

Clause in RFQ

S. No.	Clause in RFQ	Clarifications/ Changes made
1	<p>[A] Important Dates:</p> <p>5. Last Date of Submission of RFQ Response (Closing Date)</p> <p>03:00 PM on 7th July, 2023</p> <p>6. Eligibility Cum Technical Bid Opening Date</p> <p>4:00 PM on 7th July, 2023</p>	<p>[A] Important Dates:</p> <p>5. Last Date of Submission of RFQ Response (Closing Date)</p> <p>03:00 PM on 14th July, 2023</p> <p>6. Eligibility Cum Technical Bid Opening Date</p> <p>4:00 PM on 14th July, 2023</p>
2	<p>Annexure 2 – Evaluation Terms</p> <p>A. Eligibility cum Technical Bid</p> <p>Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in Table below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFQ.</p> <p>Eligibility Criteria Table</p>	<p>Annexure 2 – Evaluation Terms</p> <p>A. Eligibility cum Technical Bid</p> <p>Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in Table below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFQ.</p> <p>Please refer revised Eligibility Criteria Table attached as Appendix 1 to this Addendum.</p>

Clarification of Pre-bid queries is enclosed as “Annexure A”.

All other Terms & Conditions are same as per our RFQ no. BCC:IT:PROC:115:10 dated 24.05.2023 and subsequent addendums for selection of System Integrator (SI) for setting up and managing Cloud Infrastructure and Services.

Appendix -1

S. No	Eligibility Criteria	Complied	Supporting Documents Required
A	General		
1	<p>Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India for last 5 years.</p> <p>In case the bidding company/ firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the RFQ may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFQ process and Novation / Other Relevant Agreement is in place.</p>		<p>Documentary Proof to be attached (Certificate of Incorporation)</p> <p>AND</p> <p>Novation / Other Relevant Agreement (if applicable).</p>
2	<p>Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1st April 2021 till date.</p>		<p>Letter of confirmation (self-certified letter signed by authorized official of the bidder)</p>
3	<p>The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.</p> <p>or</p> <p>The Bidder is from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.</p>		<p>Undertaking as per Annexure 03 and</p> <p>Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder & OSD\ OEM)</p>

4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self-certified letter signed by authorized official of the bidder).
5	The Bidder to provide an undertaking on his letter head that all the requirements highlighted as part of RFQ document are covered in totality in the proposal submitted by the Bidder.		Letter of confirmation from bidder(self-certified letter)
B Financial			
1	<p>The Bidder must have registered average annual turnover of Rs. 500 Crores or above during the last three completed financial years – 2020-21, 2021-22 and 2022-23^ from Indian operations only (Not inclusive of the turnover of associate companies).</p> <p>In case the bidding company/ firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the RFQ may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFQ process and Novation / Other Relevant Agreement is in place.</p>		<p>Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23^.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.</p> <p>AND</p> <p>Novation / Other Relevant Agreement (if applicable)</p>

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
2	<p>The Bidder must be Net profit making entity continuously for the last three years i.e. financial years – 2020-21, 2021-22 and 2022-23[^]</p> <p>OR</p> <p>The net worth of the bidder should be positive as on RFQ date and should not have eroded by more than 30% in the last three years.</p> <p>In case the bidding company/ firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the RFQ may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFQ process and Novation / Other Relevant Agreement is in place.</p>		<p>Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23[^]</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.</p> <p>AND</p> <p>Novation / Other Relevant Agreement (if applicable)</p>
<p>[^] If 2022-23 Financial Statements of any bidder is unaudited, then Financial statements for 2019-20, 2020-21 and 2021-22 will be considered, along with an undertaking letter from the bidder that FY 2022-23 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2019-20, 2020-21 and 2021-22 are to be submitted.</p>			
C	Experience & Support Infrastructure *\$		
1	<p>Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 no's of BFSI Sector**. (***Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr.).</p>		<p>Documentary Proof to be attached along with order / contract copy or customer certified copy certifying satisfactory operations by the bidder mentioning the activities being performed.</p> <p>A self certified letter also to be attached.</p>

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
2	<p>Must have experience in implementation / migration of critical banking applications of one organization on hybrid cloud infrastructure which must include the following:</p> <ul style="list-style-type: none"> Customer Acquisition /Servicing Channels – Mobile Banking, Internet banking, Customer portal etc. (at least one) Customer Relationship Management / Lending Applications (LOS, LMS etc.) (at least one) Payment Systems (at least one) 		<p>Documentary Proof to be attached along with order / contract copy or customer certified copy certifying satisfactory operations by the bidder mentioning the activities being performed</p> <p>A self certified letter also to be attached.</p>
3	<p><i>Must have one large private cloud implementation# in BFSI Sector**.</i></p> <p><i>** Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr.</i></p> <p><i># As per NIST Definition & Standards</i></p>		<p>Documentary Proof of order / contract copy / customer credentials.</p>
4	<p>Must be implementation partner and having capabilities with minimum 3 large public cloud service provider (CSP) in India.</p>		<p>Letter of confirmation from CSP.</p>
5	<p>The Bidder should have at least 500 cloud resources (In India) on its rolls across areas like cloud and related technologies.</p>		<p>Undertaking from the bidder on bidder's letter head signed by the authorized Signatory of the bidder along with resource / capability mix with specific CSP.</p>

6	The bidder shall not be engaged with BoB in any kind of cloud related engagements in the past.		Letter of confirmation from the bidder.
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** All experience should be continuing as on RFQ date.*

\$ - In case the bidding company/ firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the RFQ may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFQ process and Novation / **Other Relevant Agreement** is in place. In that case, Relevant Novation / **Other Relevant Agreement** need to be submitted.

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
1	29	Annexure 02 – Evaluation Terms, point A-1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India for last 5 years.	Suggested clause as we are de merged as a separate company from IBM about 18 months back. Proposed changed clause :. In case the bidding company/firm is hived off from the demerged company, the experience, eligibility etc as per the requirement of the RFP may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFP process	Please refer Addendum
2	30	Annexure 02 – Evaluation Terms, point B-1	The Bidder must have registered average annual turnover of Rs. 500 Crores or above during the last three completed financial years – 2019-20, 2020-21 and 2021-22 from Indian operations only (Not inclusive of the turnover of associate companies).	Suggested clause as we are de merged as a separate company from IBM about 12 months back. Proposed changed clause : The Bidder must have registered average annual turnover of Rs. 500 Crores or above during the last three completed financial years – 2019-20, 2020-21 and 2021-22 from Indian operations only. In case the bidding company/firm is hived off from the demerged company, the experience, eligibility etc as per the requirement of the RFP may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFP process	Please refer Addendum
3	31	Annexure 02 – Evaluation Terms, point B-2	The Bidder must be Net profit making entity continuously for the last three years i.e. financial years – 2019-20, 2020-21 and 2021-22 OR The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years	Suggested clause as we are de merged as a separate company from IBM about 18 months back. Proposed changed clause : The Bidder must be Net profit making entity continuously for the last three years i.e. financial years – 2019-20, 2020-21 and 2021-22 Or net worth of the bidder should be positive as on RFP date. In case the bidding company/firm is hived off from the demerged company, the experience, eligibility etc as per the requirement of the RFP may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFP process	Please refer Addendum
4	31	Annexure 02 – Evaluation Terms, point C-1	The bidder Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 no's of schedule commercial bank*. (*Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr.).	The bidder Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 no's of companies in India or Globally. In case the bidding company/firm is hived off from the demerged company, the experience, eligibility etc as per the requirement of the RFP may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFP process	Please refer Addendum
5	32	Annexure 02 – Evaluation Terms, point C-1	Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 no's of schedule commercial bank*. (*Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr.).	The bidder Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 no's of companies in India or Globally. In case the bidding company/firm is hived off from the demerged company, the experience, eligibility etc as per the requirement of the RFP may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFP process	Please refer Addendum
6	33	Annexure 02 – Evaluation Terms, point C-3	Must have one large private cloud implementation# in Bank*. * Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr. # As per NIST Definition & Standards	Must have one large private cloud implementation# in Scheduled or commercial Bank	Please refer Addendum
7	40	Annexure 07 – Project Details and Scope of Work	a) Establish a private cloud on-prem in Bank's own Data Center and Co-Lo Data Centers. Bidders are open to explore the possible options to enable a scalable and future-proof private cloud: Augment Bank's existing landscape to build a private cloud	Request bank to clarify on whether the existing landscape contains mix of Virtualization and Containers? If containers are also used, request bank to kindly share the details of existing container orchestration platform.	Detailed Scope of Work will be published in RFP Document.

