bank has the discretion to cancel the contract.	The SLA charges will be subject to an overall cap of 5% of the total cost of all entities for respective Month.	No Change
24	Annexure 11 Service Levels	Commercial	Penalties: A >= 99.5% - No penalty 99.5% > A >= 99.0% - 2% of total cost 99.0% > A >= 98.5% - 5% of total cost A < 98.5%, Penalty at an incremental rate of 1% (in addition to a base of 5%) of total cost of all entities for respective Month for every 0.1% lower than the stipulated uptime	We request the Bank to consider no penalties during the first 3 months of the project to allow the system to stabilize. We also request Bank to consider reducing the penalties to the following: A >= 99% - No penalty 99.00% > A >= 98.0% - 2% of total cost 98.0% > A >= 97.0% - 3% of total cost A < 97.0%, Penalty at an incremental rate of 0.5% (in addition to a base of 3%) of total cost of all entities for respective Month for every 0.1% lower than the stipulated uptime We request the Bank to consider no penalties during the first 3 months of the project to allow the system to stabilize.	No Change

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25	Annexure 16, Clause 13 Set Off	General	Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.	We understand that the set off shall be limited to penalties and shall be set off against any invoices under this project only. We suggest deletion of this provision as its arbitrary in nature.	No Change
26	11. Termination	Legal	Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.	We request the Bank to modify this clause since the Bidder will be committing significant resources for this project and would need financial certainty for this contract. In case the Bank would like to terminate due to convenience, it should pay the remaining payable amount as per the TCO for the remaining period of the contract.	No Change

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27	Annexure 16 SINGLE POINT OF CONTACT & DIRECT SUPPORT	General	(Please incorporate following details – Name, designation, address, email address, telephone /mobile No... Escalation matrix for support should also be provided with full details.	What are the levels of escalations required ?	To be provided by the bidder as per the existing escalation matrix of the organization
28	New Clause	General		What is the Project Budget ?	it is a open RFP please be guided by the terms and conditions of RFP
29	Annexure 16 - Service Level and Non-Disclosure Agreement format:- Clause 15 "Confidentiality"	Legal	"The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank."	We respectfully request to consider adding a term stating how long would the confidentiality obligation will last or will be in effect, post expiry or termination of the Agreement. In accordance with subclause "d" and "e" under clause 15 "Confidentiality", The Service Provider will certify after returning the confidential information. This certification, which would be accepted by the bank, would serve as conclusive evidence that the Service Provider has destroyed or returned all confidential information and does not possess any more of it. Further, there is always a statute of limitations and a record-keeping period. Acceptance of this portion, will have a never-ending obligation on the Service Provider, which will result in never ending liability as well.	No Change
30	6.2	Legal	In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.	Before a PBG is invoked, the parties must follow a dispute resolution mechanism to resolve the issue and PBG should be invoked only if Bidder is proved to be in a breach.	No Change
31	11.2	Legal	At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.	In case of a breach bidder must be provided an opportunity to cure the breach and only after resorting to a dispute resolution mechanism when bidder is proven to have made any breach, should BoB invoke any PBG.	No Change
32	11.3	Legal	After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract	BoB has already retained a right to revoke the EMD and PBG amount if the Bidder fails to perform the contract. Thus, this provision becomes a additional liability and request deletion.	No Change

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33	19.9	Legal	Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document	Will an opportunity to negotiate the terms be provided?	No Change
34	19.11	Legal	The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.	Request Bank to to provide opportunity to bidder to revise the terms to make them more relevant for the engagement.	No Change

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35	19/20	Legal	<p>The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.</p>	<p>Provision of inherent or customary services may attract additional costs and thus this terminology is requested to be deleted.</p> <p>The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. .</p>	No Change
36	Annexure 15	Legal	<p>Section 4 - Compensation for Damages</p> <p>1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.</p> <p>2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section the BOB shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.</p>	<p>We suggest deleting the provision for liquidated damages. Bidder's liability should be limited to contract value – however, this should not be termed as liquidated damages.</p> <p>Bidder should be held liable only when the breach is proven through the dispute resolution mechanism.</p>	No Change
37	Annexure 16	Legal	<p>3. SCOPE OF SERVICE</p> <p>The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.</p>	<p>Request Bank to confirm that any change in scope of service must provide an opportunity to revise the fees as necessary.</p>	No Change
38	Annexure 16	Legal	<p>14. COVENANTS OF THE SERVICE PROVIDER The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.</p>	<p>We suggest the below change as Bidder cannot restrict any employee's career avenues.</p> <p>14. COVENANTS OF THE SERVICE PROVIDER The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services.</p>	No Change