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8	40	Annexure 07 – Project Details and Scope of Work	Establish a fresh private cloud using alternate stack options comprising COTS and Open Source Products with adequate critical support	Request Bank to kindly change the clause : "Establish a fresh private cloud using alternate stack options comprising COTS and Open Source Products with adequate critical support" to Request Bank to change the clause "Establish a fresh private cloud using alternate stack options comprising COTS and Open Source Products with adequate critical OEM Support"	Detailed Scope of Work will be published in RFP Document.
9	40	Annexure 07 – Project Details and Scope of Work	b) Establish a Public Cloud Environment for Bank to enable IaaS / PaaS and Cloud Native services to migrate the existing on-prem applications to Public Cloud in various dispositions	Request Bank to clarify whether the Bank is also considering Managed cloud services or only Self managed platform on public cloud.	Detailed Scope of Work will be published in RFP Document.
10	31	Annexure 02 – Evaluation Terms	Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 no's of schedule commercial bank*. (*Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr.).	Request to Modify the clause as Below: Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 no's of schedule commercial bank*.or implemented and managed banking Application in any large private banks for atleast 3 Customers. (*Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr.).	Please refer Addendum
11	31	Annexure 02 – Evaluation Terms	Must have experience in implementation / migration of critical banking applications of one organization on hybrid cloud infrastructure which must include the following: Customer Channel – Mobile Banking, Internet banking etc. (at least one) Customer Relationship Management / Lending Applications (LOS, LMS etc.) (at least one) Payment Systems (at least one)	Request to Modify the clause as Below: Must have experience in implementation / migration of critical banking applications of one organization on hybrid cloud infrastructure which must include the following: Customer Channel – Mobile Banking, Internet banking etc. (at least one) Customer Relationship Management / Lending Applications (LOS, LMS etc.) (at least one) Payment Systems (at least one) Or Implemented and managing Banking application in any large private Banks	Please refer Addendum
12	31	Annexure 02 – Evaluation Terms	Must have one large private cloud implementation# in Bank*. * Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr. # As per NIST Definition & Standards	Request to Modify the clause as Below: Must have one large private cloud implementation# in Bank*.or any large private organization * Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr. # As per NIST Definition & Standards.	Please refer Addendum
13	31	Annexure 02 – Evaluation Terms	Must be implementation partner and having capabilities with minimum 3 large public cloud service provider (CSP) in India	Request to Modify the clause as Below: Must be implementation partner and having capabilities with minimum 3 large public cloud service provider (CSP) in India	No change
14	40	Annexure 07 - Project Details and Scope of Work		Does BOB has any existing SAAS based applications to which vendor need to integrate (OR) BOB is open for SAAS on-prem solutions? Suggesting to SAAS bank solutions will be more cost effective and quick turn around solution for BOB	Detailed Scope of Work will be published in RFP Document.
15	40	Annexure 07 - Project Details and Scope of Work		Does BOB has any regulatory systems which are legacy in nature and requires custom API development for integration with the TO-BE Hybrid Cloud environment? Trying to understand external systems BOB is interfacing with and which are legacy in nature	Detailed Scope of Work will be published in RFP Document.

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16	40	Annexure 07 - Project Details and Scope of Work		As part of Cloud migration strategy does BOB has performed any proof of concepts (POC)? Conducting POCs one will come to know underline risks/problems in actual migration and the final migration can be done smoothly	Detailed Scope of Work will be published in RFP Document.
17	40	Annexure 07 - Project Details and Scope of Work		Does BOB has existing Enterprise Architecture landscape (OR) Application Architecture Blueprint? The Enterprise Architecture landscape will help for proposing the best hybrid cloud solution at par with banking industry	Detailed Scope of Work will be published in RFP Document.
18	41	Annexure 07 - Project Details and Scope of Work		Does BOB using DevOps environment in the existing environment (pre Cloud migration)? This will help whether the solutioner need to tweak the existing Dev Ops solution or bring all together new solution	Detailed Scope of Work will be published in RFP Document.
19	41	Annexure 07 - Project Details and Scope of Work		Has BOB commissioned any IDAM product in the existing environment (pre Cloud migration)? Trying to understand how open BOB is for Cloud native IDAM solutions	Detailed Scope of Work will be published in RFP Document.
20	41	Annexure 07 - Project Details and Scope of Work		Does BOB has any mainframe or any other legacy applications which requires re-platform or replacing? Migration of Mainfram based solutions to Cloud is almost impossible. One need to look for alternate SAAS based product and propose for migration/re-platform.	Detailed Scope of Work will be published in RFP Document.
21	31	A. Eligibility cum Technical Bid - C Experience & Support Infrastructure - Point 1	Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 no's of schedule commercial bank*. (*Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr.). Documentary Proof to be attached along with order / contract copy or customer certified copy certifying satisfactory operations by the bidder mentioning the activities being performed. A self certified letter also to be attached.	Bidder requests the clause to be modified as below: Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 no's of BFSI Customers schedule commercial bank of which at least one customer should have the desired business mix or turnover * . (*Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr.). Documentary Proof to be attached along with order / contract copy or customer certified copy certifying satisfactory operations by the bidder mentioning the activities being performed. A self certified letter also to be attached by the bidder mentioning the activities being performed.	Please refer Addendum
22	32	A. Eligibility cum Technical Bid - C Experience & Support Infrastructure - Point 2	Must have experience in implementation / migration of critical banking applications of one organization on hybrid cloud infrastructure which must include the following: <input type="checkbox"/> Customer Channel – Mobile Banking, Internet banking etc. (at least one) <input type="checkbox"/> Customer Relationship Management / Lending Applications (LOS, LMS etc.) (at least one) Payment Systems (at least one) Documentary Proof to be attached along with order / contract copy or customer certified copy certifying satisfactory operations by the bidder mentioning the activities being performed A self certified letter also to be attached.	Bidder requests the clause to be modified as below: Must have experience in implementation / migration of critical banking applications of one organization on hybrid cloud infrastructure which must include the following: <input type="checkbox"/> Customer Channel – Mobile Banking, Internet banking etc. (at least one) <input type="checkbox"/> Customer Relationship Management / Lending Applications (LOS, LMS etc.) (at least one) Payment Systems (at least one) Documentary Proof to be attached along with order / contract copy or customer certified copy certifying satisfactory operations by the bidder mentioning the activities being performed A self certified letter also to be attached by the bidder mentioning the activities being performed.	Please refer Addendum

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23	33	A. Eligibility cum Technical Bid - C Experience & Support Infrastructure - Point 3	<p>Must have one large private cloud implementation# in Bank*. * Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr. # As per NIST Definition & Standards</p> <p>Documentary Proof of order / contract copy / customer credentials.</p>	<p>Bidder requests the clause to be modified as below:</p> <p>Must have one large private cloud implementation# in the BFSI Bank*. * Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr. # As per NIST Definition & Standards</p> <p>Documentary Proof of order / contract copy / customer credentials--</p> <p>A self certified letter to be attached by the bidder mentioning the activities being performed.</p>	Please refer Addendum
24	9	5. Sub Contracting:	<p>The selected service provider/vendor is allowed to subcontract non-core services, however in any case there will not be more than one subcontract allowed during the term of engagement. Even though it is subcontracted, the service provider will be solely responsible to the bank for the delivery of the services. The Service Provider is not allowed to subcontract any service related to core infrastructure / product / Software (development, maintenance, product management, program management, application performance monitoring etc.). The service Provider is allowed to avail OEM professional services. Bidder needs to submit the complete details of the plan for subcontracting/availing OEM services, in advance along with the proposal/ response document with all the details of the work/ services. Please note that no work/ services shall be subcontracted without prior permission from the Bank in writing.</p>	<p>Bidder shall seek permission from Bank for sub-contracting and the same shall be reasonably granted</p>	No Change
25	9	7. Compliance with Laws:	<p>7.1. Compliance in obtaining approvals / permissions / licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also, the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder</p>	<p>1) Bidder shall be responsible for the laws that are applicable to it in its capacity as a system integrator of services to the extent that such requirements relate to the performance of Vendor's obligations under the contract. Such obligations shall be restricted to Bidder's scope of work.</p> <p>2) Each Party hereto is solely responsible for complying with the applicable laws or regulations as applicable to it, when performing its activities under or in connection with the signed Agreement.</p> <p>3) If any regulatory requirements change during the Term, the Parties will adjust the Services in accordance with the Change Control Procedure to the extent required due to changes in any regulatory requirements applicable to the Banks's business or the Network. Bidder is not providing any legal, tax, accounting or other professional advice as part of the Services</p> <p>4) All indemnification related references / wordings therefore need to be removed as Indemnification clause is already covered in a separate clause 6.2</p>	No Change

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26	10	8. Termination:	8.3. 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.	1) Termination for Cure" For breaches any of its material obligations as agreed with Bank by Bidder, and Such breach shall be cured within 30 Working Days after Bank gives written notice; 2) The words "unsatisfactory" / sub-standard are very subjective and need to be deleted 3) The liability in such an event could be limited to the 10% of the differential excess amount spent by the Bank for procuring similar deliverables and services. 4) Termination right shall be as per termination for clause defined 5) Bank shall fees as per Consequences of termation clause	No Change
27	10	8. Termination for Convenience:	8.4. Notwithstanding above, Bank reserves the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part, without assigning any reason, by giving Service Provider at least 90 days prior notice in writing.	1) 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 90 days prior notice in writing. 2) In the event of Termination, EIT will invoice and BOB will pay in respect of any Services already performed until the termination date,work under progress till date of termination including termination fees as per the payment terms of this Agreement.	No Change
28	14	15. General Terms and conditions	15.9. Acceptance of Terms: The bidders will, by responding to the Bank's RFQ document, be deemed to have accepted the terms as stated in this RFQ document	A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document along with assumptions as set forth in bid proposal	No Change
29	16	Sweep Clause	If any services, functions or responsibilities not specifically described in this RFQ/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 RFQ, 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 RFQ/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 RFQ, the Bank expects the bidder to fulfill all the terms and conditions of this RFQ	Services / Functions / Responsibilities which are required to deliver the functionalities asked in the RFP is included. Any other functionalities which are inherent in the product but bank want to get implemented will have to be managed through a mutually agreed change request process.	No Change

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30	19	18. Indemnity:	The Bidder 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: •Bank's authorized / bonafide use of the Deliverables and /or the Services provided by Bidder under this RFP/RFQ; and/or •An act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP/RFQ; and/or	12. 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 Third Party claim, suit or proceeding brought against the Bank as a result of:	No Change
31	19	18. Indemnity:	•Breach of any of the term of this RFP/RFQ or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP/RFQ; and/or •Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or •Breach of confidentiality obligations of the Bidder contained in this RFP/RFQ; and/or •Negligence or gross misconduct attributable to the Bidder or its employees or subcontractors. "Wilful Misconduct" means any act or omission of a party which is wilfully intended to harm the interests of the other party, provided however, that wilful misconduct does not include ordinary negligence, an error of judgment or mistake of a person. "Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the provided the Bank: • Notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and •Cooperates with the Bidder in the defense and settlement of the claims.	breach of any of the material term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or	No Change
32	20	Indirect Damages	Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP/RFQ and subsequent agreement by the Bidder.	Under no circumstances either Parties 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.	No Change

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33	111	19. 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.	LOL to be restricted to ACV Under no circumstances shall either party be liable to the other for any direct, indirect, incidental, consequential, any loss of business, goodwill or profits even if such party has been advised of the possibility of such damages	No Change
34		Bank General Responsibilities	Additional clause proposed by bidder	The Acceptance is deemed to be granted in the following circumstances: 1. Any delay in the License or implementation milestones which is beyond Vendor scope and has dependency on any other 3rd party or Bank except Vendor shall be deemed accepted when Vendor has delivered its portion of service or when it was originally due whichever is earlier 2. When customer puts equipment into commercial service prior to issuing the Acceptance certificate 3. If the customer uses the equipment (if necessary, with a limited time period such as 2 days) without issuance of the Acceptance certificate, then customer must accept that equipment is ready for use 4. Bank would provide signoff for each deliverable within 5 days from submission of signoff-document after mutual agreement of acceptance of deliverable else the same would be treated as deemed signoff 5. In the event the software is in production for a period of 5 days, if Go Live is not signed-off, it is deemed accepted and signed-off.	Not acceptable to Bank

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
35		Deemed Acceptance	Title to all documents, process details, any other information which is having intellectual property rights received by Bidder from BOB, including all Proprietary Information, shall remain at all times the sole property of BOB, and this Agreement shall not be construed to grant to Bidder any patents, licenses or similar rights to such property and Proprietary Information disclosed to Bidder hereunder.	<p>1) Any issues arising out of third party products or services shall be governed exclusively by the EULA and support agreement signed directly between the BOB and the OEM</p> <p>(2) BOB acknowledges that the ownership of the Software will always be with the respective licensors</p> <p>(3) Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this Agreement. BOB agrees and acknowledges that save as expressly provided in this Agreement, all Intellectual Property Rights in relation to the Software, Deliverables and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by Bidder during, in connection with or in relation to fulfilling its obligations under this Agreement belong to and shall remain a property of Bidder or its licensor.</p> <p>(5) All copyrights and other intellectual property rights existing prior to the "Effective Date" will belong to the party that owned such rights immediately prior to the "Effective Date". All modifications and enhancements to, and derivative works from, pre-existing intellectual property rights will belong to the party that owned such pre-existing intellectual property rights. Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.</p> <p>(6) BOB shall comply with the license terms, as may be specified by the respective licensors, applicable for the use of the Software provided under this Agreement.</p> <p>(7) BOB to use such IP for its internal use only</p>	No Change