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39	Annexure 16	Legal	<p>INDEMNITY The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:..... The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.</p>	<p>The indemnity sought by Bank is wide. As Bank has ample of remedies available such as claim for damages, SLAs, warranties, termination rights etc. We suggest deletion of this indemnity clause.</p> <p>We submit replacing the current language with the following: "The Indemnifying Party ("Bidder") shall defend (settle and/or pay damages awarded by the court) the Indemnified Party against any third party claims arising from the following: a. Claims for loss or damage to third party tangible property; b. claim by any person in respect of bodily injury or death; c. claims by any third party in respect of any IP infringement; brought against or recovered from Indemnified Party by reasons of any act or omission of the Indemnifying Party , his agents or employees in the performance of the contractual obligation."</p>	No Change
40	Annexure 16	Legal	<p>17. PROPERTY RIGHTS Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work. Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws. Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.</p>	<p>What Joint IP does the Bank foresees to get created under this engagement? Please confirm. We suggest the deletion of joint IP provision.</p> <p>We submit that no transfer of ownership of any intellectual property will occur. Customer grants to us a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for us and our designees to perform the ordered services. If deliverables are created by us specifically for Customer and identified as such, we grant to the Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.</p>	No Change

41	Annexure 16	Legal	<p>19. TERMINATION In following events Bank shall terminate this assignment or cancel any particular order if service provider: Breaches any of its obligations set forth in this agreement and such breach is not cured within 15) Working Days after Bank gives written notice; or</p> <p>Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing.</p>	<p>We request that a cure period of at least 30 days be provided prior to termination. Further, we request that the risk purchase be capped at 10% of the amounts payable for the undelivered portion of the goods/services.</p> <p>Request Bank for following edit In following events Bank shall terminate this assignment or cancel any particular order if service provider: Breaches any of its obligations set forth in this agreement and such breach is not cured within 15) Working Days after Bank gives written notice; or</p> <ul style="list-style-type: none"> <input type="checkbox"/> Failure by Service Provider to provide Bank, within 15) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or <input type="checkbox"/> <p>Further Bank may terminate this agreement on happening of following events:</p> <ul style="list-style-type: none"> <input type="checkbox"/> A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days; <input type="checkbox"/> The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation. <input type="checkbox"/> The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise <input type="checkbox"/> An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement. <input type="checkbox"/> The Service Provider becomes the subject of a court order for its winding up. 	No Change
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42	Annexure 16	Legal	<p>Effect of termination</p> <p>If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.</p> <p>Immediately upon the date of expiration or termination of the Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.</p> <p>Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;</p> <p>Upon the termination or expiry of this Agreement:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The rights granted to Service Provider shall immediately terminate. <input type="checkbox"/> Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties. <input type="checkbox"/> Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated. 	<p>Bidder request to add that at the time to termination Bank has to pay one contract termination fee to the service provider. The calculation of which will be agreed upon at the time of contracting between the successful bidder and bank.</p> <p>Request Bank for following edit</p> <p>If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice at its own costs.</p> <p>Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the effective date of termination;</p> <p>Upon the termination or expiry of this Agreement:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The rights granted to Service Provider shall immediately terminate. <input type="checkbox"/> Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties. <input type="checkbox"/> Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated. 	No Change
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43	Annexure 16	Legal	<p>22. AUDIT</p> <p>All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.</p> <p>The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.</p>	<p>Request Bank for following edit</p> <p>All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data, provided Bank provides a minimum of seven (7) days prior written notice to Service Provider. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract pertaining Service Provider's security systems and compliances, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.</p> <p>The Service Provider shall cooperate with the authorized representative/s of the Bank at the cost of the Bank and shall provide all information/ documents required by the Bank.</p> <p>We submit that: Auditors shall NOT be given access to:</p> <ol style="list-style-type: none"> 1. Any information not related to the Services; 2. Bidder locations/premises (or portions thereof) that are not related to the Services; <p>or</p> <ol style="list-style-type: none"> 3. Bidder records or documents relating to the make up of Bidder's internal overhead calculations or direct costs, their relationship to the service charges, any financial cost model, calculation of service charges or Bidder's profitability; or 4. Internal Bidder audit reports, or any summaries thereof. <p>We require Independent Monitors to:</p> <ol style="list-style-type: none"> 1. provide Bidder with at least thirty (10) days notice of its requirement for an Audit allowed once in a year, with such notice describing the issue(s) that will be the subject of the audit; 2. be subject to Bidder site/premises security obligations and have their access 	No Change
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44	Annexure 16	Legal	<p>23. LIMITATION OF LIABILITY Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value. However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, 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. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Service Provider as part of procurement under the Agreement. Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement. All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.</p>	<p>Request to remove IP infringement and breach of confidentiality obligations from unlimited liability.</p> <p>Request Bank for following edit Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Service Provider as part of procurement under the Agreement. Under no circumstances shall either party be liable to the other party for indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if it has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement. All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.</p> <p>We request to make this clause mutual. We will be liable only for direct damages as set out under this clause.</p>	No Change
45	Annexure 16	Legal	<p>26. SUBCONTRACTING The Service Provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the Bank.</p>	<p>Request Bank for following edit 26. SUBCONTRACTING The Service Provider may subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the Bank. However, Service Provider shall in all cases remain responsible for all the acts or omissions of such subcontractors to the same extent as if such acts or omissions had been committed by the Service Provider.</p>	No Change