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
36	49	2 PROPRIETARY RIGHTS	Title to all documents, process details, any other information which is having intellectual property rights received by Bidder from BOB, including all Proprietary Information, shall remain at all times the sole property of BOB, and this Agreement shall not be construed to grant to Bidder any patents, licenses or similar rights to such property and Proprietary Information disclosed to Bidder hereunder.	1) Any issues arising out of third party products or services shall be governed exclusively by the EULA and support agreement signed directly between the BOB and the OEM 2) BOB acknowledges that the ownership of the Software will always be with the respective licensors 3) Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this Agreement. BOB agrees and acknowledges that save as expressly provided in this Agreement, all Intellectual Property Rights in relation to the Software, Deliverables and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by Bidder during, in connection with or in relation to fulfilling its obligations under this Agreement belong to and shall remain a property of Bidder or its licensor. 4) All copyrights and other intellectual property rights existing prior to the "Effective Date" will belong to the party that owned such rights immediately prior to the "Effective Date". All modifications and enhancements to, and derivative works from, pre-existing intellectual property rights will belong to the party that owned such pre-existing intellectual property rights. Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other. 5) BOB shall comply with the license terms, as may be specified by the respective licensors, applicable for the use of the Software provided under this Agreement. 6) BOB to use such IP for its internal use only	No Change
37	49	INDEMNITY	The Bidder hereby agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Bidder and /or its employees and shall immediately reimburse and pay to BOB on demand all damages, loss, cost, expenses or any charges that BOB may sustain suffer, incur or pay in connection therewith	The Bidder hereby agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Bidder and /or its employees and shall immediately reimburse and pay to BOB on demand all damages, loss, cost, expenses or any charges that BOB may sustain suffer, incur or pay in connection therewith other than indirect damages. This will be capped to LOL	No Change
38	31	Annexure 02 – Evaluation Terms	Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 no's of schedule commercial bank*. (*Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr.).	Bidder request to consider following : Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 no's of schedule commercial bank* / Enterprise/Government/PSU. (*Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr.).	Please refer Addendum

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
39	32	Annexure 02 – Evaluation Terms	Must have experience in implementation / migration of critical banking applications of one organization on hybrid cloud infrastructure which must include the following: •Customer Channel – Mobile Banking, Internet banking etc. (at least one) •Customer Relationship Management / Lending Applications (LOS, LMS etc.) (at least one) •Payment Systems (at least one)	Bidder request to consider following : Must have experience in implementation / migration of any applications of one organization on hybrid cloud infrastructure.	No change
40	33	Annexure 02 – Evaluation Terms	Must have one large private cloud implementation# in Bank*. * Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr. # As per NIST Definition & Standards	Bidder request following changes : Must have one large private cloud implementation# in Bank/PSU/Government /Enterprise*. * Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr. # As per NIST Definition & Standards	Please refer Addendum
41	33	Annexure 02 – Evaluation Terms	Must be implementation partner and having capabilities with minimum 3 large public cloud service provider (CSP) in India.	Bidder request following changes : Must be implementation partner and having capabilities with minimum 3 large public cloud service provider (CSP) in India /Global.	Please refer Addendum
42	33	Annexure 02 – Evaluation Terms	The Bidder should have at least 2000 cloud resources (In India) on its rolls across areas like cloud and related technologies.	Bidder request following changes : The Bidder should have at least 2000 cloud resources (In India/Global) on its rolls across areas like cloud and related technologies.	Please refer Addendum
43		Point 3	III. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. 3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.	Bidder understand as per these clauses Consortium is allowed. Please confirm otherwise.	Please refer eligibility criteria of the RFQ/Addendum. Consortium is not allowed.

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
44			Additional clause proposed by bidder	<p>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 actuals and limited to the Total Contract Value.</p> <p>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 third party claims relating to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights shall be unlimited.</p> <p>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.</p> <p>Under no circumstances BOB shall be liable to the Service Provider for 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.</p> <p>Subject to any law to the contrary, and to the maximum extent permitted by law, neither Party shall be liable to other for any consequential/ incidental, special, exemplary including but not limited to, any loss of use, loss of data, business interruption, and loss of income on profits, revenue, goodwill, or indirect damages arising out of this agreement.</p> <p>All employees engaged by the party shall be in sole employment of the party and both the 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>	Not acceptable to Bank

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
45	13 and 44	14.e and Section 8, Integrity Pact	Conduct an audit of the services provided by the bidder.	<p>The Bidder suggests that audit be limited to the specific project. Bidder request bank to allow to accommodate reasonable audit rights, but requests the inclusion of specific exclusions and clarifications to protect its interests. Further, in case of a successful bid, we request that the bidder be entitled to add this bid as a credential for future bids without the prior written consent of the Bank. We submit that:</p> <p>BOB and its authorised representatives and chosen 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; or 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 BOB and its authorised representative 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 controlled/monitored by Bidder; 3.pay all Bidder costs associated with the audit at current time and material rates and submit any requests for Bidder assistance with an audit as a change request. <p>A third party auditor/inspector shall:</p> <ol style="list-style-type: none"> 1. not be a competitor of Bidder or a third party in dispute / conflict with Bidder; 2. execute a confidentiality agreement acceptable to Bidder; 3. be independent. 	No change
46	19	Section 18, RFP		<p>We submit inserting the current language :</p> <p>"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:</p> <ol style="list-style-type: none"> 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; <p>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

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
47	22	Section 20, RFP	The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this RFQ/RFP and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of the Bank. If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFQ/RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this RFQ/RFP.	Request to make this mutual	No change
48		Additional clause proposed by bidder	Customer acknowledges that personnel to be provided by HPE represent a significant investment in recruitment and training, the loss of which would be detrimental to HPE'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 HPE employee, or induce any such individual to leave the employ of HPE. For purposes of this clause, a HPE employee means any employee or person who has who has been involved in providing services under this Agreement.	Request to include this clause.	Not acceptable to Bank
49	10	8. Termination	Bank may terminate his contract/eligibility to participate in the RFQ/RFP 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.	Can the bank provide guidelines on the amount for performance bank guarantee?	Please refer RFQ clause 8. Termination, page no. 10 of RFQ for the Details.
50	33	Annexure 2: Eligibility Criteria	Must have one large private cloud implementation# in Bank*.	Since our organization spans multiple geographies and we have worked in global banks worldwide, can we share such credentials from other geographies where we have done similar transformation projects/program?	Please refer Addendum
51	31	Annexure 02 – Evaluation Terms	1. Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for at least 3 no's of schedule commercial bank*.	Since our organization spans multiple geographies and we have worked in global banks worldwide, can we share such credentials from other geographies where we have done similar transformation projects/program? We would be referring to RBI list of Schedule Banks.	Please refer Addendum
52	31	Annexure 02 – Evaluation Terms C Experience & support infrastructure	Documentary Proof to be attached along with order / contract copy or customer certified copy certifying satisfactory operations by the bidder mentioning the activities being performed. A self certified letter also to be attached.	We understand that for Eligibility cum Technical Criteria "Criteria C" for credentials submission there is an ask to submit a copy of engagement letter/work order with relevant details for each assignment to be furnished by the Bidders. However, due to our NDAs with clients and for confidentiality reasons we won't be able to submit the Work orders. We would really appreciate if you can allow us to submit Self-certified credentials from our Country Head or CEO or equivalent authority and/or Independent CA certified credentials.	No change
53	40	Annexure 07 – Project Details and Scope of Work	The Bank has recently shaped an Enterprise-Wide Cloud Adoption Strategy and implementation roadmap for migration of applications to hybrid multi-cloud architecture aligning to well-architected framework principles.	Based on the annexure the bank has stated that Cloud suitability report is already completed. Can you please share the existing Cloud suitability assessment report, disposition summary of applications and other cloud related documents.	Detailed Scope of Work will be published in RFP Document.