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46	Annexure 16	Legal	<p>27. ASSIGNMENT The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Service Provider's affiliate without the prior written consent of the Bank.</p> <p>If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this Agreement.</p>	<p>Request Bank for following edit 27. ASSIGNMENT The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Service Provider's affiliate without the prior written consent of the Bank.</p> <p>Notwithstanding the foregoing, if the ether party undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of either party under this Agreement.</p>	No Change
47	Annexure 16	Legal	<p>28. NON – SOLICITATION The Service Provider, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank. The above clause shall not applicable in case the recruitment done through public advertisement.</p>	<p>Request Bank for following edit 28. NON – SOLICITATION During the term of the contract neither party shall without the express written consent of the other party, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the other party in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the other party at any time to terminate his/ her relationship with such party. The above clause shall not be applicable in case the recruitment done through public advertisement.</p>	No Change

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48	Annexure 16	Legal	<p>29. VICARIOUS LIABILITY The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider 's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider 's employees, agents, contractors, subcontractors, etc.</p>	<p>Request Bank for following edit 29. VICARIOUS LIABILITY The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider 's employees, agents, contractors, subcontractors etc.</p>	No Change
49	NA	Legal	NA	<p>We suggest to add a warranty disclaimer for disclaiming implied warranties including in relation to accuracy of the results, merchantability, satisfactory quality and fitness for a particular purpose, or arising from a course of dealing or usage of trade. Also Bank should allow bidder to disclaim control of the process of transfer of information over communication channels (including the internet), or the hardware and software used by Bank.</p>	No Change
50	Annexure 19 – Information/Cyber-Security Measures/Controls for selected SP	Technical/Legal	<p>1.2 Continuously monitor the release of patches by various vendors/Original Equipment Manufacturers (OEMs), advisories issued by CERT-IN and other similar agencies and expeditiously apply the security patches as per the patch management policy of the SP. If a patch/series of patches is/are released by the OEM/manufacturer/vendor for protection against well-known/well publicized/reported attacks exploiting the vulnerability patched, the SPs must have a mechanism to apply them expeditiously following an emergency patch management process.</p>	<p>Will the bank provide a patch management tool which may be used by the bank currently or can the bidder follow a manual patching process</p>	Revised Annexure 19 published as part of Addendum

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51	Annexure 19 – Information/Cyber-Security Measures/Controls for selected SP	Technical/Legal	2.1 Put in place appropriate controls for securing the physical location of critical assets, providing protection from natural and man-made threats.	As the solution provided by the customer would be in the premise of the bank, the bidder requests this point to be removed as it would be the purview of the bank to secure the physical location. If we are providing the cloud service or co-locating it, kindly remove this point	Revised Annexure 19 published as part of Addendum
52	Annexure 19 – Information/Cyber-Security Measures/Controls for selected SP	Technical/Legal	2.2 Put in place mechanisms for monitoring of breaches/compromises of environmental controls relating to temperature, water, smoke, access alarms, and service availability alerts (power supply, telecommunication, and servers), access logs, etc.	As the solution provided by the customer would be in the premise of the bank, the bidder requests this point to be removed as it would be the purview of the bank to secure the physical location. If we are providing the cloud service or co-locating it, kindly remove this point	Revised Annexure 19 published as part of Addendum
53	Annexure 19 – Information/Cyber-Security Measures/Controls for selected SP	Technical/Legal	3.1 Prepare and maintain an up-to-date network architecture diagram at the organization level including wired/wireless networks.	As the solution provided by the customer would be in the premise of the bank, the bidder requests this point to be removed as the wired/wireless networks would be provided by the bank. If we are providing the cloud service or co-locating it, kindly remove this point	Revised Annexure 19 published as part of Addendum
54	Annexure 19 – Information/Cyber-Security Measures/Controls for selected SP	Technical/Legal	3.2 Maintain an up-to-date/centralized inventory of authorized devices connected to SP's network (within/outside SP's premises) and authorized devices enabling the SP's network. The SP may consider implementing solutions to automate network discovery and management.	Bidder would like to know would you require only asset inventory of the software and hardware or is there any other metrics or reports required. If this will be hosted at the customer premise, will the bank be using the current solution.	Revised Annexure 19 published as part of Addendum
55	Annexure 19 – Information/Cyber-Security Measures/Controls for selected SP	Technical/Legal	3.3 Have mechanisms to identify authorized hardware/mobile devices like laptops, mobile phones, tablets, etc. and ensure that they are provided connectivity only when they meet the security requirements prescribed by the SP.	Bidder would require clarity if the requirement is for not allowing unauthorized user access or user access and from the below which solution can be provided. As Annexure 19- Point 7.5 has a requirement for Privileged User Management and Identity access management, can this functionality could be provided through the same or through a Role based access mechanism which can be part of the application functionality.	Revised Annexure 19 published as part of Addendum
56	Annexure 19 – Information/Cyber-Security Measures/Controls for selected SP	Technical/Legal	3.7 Have mechanism to automatically identify unauthorized device connections to the SP's network and block such connections.	Bidder would require clarity if the requirement is for not allowing unauthorized user access or user access and from the below which solution can be provided. As Annexure 19- Point 7.5 has a requirement for Privileged User Management and Identity access management, can this functionality could be provided through the same or through a Role based access mechanism which can be part of the application functionality.	Revised Annexure 19 published as part of Addendum
57	Annexure 19 – Information/Cyber-Security Measures/Controls	Technical/Legal	3.10 Put in place mechanism to detect and remedy any unusual activities in systems, servers, network devices and endpoints.	The bidder would like to know if this point could be met by the solutions mentioned in the Annexure 19 Point 11.2 Advanced Real-time Threat Defense and Management	Revised Annexure 19 published as part of Addendum