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
54	40	Annexure 07 – Project Details and Scope of Work	The Bank has recently shaped an Enterprise-Wide Cloud Adoption Strategy and implementation roadmap for migration of applications to hybrid multi-cloud architecture aligning to well-architected framework principles.	Has bank already designed the Target State Hybrid Multi-Cloud Architecture? If No, is the bidder expected to design the same for BoB along with defining the principles? If the Target State Architecture is already defined, please share the same with us and the underlying frameworks and/or principles which BoB has finalized.	Detailed Scope of Work will be published in RFP Document.
55	41	Annexure 07 – Project Details and Scope of Work	FinOps Capabilities covering various cloud landscapes to track utilization and make decisions on deployment/migration of applications to target cloud landscape	Can the bidder bring its own tools or will Bank of Baroda procure cloud financial management(CFM) tool licenses?	Detailed Scope of Work will be published in RFP Document.
56	41	Annexure 07 – Project Details and Scope of Work	Business continuity and disaster recovery capabilities to ensure resilient technology landscape	Does BoB have BC/DR strategy defined? If No, is the bidder expected to establish the strategy?	Detailed Scope of Work will be published in RFP Document.
57				What is the backup strategy and data retention? if any	No Change Detailed Scope will be published in RFP Document.
58				Is the bidder expected to setup DR for BoB?	No Change Detailed Scope will be published in RFP Document.
59				Please clarify if the bidder is required to deploy and configure if any specific 3rd party tools (non- cloud native tools) for backup, security, access management etc. If yes will they be able to provide details of the tools for effective solutioning	No Change Detailed Scope will be published in RFP Document.
60	41	Annexure 07 – Project Details and Scope of Work	NA	To propose the best solutions, requesting Bank to share the approximate current volumes- No. of workloads/applications/geographies etc. and data volume	Detailed Scope of Work will be published in RFP Document.
61	41	Annexure 07 – Project Details and Scope of Work	NA	Based on the current architecture and infrastructure, requesting the bank to share the current challenges faced and the volume / size of tickets generated	Detailed Scope of Work will be published in RFP Document.
62	41	Annexure 07 – Project Details and Scope of Work	NA	Please share the geography preference of BoB for setting up Public as well as private cloud.	Detailed Scope of Work will be published in RFP Document.
63	50	Termination and survival	The terms of this Agreement shall be for 12 months unless terminated by BOB with thirty days prior written notice to Bidder, however, this Agreement's provisions will survive as to Confidential Information that is disclosed before termination	The expected duration of the project is Five years as mentioned on Page 9 - Contract Period. Please clarify if terms of this agreement will be applicable for 12 months or 5 Years from start of the contract.	Terms of the agreement will be applicable for 5 years project duration.
64	50	No Liability	Bidder understands and agrees that neither the BOB nor any of its directors, officers, employees, agents, advisors or representatives (i) have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or (ii) shall have any liability whatsoever to Bidder or its Affiliates relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.	We request the bank to make this mutual. Both parties should not be liable for indirect loss. Also requesting the banks to quantify the value of the injunctive relief/damages/liabilities	No change

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
65	49	INDEMNITY	The Bidder acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the BOB for which monetary damages may be difficult to ascertain or an inadequate remedy. The Bidder therefore agrees that the BOB will have the right, in addition to its other rights and remedies, to seek injunctive relief and damages for any violation of this Agreement.	We request the bank to make this mutual. Both parties should not be liable for indirect loss. Also requesting the banks to quantify the value of the injunctive relief/damages/liabilities	No change
66			Additional clause proposed by bidder	Please insert the following clause on limitation of liability: Notwithstanding anything else contained herein or any other document to the maximum extent allowed by local laws, the maximum aggregate liability of the provider under this agreement irrespective of whether it arises under contract, tort, negligence, strict liability, indemnity, or other legal theory shall be limited to proven direct damages and shall not exceed the total contract value. The foregoing shall not limit a party's liability for bodily injury or death arising from party's negligence, claims of infringement of third party IP rights, and breach of confidentiality.	No change
67	10	Section 8	8.1. Bank reserves the right to terminate this RFQ/RFP at any stage without any notice or assigning any reason. 8.2. At any time during the course of the RFQ/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 Qualification/ 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/eligibility to participate in the RFQ/RFP 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. 8.3. 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. 8.4. Notwithstanding above, Bank reserves the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part, without assigning any reason, by giving Service Provider at least 90 days prior notice in writing.	We request that a notice period of atleast 30 days be provided to the bidder in case of termination for default.	No change
68	9	4. Contract Period:	Forward transition will start 6 months before start of the contract and reverse transition will be 6 months before end of contract. During the forward transition, new SI will take handover from existing SI in the first 3 months and in the next 3 months the new SI will run & front end the daily operations under observation of existing SI.	Since duration of the contract is 5 years, does the statement mean Bidder is expected to consider 5 years and 6 months (including forward transition). Kindly confirm	The Forward and Reverse Transition periods will be in addition to the 5 year period. Contract will be suitably worded.

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
69	40	Annexure 07 – Project Details and Scope of Work	As a part of this proposed program, the Bank is establishing a Cloud Center of Excellence (CCoE) which will be instrumental in implementing the target hybrid multi cloud architecture, deploy and migrate applications, enable security and governance along with necessary processes, tools, and technologies for smooth operations.	Please provide the baselines (infrastructure, applications amongst others) that would be a part of this RFP	Detailed Scope of Work will be published in RFP Document.
70	40	Annexure 07 – Project Details and Scope of Work	As a part of this proposed program, the Bank is establishing a Cloud Center of Excellence (CCoE) which will be instrumental in implementing the target hybrid multi cloud architecture, deploy and migrate applications, enable security and governance along with necessary processes, tools, and technologies for smooth operations.	Please confirm if the Bank is looking for a CAPEX investment or is the same expected in an OPEX model. Kindly share relevant payment terms for hardware, software, licenses, implementation and post implementation managed services	No change, Detailed Scope of Work will be published in RFP Document.
71	40	Annexure 07 – Project Details and Scope of Work	Augment Bank's existing landscape to build a private cloud	Please provide details on the Bank's current landscape with architecture diagrams to understand what can be leveraged for augmentation	Detailed Scope of Work will be published in RFP Document.
72	40	Annexure 07 – Project Details and Scope of Work	Establish a Public Cloud Environment for Bank to enable IaaS / PaaS and Cloud Native services to migrate the existing on-prem applications to Public Cloud in various dispositions i.e., Rehost, Replatform, Re-architect. Selection of Public Cloud Service provider would be done by the Bank separately and the SI is expected to demonstrate design, build, deploy, manage capabilities of any public cloud landscape.	Please share detailed baselines which will come under scope of the same	Detailed Scope of Work will be published in RFP Document.
73	40	Annexure 07 – Project Details and Scope of Work	Establish a Public Cloud Environment for Bank to enable IaaS / PaaS and Cloud Native services to migrate the existing on-prem applications to Public Cloud in various dispositions i.e., Rehost, Replatform, Re-architect. Selection of Public Cloud Service provider would be done by the Bank separately and the SI is expected to demonstrate design, build, deploy, manage capabilities of any public cloud landscape.	Please confirm who would need to provide the hardware, software and connectivity for setting up this environment. If Bidder is expected to, please confirm if the above would be in Bank's name or Bidder's name (&CAPEX or OPEX with payment terms, as indicated above)	Detailed Scope of Work will be published in RFP Document.
74	40	Annexure 07 – Project Details and Scope of Work	Establish a hybrid multi-cloud management platform to manage the private and public cloud landscapes and ensure comprehensive security of the technology landscape of the Bank	Does the Bank expect the service provider to build a Cloud Management Platform dedicatedly for the Bank to manage its environment. Please share more details on the expectation	Detailed Scope of Work will be published in RFP Document.
75	40	Annexure 07 – Project Details and Scope of Work	Provide Managed Services to ensure smooth technology operations which will dovetail into Bank's overall Cloud Operating Model	Please confirm if the Bank is looking for an on-premise dedicated team at Bank's premises for Managed Services or would the Bank be open to look at remote shared support services from Bidder's platform	Detailed Scope of Work will be published in RFP Document.
76	40	Annexure 07 – Project Details and Scope of Work	Provide Managed Services to ensure smooth technology operations which will dovetail into Bank's overall Cloud Operating Model	In case of on-premise dedicated team, please confirm who would need to provide tools for monitoring & management of the environment (including but not limited to monitoring, ticketing, asset management, software license management, patch management, AV management)	Detailed Scope of Work will be published in RFP Document.
77	40	Annexure 07 – Project Details and Scope of Work	Provide Managed Services to ensure smooth technology operations which will dovetail into Bank's overall Cloud Operating Model	In case of on-premise dedicated team, if Bank is providing the tools, please share the names and versions of the tools that will be utilized	Detailed Scope of Work will be published in RFP Document.
78	40	Annexure 07 – Project Details and Scope of Work	Provide Managed Services to ensure smooth technology operations which will dovetail into Bank's overall Cloud Operating Model	In case of on-premise dedicated team, please confirm at which location of the Bank would the team be needed to be stationed at	Detailed Scope of Work will be published in RFP Document.

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
79	40	Annexure 07 – Project Details and Scope of Work	Provide Managed Services to ensure smooth technology operations which will dovetail into Bank's overall Cloud Operating Model	Also please provide the list of locations where the Bank envisages "Hands & Feet" support or on-call support over & above the indicated dedicated team	Detailed Scope of Work will be published in RFP Document.
80	40	Annexure 07 – Project Details and Scope of Work	Provide Managed Services to ensure smooth technology operations which will dovetail into Bank's overall Cloud Operating Model	Incase of on premise dedicated team, please confirm if Bank would provide the relevant infrastructure to the team to support (laptop/desktop/dongle etc)	Detailed Scope of Work will be published in RFP Document.
81	40	Annexure 07 – Project Details and Scope of Work	Provide Managed Services to ensure smooth technology operations which will dovetail into Bank's overall Cloud Operating Model	Incase of shared support services from Bidder's platform, please confirm if the Bidder can use its integrated platform (covering monitoring and ticket tools) to provide support to the Bank's environment	Detailed Scope of Work will be published in RFP Document.
82	40	Annexure 07 – Project Details and Scope of Work	Provide Managed Services to ensure smooth technology operations which will dovetail into Bank's overall Cloud Operating Model	Incase of shared support services from Bidder's platform, team will leverage its own infrastructure (laptop/desktop) which will be under NTT's security policies. Please confirm if the same is suitable to the Bank	Detailed Scope of Work will be published in RFP Document.
83	40	Annexure 07 – Project Details and Scope of Work	Provide Managed Services to ensure smooth technology operations which will dovetail into Bank's overall Cloud Operating Model	Please confirm the Service Window of Managed Services operations expected by the Bank	Detailed Scope of Work will be published in RFP Document.
84	40	Annexure 07 – Project Details and Scope of Work	Provide Managed Services to ensure smooth technology operations which will dovetail into Bank's overall Cloud Operating Model	Since initial phase of the contract would be setting up the CCOE, please confirm on the timeline envisaged by the Bank for Managed Services	Detailed Scope of Work will be published in RFP Document.
85	40	Annexure 07 – Project Details and Scope of Work	Provide Managed Services to ensure smooth technology operations which will dovetail into Bank's overall Cloud Operating Model	Please confirm if the Bank expects Managed Services to be provided only for the setup done by Bidder. Would these include applications migrated to the cloud as well or only the underlying infrastructure/OS/DB provided. Kindly share the detailed technology and location wise baseline that is expected to be covered in Managed Services phase.	Detailed Scope of Work will be published in RFP Document.
86	9	5. Sub - Contracting:	The Service Provider is not allowed to subcontract any service related to core infrastructure / product / Software (development, maintenance, product management, program management, application performance monitoring etc.).	While Program Manager would Bidder on-role resource, please confirm if Bidder can leverage sub-contracted resources for other functions during Implementation/Setup and Managed Services phase.	Pls refer RFQ clause 5.Sub contracting, Page No. 9
87	31	C 1	Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 no's of schedule commercial bank*. (*Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr.).	Kindly change this clause to "Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 No. of BFSI customer". Also remove the revenue criteria mentioned.	Please refer Addendum
88	32	C 2	Must have experience in implementation / migration of critical banking applications of one organization on hybrid cloud infrastructure which must include the following: <input type="checkbox"/> Customer Channel – Mobile Banking, Internet banking etc. (at least one) <input type="checkbox"/> Customer Relationship Management / Lending Applications (LOS, LMS etc.) (at least one) <input type="checkbox"/> Payment Systems (at least one)	Kindly modify this clause to include - Must have experience in Implementation/migration/management of critical banking applications of one organization on hybrid cloud infrastructure which must include the following: <input type="checkbox"/> Customer Channel – Mobile Banking, Internet banking etc. (at least one) <input type="checkbox"/> Customer Relationship Management / Lending Applications (LOS, LMS etc.) (at least one) <input type="checkbox"/> Payment Systems (at least one)	No change

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
89	33	C 3	Must have one large private cloud implementation# in Bank*. * Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr. # As per NIST Definition & Standards	Request you to kindly allow reference in BFSI organization rather than the Bank. Also, kindly remove the revenue criteria mentioned.	Please refer Addendum
90	33	C 5	The Bidder should have at least 2000 cloud resources (in India) on its rolls across areas like cloud and related technologies.	Kindly reduce the count to 100+ Cloud resources.	Please refer Addendum
91	10	8	Termination	The Bidder requests the following changes: a) Sections 8.1 and 8.4 to be made mutual. b) Section 8.2 is to be changed as follows: "At any time during the course of the RFQ/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 Qualification/ Request for Proposal has not been met by the bidder or the bidder has made gross negligence or willful misconduct which has caused the violation of any law, Bank may terminate his contract/eligibility to participate in the RFQ/RFP and may invoke performance bank guarantee or forfeit the security deposit as the case may be." c) Section 8.3 is to be changed as follows: "After the award of the contract, if the selected bidder does not perform as per service level agreement or delays execution of the contract the Bank has the right to obtain service credit as agreed under the relevant service level agreement. 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."	No change
92	13	15	General terms and conditions: The RFQ document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.	We request the Bank to allow the Bidder to evaluate the RFP terms upon the selection and review Service/Deliverable terms at the time of selection.	No change
93	16	15.32	General terms and conditions: Responses to this RFQ should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.	We request the bank to share a notification and allow a chance to rectify the services before rejecting.	No change. This clause relates to RFQ process only.