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58	Annexure 19 – Information/Cyber-Security Measures/Controls for selected SP	Technical/Legal	4.4 Ensure the software integrity of the related applications.	Bidder would like to ask is this point, from having a check on no authorized changes being made or for code security.	Revised Annexure 19 published as part of Addendum
59	Annexure 19 – Information/Cyber-Security Measures/Controls	Technical/Legal	5.1 Incorporate/Ensure information security across all stages of application lifecycle	As the completely deployed software would be deployed, would request you to remove this point as there would not be a Application deployment lifecycle and security to be involved at every stage.	Revised Annexure 19 published as part of Addendum
60	Annexure 19 – Information/Cyber-Security Measures/Controls for selected SP	Technical/Legal	5.2 Secure coding practices must be implemented for internally/collaboratively developed applications.	Bidder requests to remove this point as this is not a internally developed application	Revised Annexure 19 published as part of Addendum
61	Annexure 19 – Information/Cyber-Security Measures/Controls for selected SP	Technical/Legal	5.4The data used for development and testing should be appropriately masked.	Bidder would request which specific data is to be masked.	Revised Annexure 19 published as part of Addendum
62	Annexure 19 – Information/Cyber-Security Measures/Controls	Technical/Legal	5.5 Software/Application development approach should be based on threat modelling, incorporate secure coding principles, security testing (based on global standards) and secure rollout.	Bidder requests to remove this point as this is not a internally developed application	Revised Annexure 19 published as part of Addendum
63	Annexure 19 – Information/Cyber-Security Measures/Controls for selected SP	Technical/Legal	11.2 Implement Anti-malware, Antivirus protection including behavioral detection systems for all categories of devices –endpoints, servers (operating systems, databases, applications, etc.), Web/Internet gateways, email-gateways, Wireless networks, etc. including tools and processes for centralized management and monitoring	Bidder would request to remove certain points from this statement as email gateways, wireless networks would not be required.	Revised Annexure 19 published as part of Addendum
64	Annexure 19 – Information/Cyber-Security Measures/Controls	Technical/Legal	13.1 The SP shall have support/arrangement for network forensics/forensic investigation/DDOS mitigation services on stand-by.	While the bidder can arrange for Forensics investigation, bidder would request to add a line time for the cost involved for the same as per activity.	Revised Annexure 19 published as part of Addendum
65	Annexure 19 – Information/Cyber-Security Measures/Controls for selected SP	Technical/Legal	14.1 SPs are mandated that a C-SOC (Cyber Security Operations Center) be setup at the earliest	Bidder would request this point to be removed as a C-SOC is a functionality required for a larger part of the ecosystem	Revised Annexure 19 published as part of Addendum
66	19.9	Legal	Acceptance of Terms: the bidders will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document	We request to relax this clause so as to give us an opportunity to suggest amendments. Bidder request to consider our suggestions and assumption along with our bids which can be further discussed in case bidder is down selected by bank.	No Change

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67	19.11	Legal	The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.	We request to relax this clause so as to give us an opportunity to suggest amendments. Bidder request to consider our suggestions and assumption along with our bids which can be further discussed in case bidder is down selected by bank.	No Change
68	Integrity Pact, Clause 8	General	Independent External Monitors	We request that the IEMs should not be competitors of HPE and adequate notice periods and frequency to be determined before hand and restrictions re audit scope to those relevant to engagement under the contract.	No Change
69	Annexure 10 - Right to Alter Quantities	Commercial	The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract.	We submit that any change in the scope shall follow a change request process.	No Change
70	Annexure 16, Clause 30	Legal	Force Majeure	We request all payments be made by BoB to Service Provider up to the date of suspension of services due to Force Majeure event	No Change
71	19	General	19.24. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of <u>180 days after opening of the bids.</u>	Considering the current price volatility in market, bidder request that tender document shall be binding on such bidder for a period of 90 days after opening of the bids.	No Change
72	6 Performance Guarantee (PBG)	Performance Guarantee (PBG)	Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.	Bidder request Bank shall be entitled to invoke the performance guarantee after giving 15 days' notice.	No Change
73	6 Performance Guarantee (PBG)	Performance Guarantee	**Annexure 14 to the extent of 3% of the Contract value for the entire period of the contract plus 3 months**	Bidder request PBG to be valid till end of the contract.	No Change
74	6. Patch/Vulnerability and Change Management	General	6.2. Changes to business applications, supporting technology, service components and facilities should be managed using robust configuration management processes that ensure integrity of any changes thereto.	Big changes would have to be estimated.	Changes to the application, if any, provided by the vendor, to be handled as per the latest standards and ensure integrity of the
75	15.Compliance with various standards	General	15.1. The SP shall comply with the relevant standards including ISO27001, PCI DSS and PA-DSS, as applicable to the IT ecosystem.	Is it that any one of the certificate is required or all of them are required ?	As mentioned in RFP document
76		Technical	Data Migration	Are there any data to be migrated ? Will data cleansing be also required ?	The proposed services are for data aggregation and analytics for loan processing system.
77		Technical	No of Concurrent Users	How many concurrent users are there	Please be guided by the indicative volumes per year for the concurrency as per the RFP.