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
94	16	15.34	General terms and conditions: The terms and conditions as specified in the RFQ and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing	We request the Bank to allow the Bidder to evaluate the RFP terms upon the selection and review Service/Deliverable terms at the time of selection. The RFQ terms should not be applicable since the product & commercials are not identified at this stage.	No change
95	19	17	Disclaimer: Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFQ document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.	We request that the bank to include the following disclaimer for the Bidder: "EXCEPT FOR WARRANTIES EXPRESSLY MADE HEREIN, SUPPLIER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT."	No change
96	19	18	Indemnity	We request that the bank restrict the indemnity as follows: "Each Party shall indemnify the other from and against any claims by third parties (including any governmental authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct. BIDDER SHALL IN NO EVENT BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY BIDDER PURSUANT TO THE APPLICABLE COF/PO GIVING RISE TO THE LIABILITY. NOTWITHSTANDING THE ABOVE, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS LIMITING THE LIABILITY OF EITHER PARTY FOR (A) PERSONAL INJURY OR DEATH RESULTING FROM THE NEGLIGENCE OF A PARTY OR ITS EMPLOYEES, (B) FRAUD OR FRAUDULENT MISREPRESENTATION, OR (C) WILFUL MISCONDUCT." Further, since this is an RFQ, indemnity and liabilities in relation to the services and deliverables should be deleted and can be identified during the RFP stage.	No change
97	21	19	Confidentiality	We request the Bank to revise this provision to mutual clause	No change

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
98	22	21	Assignment	We request the bank include the below provision: "neither Party may assign this RFP and/or a COF/PO without first obtaining the other Party's written consent; except, however, that either Party may assign this RFP and/or a COF to an affiliate or as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets by providing advance written notice to the other Party of any such proposed assignment. Any such assignment by Bidder shall be conditioned on a determination by Bidder that the assignee is at least as creditworthy as customer. Any purported assignment in contravention of this clause shall be invalid and the assigning Party shall remain bound. This Agreement and/or the relevant COF/PO will bind and inure to the benefit of each Party and each Party's successors and permitted assigns. "	No change
99			Annexure 07 - High Level Scope	Can bidder propose their own Cloud offering (Multi-tenant) while meeting the criteria set for Public Clouds or this only needs to be either Microsoft Azure, Google GCP or Amazon AWS. In that case can the bidder provide design, build, deploy, manage capabilities of its own cloud?	Detailed Scope of Work will be published in RFP Document.
100			Annexure 07 - High Level Scope	Does Bank already have a list of approved Open Source platforms that bidder can provide?	Detailed Scope of Work will be published in RFP Document.
101			Annexure 07 - High Level Scope - FinOps Capabilities covering various cloud landscapes to track utilization and make decisions on deployment/migration of applications to target cloud landscape	Could the bank kindly clarify on the expectation on this point?	Detailed Scope of Work will be published in RFP Document.
102	40	Annexure 07	Establish a private cloud on-prem in Bank's own Data Center and Co-Lo Data Centers. Bidders are open to explore the possible options to enable a scalable and future-proof private cloud: <input type="checkbox"/> Augment Bank's existing landscape to build a private cloud <input type="checkbox"/> Establish a fresh private cloud using alternate stack options comprising COTS and Open Source Products with adequate critical support	Where is the current in house setup located (City)? Who manages the complete infrastructure?	Detailed Scope of Work will be published in RFP Document.
103	40	Annexure 07		In which DC is the colocated setup residing(datacenter name and City)? Who manages the complete infrastructure?	Detailed Scope of Work will be published in RFP Document.
104	40	Annexure 07		Where is the DR setup located? Who manages the complete infrastructure?	Detailed Scope of Work will be published in RFP Document.
105	40	Annexure 07	Establish a Public Cloud Environment for Bank to enable IaaS / PaaS and Cloud Native services to migrate the existing on-prem applications to Public Cloud in various dispositions i.e., Rehost, Replatform, Re-architect. Selection of Public Cloud Service provider would be done by the Bank separately and the SI is expected to demonstrate design, build, deploy, manage capabilities of any public cloud landscape.	On which hyperscalers is the current setup running? Who is the CSP and MSP? current	Detailed Scope of Work will be published in RFP Document.
106	40	Annexure 07	Execute migrations of the applications to respective Clouds based on the disposition considered by the Bank	Who is currently managing applications for the Bank currently?	Detailed Scope of Work will be published in RFP Document.
107	40	Annexure 07	Business continuity and disaster recovery capabilities to ensure resilient technology landscape	What is the current RTO and RPO? Is there a near DR scenario in place? if yes please share details	Detailed Scope of Work will be published in RFP Document.

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
108	40	Annexure 07	Establish a Public Cloud Environment for Bank to enable IaaS / PaaS and Cloud Native services to migrate the existing on-prem applications to Public Cloud in various dispositions i.e., Rehost, Replatform, Rearchitect. Selection of Public Cloud Service provider would be done by the Bank separately and the SI is expected to demonstrate design, build, deploy, manage capabilities of any public cloud landscape	Is there any legacy application that the bank plans to make it cloud ready?	Detailed Scope of Work will be published in RFP Document.
109	31	C	Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 no's of schedule commercial bank*. (*Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr.).	We request to modify this clause to following: "Must have implemented and managed Hybrid (Private and /or Public) Cloud Infrastructure for atleast 3 customers"	Please refer Addendum
110	32	C2	Must have experience in implementation / migration of critical banking applications of one organization on hybrid cloud infrastructure which must include the following: <input type="checkbox"/> Customer Channel – Mobile Banking, Internet banking etc. (at least one) <input type="checkbox"/> Customer Relationship Management / Lending Applications (LOS, LMS etc.) (at least one)	We request to modify this clause to following: "Must have experience in implementation / migration of critical applications of one organization on hybrid/public cloud infrastructure"	No change
111	33	C3	Must have one large private cloud implementation# in Bank*. * Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr. # As per NIST Definition & Standards	We request to modify this clause to following: "Must have one large Bank OR Retail customer with customer's revenue >INR 750 CR"	Please refer Addendum
112	33	C5	The Bidder should have at least 2000 cloud resources (In India) on its rolls across areas like cloud and related technologies.	We request to modify this clause to following: The Bidder should have at least 200 + cloud resources (In India) across areas like cloud and related technologies.	Please refer Addendum
113	41	Annexure 07	Automation capabilities for deployment and operations to enable a strong DevSecOps practice	Could the bank kindly clarify on the expectation on this point?	Detailed Scope of Work will be published in RFP Document.
114	33	A. Eligibility cum Technical Bid	The bidder shall not be engaged with BoB in any kind of cloud related engagements in the past.	We are not involved with BOB. however, we have an engagement with one of the BOB subsidiaries. Please confirm our eligibility.	You are eligible to participate in this RFQ process.
115	31	Section 2C/1	Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 no's of schedule commercial bank*. (*Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr.).	Can we showcase global citations in this criteria?	Please refer Addendum

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
116		Section 2C/3	Must have one large private cloud implementation# in Bank*. * Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr. # As per NIST Definition & Standards	Can we showcase global citations in this criteria?	Please refer Addendum
117		Section 2C/5	The Bidder should have at least 2000 cloud resources (In India) on its rolls across areas like cloud and related technologies.	Is there any relaxation possible on the total number of resources criteria?	Please refer Addendum
118	40	c/High Level Scope of the program would be	Establish a hybrid multi-cloud management platform to manage the private and public cloud landscapes and ensure comprehensive security of the technology landscape of the Bank	Is the client using any cloud services from any major CSP already? OR Does the client have any preference for any CSPs?	Detailed Scope of Work will be published in RFP Document.
119	40	c/High Level Scope of the program would be	Establish a hybrid multi-cloud management platform to manage the private and public cloud landscapes and ensure comprehensive security of the technology landscape of the Bank	Is there any specific pre-identified component of the client's tech stack that needs to remain on-premise in the target system?	Detailed Scope of Work will be published in RFP Document.
120	40	b/High Level Scope of the program would be	Establish a Public Cloud Environment for Bank to enable IaaS/PaaS and Cloud Native services to migrate the existing on-prem applications to Public Cloud in various dispositions i.e., Rehost, Replatform, Rearchitect. Selection of Public Cloud Service provider would be done by the Bank separately and the SI is expected to demonstrate design, build, deploy, manage capabilities of any public cloud landscape.	How many environments does the client have/want for their applications	Detailed Scope of Work will be published in RFP Document.
121	40	d/High Level Scope of the program would be	Execute migrations of the applications to respective Clouds based on the disposition considered by the Bank	Does the client plan to migrate to microservice based architecture from Monolithic or SOA based one as a part of this engagement?	Detailed Scope of Work will be published in RFP Document.
122	40	d/High Level Scope of the program would be	Execute migrations of the applications to respective Clouds based on the disposition considered by the Bank	Are there any 3rd party integrations with external systems necessary with the final migrated system ?	Detailed Scope of Work will be published in RFP Document.
123	40	f/High Level Scope of the program would be	Business continuity and disaster recovery capabilities to ensure resilient technology landscape	How many DR environments do the client want/have? Does the client have any preference as per the type of DC-DR replication they want? Or are they open to suggestion from the SI	Detailed Scope of Work will be published in RFP Document.
124	41	f/High Level Scope of the program would be	Identity and Access Management covering entire identity lifecycle of enterprise users who would consume services from various clouds Security capabilities aligned to Bank's Cloud Policy, Information Security and Cyber Security Policies, extant regulatory guidelines, and cloud security standards	Is there any specific set of Security Standards, Compliance rules & best practices that the SI needs to adhere to (both BoB or Govt specific & International)	Detailed Scope of Work will be published in RFP Document.
125	9	Contract Period	The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees as per the requirements of the contract executed between the Bank and the Bidder.	Since the Bank's requirements are very comprehensive in nature and will have multiple dependencies on Bank, the sign off may get delayed for a multiple reasons which are beyond bidder's controls. Thus we request the bank to incorporate deemed acceptance within 60 days of solution running successfully after going live.	No change

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
126	10	8.Termination	Bank reserves the right to terminate this RFQ/RFP at any stage without any notice or assigning any reason. At any time during the course of the RFQ/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.	We propose that in the event of termination, customer will be liable for payment for all the Services rendered up to the effective termination date irrespective of milestone achieved, any unamortized value of investment, all expenses bidder incurs in terminating the services and prepaid expenses to vendors in the event of termination. Additionally, Termination fees of 5% of remaining contract value needs to be paid to bidder in the event of Termination for convenience.	No change
127	14	Acceptance of Terms	The bidder will, by responding to the Bank's RFQ document, be deemed to have accepted the terms as stated in this RFQ document	As it is a large transformation project that will involve multiple stakeholders from the bidders' teams, we expect to receive inputs from stakeholders as we progress in the solutioning. Additionally, more inputs can be expected from OEMs and Partners. Thus we request the Bank to allow bidders to submit the bid with deviations	No change
128	29	A. Eligibility cum Technical Bid	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India for last 5 years	Request you to modify the clause as: The Bidder or Bidder's Parent company (incase bidder is 100% owned subsidiary of its Parent company) must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India for last 5 years	No change
129	30	A. Eligibility cum Technical Bid	The Bidder must have registered average annual turnover of Rs. 500 Crores or above during the last three completed financial years – 2019-20, 2020-21 and 2021-22 from Indian operations only (Not inclusive of the turnover of associate companies).	Request you to modify the clause as: The Bidder must have registered average annual turnover of Rs. 500 Crores or above during the last three completed financial years – 2020-21 , 2021-22 and 2022-23 from Indian operations only (Not inclusive of the turnover of associate companies).	Please refer Addendum
130	31	A. Eligibility cum Technical Bid	The Bidder must be Net profit making entity continuously for the last three years i.e. financial years – 2019-20, 2020-21 and 2021-22	Request you to modify the clause as: The Bidder must be Net profit making entity continuously for the last three years i.e. financial years – 2020-21, 2021-22 and 2022-23	Please refer Addendum
131	31	A. Eligibility cum Technical Bid	Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 no's of schedule commercial bank*. (*Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr.).	Request you to modify the clause as: Must have implemented and managed Hybrid (Private + Public) Multi Cloud Infrastructure for atleast 3 no's of BFSI/ Govt/ PSU or any large private organization.	Please refer Addendum
132	32	A. Eligibility cum Technical Bid	Must have experience in implementation / migration of critical banking applications of one organization on hybrid cloud infrastructure which must include the following: <input type="checkbox"/> Customer Channel – Mobile Banking, Internet banking etc. (at least one) or <input type="checkbox"/> Customer Relationship Management / Lending Applications (LOS, LMS etc.) (at least one) <input type="checkbox"/> Payment Systems (at least one)	Request you to modify the clause as: Must have experience in implementation / migration of banking applications of one organization on cloud infrastructure which must include the following: <input type="checkbox"/> Customer Channel – Mobile Banking, Internet banking etc. (at least one) or <input type="checkbox"/> Customer Relationship Management / Lending Applications (LOS, LMS etc.) (at least one) or <input type="checkbox"/> Payment Systems (at least one)	No change

S.No.	Page #	Point/Section	Clauses mentioned in RFQ Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder's query
133	33	A. Eligibility cum Technical Bid	Must have one large private cloud implementation# in Bank*. * Total Business mix of the entity must be Rs. 1,00,000 Cr. or Total Turnover or Revenue of the entity must be Rs. 50,000 Cr. # As per NIST Definition & Standards	Request you to modify the clause as: Must have one large private cloud implementation in BFSI/ Govt/ PSU or any large private organization.	Please refer Addendum
134	33	A. Eligibility cum Technical Bid	The Bidder should have at least 2000 cloud resources (In India) on its rolls across areas like cloud and related technologies.	Request you to modify the clause as: The Bidder should have at least 200 cloud resources (In India) on its rolls across areas like cloud and related technologies.	Please refer Addendum
135	3	[B] Important Clarifications:	16. Recipient, Respondent, Vendor, Bidder, SI (System Integrator) means the respondent to the RFP/RFQ document	We have undergone restructuring of our company business resulting in formation of subsidiary company to focus on specific line of business of the RFP (operational from Feb 2020). Hence the subsidiary bidding company will have to relay on its parent company to comply with the Existance, Experiance & financial ability to comply with the Eligibility clauses of the RFP. Hence request you to consider Credentials of the Parent company if the Bidding company is a recent entity born out of merger/ demerger or restructuring of the previous/parent company.	Please refer addendum
136	29	A. Eligibility cum Technical Bid	The Bidder would need to provide supporting documents as part of the eligibility proof.	We have undergone restructuring of our company business resulting in formation of subsidiary company to focus on specific line of business of the RFP (operational from Feb 2020). Hence the subsidiary bidding company will have to relay on its parent company to comply with the Existance, Experiance & financial ability to comply with the Eligibility clauses of the RFP. Hence request you to consider Credentials of the Parent company if the Bidding company is a recent entity born out of merger/ demerger or restructuring of the previous/parent company.	Please refer Addendum