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78		Technical	Max Transaction per Day	What is the number of transactions per day	Please be guided by the indicative volumes per year as per the RFP.
79		Technical	Max Size of Write /Transaction year	Need the maximum size of write transaction per year	Please be guided by the indicative volumes per year as per the RFP.
80		Technical	Any Document Upload Permitted	Is there any document upload required	Document upload as per the requirement
81		Technical	Max Size of File in MB	What is the file Upload size in MB	May vary as per the requirement.
82		Technical	Max Files per User	What is the file upload per user required	May vary as per the requirement.
83		Technical	Database Backup Policy	What is the database back policy	Will be shared to the shortlisted vendor.
84		Technical	Database Retention Policy	What is database retention policy	Will be shared to the shortlisted vendor.
85		Technical	DC - DR Policy	What is Data recovery policy	Will be shared to the shortlisted vendor.
86		Technical	RPO -- Recovery Point of Object	What is the required recovery Point of Object	Near Zero
87		Technical	RTO -- Recovery Time of Object	What is the Recovery Time of Object	Critical application - 1 hour, Non Critical application - 4
88		Technical	Data Archival Policy	What is the Data Archival Policy	Will be shared to the shortlisted vendor.
89	Annexure 10 – Project Details Scope of Work Business & Employee Verification	Scope	Legal data analysis (litigation check) - To know the litigation if any / Fetch pending litigation (RBI Wilful defaulter, CIBIL Suit, CFR- Central fraud repository, ECGC etc.)	We request to please take the following into consideration and kindly confirm on below: RBI Wilful defaulter, CIBIL, CFR- Central fraud repository, ECGC etc. do not form part of "Litigation".	Yes, these can be provided as different set of services since the source of these datapoints will be different. Service provider can aggregate all the data points and share consolidated
90	Annexure 10 – Project Details Scope of Work Financials fetching and verification	Scope	Company details through MCA - Basis PAN (Pvt, Public and LLP) - To fetch the company base details, Directors details and network, Promoters, Balance sheet, P&L, Key ratios, Auditors details (If any), Shareholding pattern, security allotment, peer comparison, Credit rating, GSTN details, CIN, DIN, LEI, Constitution, MCA Signatories, Suit filed, legal history, reference documents (PDF: AOA, MOA, COI, INC 20A, Last 2 years financial statement -AOC4 and Annual return MGT7)	We request to please take the following into consideration and kindly confirm on below: The data accessible through the MCA website does not include security allocation, peer comparison, credit rating, GSTN details, lawsuits filed, legal history, etc. For example: The data concerning suits filed, legal history etc can be made available via another official site.	All data points may not be directly available through MCA but can be derived from different sources and the expectation is that the vendor provides this aggregated data in single output and report

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91	Annexure 10 – Project Details Scope of Work Financials fetching and verification	Scope	GST returns and analysis – Fetching GST returns (Online login/Upload) and providing the analysis	We request you to please confirm that necessary consent of the party will be provided for fetching GSTN details.	Yes, necessary consent can be taken through digital mode, wherever required																
92	Annexure 10 – Project Details Scope of Work Financials fetching and verification	Scope	3. Bank statement fetch and analysis – Fetching the bank statement (Online/ Upload) and providing the analysis 4. Bank statement fetch through account aggregator(AA)	We request you to please provide clarification whether these are separately required or any one is sufficient.	User will select one option but all these options to be available for fetching and analyzing bank statements are required as part of RFP scope.																
93	Annexure 10 – Project Details Scope of Work 4. Asset verification	Scope	2. CERSAI for fetching property charges - Fetch the property charges basis borrower or property details	We request to Please take the following into consideration: 1. Access to CERSAI is available only to Banks. Will the Bank provide the access to the vendor? 2. Also, information on Assets having charges registered with CERSAI will be available. Other charges and encumbrances will be available only from the Registration Dept. Also Please kindly clarify whether search has to be done with Regn, Dept also.	1.As part of API integration, subject to CERSAI integration standards, required credentials can be encrypted and passed 2. Information from CERSAI to be made available for the property charges.																
94	Annexure 12–Masked Commercial Bid Annexure 13–Commercial Bid API Hits of various items	Scope	<table border="0"> <thead> <tr> <th><u>Items</u></th> <th><u>Indicative qty * (API Hits per year)</u></th> </tr> </thead> <tbody> <tr> <td>DIN</td> <td>33360</td> </tr> <tr> <td>CIN</td> <td>33360</td> </tr> <tr> <td>Credit Rating (External)</td> <td>19460</td> </tr> <tr> <td>GST (with Analysis)</td> <td>353060</td> </tr> <tr> <td>Shops & Establishment</td> <td>194600</td> </tr> <tr> <td>EPFO</td> <td>19460</td> </tr> <tr> <td>ESI</td> <td>347500</td> </tr> </tbody> </table>	<u>Items</u>	<u>Indicative qty * (API Hits per year)</u>	DIN	33360	CIN	33360	Credit Rating (External)	19460	GST (with Analysis)	353060	Shops & Establishment	194600	EPFO	19460	ESI	347500	We request to please consider revising the Indicative Qty (AOI Hits per year) 1. Hits for CIN and DIN cannot be same, as each company will have 2 or more Directors. 2. Hits for Credit Rating, 19460 seems to be too low. 3. GST (with Analysis), 353060 hits and Shops & Establishment registration verification, 194600, are too low. Please compare with Udyam Aadhaar 422560. Others will also have GST and Shops & Est. Registration	Please be guided by the indicative volumes per year as per the RFP.
<u>Items</u>	<u>Indicative qty * (API Hits per year)</u>																				
DIN	33360																				
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95	Brief Project Scope	Scope	Bank envisages to select Service Providers for following requirements of the Bank	We request bank to accept bids from fintech who can aggregate APIs from different service providers	No Change																

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96	Brief Project Scope	Scope	Deployment guide on infrastructure servers and release notes are mandatory deliverables apart from Source code & Build guides	Will the API aggregator system need to be deployed in Bank's infrastructure? Will it be on-prem or on-cloud?	Aggregator solution can be deployed outside bank premises subject to service provider meeting all regulatory and RBI guidelines on digital lending with respect to infrastructure and data policy. Aggregator solution to be integrated with various bank applications which can be on premises or
97	Scope of work in Annexure 10	Scope	The Bank invites the bidders for providing the services to authenticate/verify data through APIs.	Please share the technology stack used in existing application with high level architecture overview, as new development is to be done in same ecosystem?	Service providers are expected to directly integrate their services through API and should be independent of the existing application technology stack
98	Scope of work in Annexure 10	Scope	The Bank invites the bidders for providing the services to authenticate/verify data through APIs.	Please confirm the existing APIs need to integrate and share the detailed requirements of FinTechs use cases?	Please refer to the scope section of the RFP for list of fintech use cases-Annexure 10 – Project Details Scope of Work
99	Annexure 11, Services Levels	Scope		Please confirm the support window (24X7) and type (L1, L2 & L3) for support services?	Availability of services should be 24x7
100	Annexure 10	Scope	Requirement of API - Is the Bank only looking for API integrator or the solutions for all these data aggregation,	What is the bank looking for ,API integrator only or solutions for data aggregation	Solution for data aggregation to be managed by service provider and to
101	Annexure 10	Scope	API Integrator - Is the API integrator is hosted services on will be banks primise	API integrator is Cloud based or on Premise ?	Aggregator solution can be deployed outside bank premises subject to service provider meeting all regulatory and RBI guidelines on digital lending with respect to infrastructure and data policy. Aggregator solution to be integrated with various bank applications which can be on premises or
102	Annexure 10	Scope	API Calls	What is the approximate number of API calls per month ? Application Volume ?	Please be guided by the indicative volumes per year as per the RFP.

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103	Service Levels and Uptime Guarantee:	Scope	NA	Support services, is it allowed. e.g., if OCR success rate is 95%, whether the missing data can be entered by the support staff of our organization and output provided to bank	Expectation is to have real time data population from various authentic data sources. Data aggregation from various document should also be fetched on real time basis. Any missing data, if it requires manual intervention can be considered subject to TAT of
104	Brief Project Scope	Scope	NA	Uses cases provided are having multiple external parties involved. Accordingly multiple APIs / access / user access are required. Please confirm whether bank will arrange for the required things as mentioned above. Also Bidder understand in case any fees /charges required to be paid to vendors to provide further details from vendor shall be taken care by bank.	Please be guided as per the Scope mentioned in the RFP
105	Annexure 11–Service Levels	General	Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.	What are the parameters for inconsistent and erratic ? Does OCR success is included here ? How this will be measured ?	Expectation is to have real time data population from various authentic data sources. Data aggregation from various document should also be fetched on real time basis , any missing data if it requires manual intervention can considered subject to TAT of these
106	Brief Project Scope	Scope	NA	License fees for multiple services. e.g., credit rating will it be taken care by bank itself or that needs to be included as part of this cost.	Bank will be paying the per transaction cost as per the usage
107	Brief Project Scope	Scope	NA	Does the future change requests within the 3 years(contract time) free of cost or can it be separately billed ?	RFPIT
108	For all the new developments:	General	A. The vendor shall undertake to provide appropriate on-site resource as well as other resources required as per Bank's requirement, to execute the various tasks assigned as part of the project, from time to time.	Number of on-site resources --> Is it fixed or vendor can add / reduce as per the actual demand ?	Please be guided by the terms of RFP.
109	Additional queries			HPE understand that bidder need to develop API and also provide Management of the same	Yes

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110	Annexure 10	Scope		For getting app keys & registration with external systems, will the bank provide its GST numbers & other required details. This may be required for integrations & Verification use case related will be provided by bank or not?	Please be guided by each service regulator's guidelines for fetching of details.
111	Annexure 10	Scope		When services from API setu are being used, Bank will be API Publisher or API consumer Or will bank nominate & provide consent required for registration as Consumer/Publisher?	Please be guided by each service regulator's guidelines for fetching of details.
112	Annexure 10	Scope		What if external APIs are not available for service &/or do not exist at all?	Please be guided by Annexure 10 of RFP. Expectation is to have maximum APIs available
113	Annexure 10	Scope		The response details from verification API should be stored in some Data Base or does bank prefer a stateless nature and no storing of data?	To be stored at Database hosted at Bank's premises
114	Annexure 10	Scope		Does bank have any API Management tool in place already or prefers to have a dedicated one for this SOW?	No
115	Annexure 10	Scope		In case of multiple APIs from varying systems across all categories how does bank arrive at 99.5%?	Please be guided by Annexure 10 of RFP
116	Annexure 10	Scope		If some external apis are down, kindly confirm that it will not considered as penalty to bidder in terms of uptime and availability. (Example: The solution is up and running whereas Verification API end point is not responding)	Please be guided by the terms and conditions of RFP.
117	Annexure 10	Scope		Is there any minimum commit that Bank can provide for each API listed for Annexure 12 from 1 to 27	Please be guided by the indicative volumes per year provided in the RFP
118	Annexure 10 Project details scope of work	Scope		1. Please confirm whether the use cases for this RFP are specifically for MSME segment for loan processing only and not for loan monitoring. 2. Also please clarify with which systems/ platforms of the Bank will the required services be integrated with 3. We request Bank to share the total volume of loans processed by the Bank in the last 12 months where the required scope of services are planned	1. Bank can use the APIs for other segments wherever, if required. 2. Currently for Loan Processing System. Services / Application to be used for bank's other
119	Annexure 10 Project details scope of work. For all the new	Scope	The vendor shall undertake to provide appropriate on-site resource as well as other resources required as per Bank's requirement, to execute the various tasks assigned as part of the project, from time to time.	We request the Bank to seek the cost of onsite resources and any other resources separately in the Commercial Bid format in Annexure 13. At present, there is no such provision. This will help bring more transparency	No Change
120	Annexure 10 point 6	Scope	Employee Authentication	Request the Bank to clarify more on the requirement for employee authentication using ESI. Please clarify when employees are not registered in ESIC due to the income levels above the threshold, in such cases will EPFO be considered?	EPFO is also mentioned under point no.2 Page no. 54

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121	Annexure 10 point 5	Scope	Credit Rating	Request the Bank to clarify whether the External Credit Rating required to be pulled would be the latest Credit Rating of the MSME. Also please confirm that Credit Rating reports are not part of the scope since it may not be possible.	External Credit Rating from various agencies like CRISIL, CARE etc. are to be extracted. These rating are given for various instrument of the companies. Extracting the entire report may also be
122	Annexure 10 point 7	Scope	E-NACH	Request Bank to elaborate more on the E-NACH requirement.	This is required for setting up of recurring repayments through net Banking / UPI / debit card for the applicant