

**[A] Important Dates:**

<b>Sr. No.</b>	<b>RFP / Bid</b>	<b>Timeline</b>
1	Last Date of Submission of RFP Response (Closing Date)	<b>03:00 PM on 10<sup>th</sup> August, 2023</b>
2	Eligibility Cum Technical Bid Opening Date	<b>03:30 PM on 10<sup>th</sup> August, 2023</b>

**Addendum to following Annexure:**

1. Annexure 02 – Evaluation Terms (A. Eligibility cum Technical Bid Evaluation)
2. Annexure 12 – Project Scope of Work

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

All other Terms & Conditions are same as per our RFP for Supply, Implementation and Support of Anti-Money Laundering (AML) Solutions for Bank of Baroda sponsored RRBs (Bid Number: GEM/2023/B/3680491 dated 12<sup>th</sup> July 2023).

Sr. No.	Clause in RFP	Clarifications/ Changes made
1	<p><b>Annexure 02 – Evaluation Terms</b></p> <p><b>A. Eligibility cum Technical Bid Evaluation (A General):</b></p> <p>.....</p> <p>.....</p> <p>1. Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 3 years (as on RFP date).</p> <p>.....</p> <p>.....</p>	<p><b>Annexure 02 – Evaluation Terms</b></p> <p><b>A. Eligibility cum Technical Bid Evaluation (A General):</b></p> <p>.....</p> <p>.....</p> <p>1. Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 3 years (as on RFP date).</p> <p><b>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 does not apply in the same RFP process and Novation / other relevant agreements are in place.</b></p> <p>.....</p> <p>.....</p>
2	<p><b>Annexure 02 – Evaluation Terms</b></p> <p><b>A. Eligibility cum Technical Bid Evaluation (B Financial):</b></p> <p>.....</p> <p>.....</p> <p>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*</p> <p>OR</p> <p>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.</p> <p>* If 2021-22 Financial Statements of any bidder is unaudited, then Financial statements for 2018-19, 2019-20 and 2020-21 will be considered, along with</p>	<p><b>Annexure 02 – Evaluation Terms</b></p> <p><b>A. Eligibility cum Technical Bid Evaluation (B Financial):</b></p> <p>.....</p> <p>.....</p> <p>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*</p> <p>OR</p> <p>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.</p> <p>* If 2021-22 Financial Statements of any bidder is unaudited, then Financial statements for 2018-19, 2019-20 and 2020-21 will be considered, along with</p>

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	<p>an undertaking letter from the bidder that FY 2021-22 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 are to be submitted.</p> <p>.....</p> <p>.....</p>	<p>an undertaking letter from the bidder that FY 2021-22 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 are to be submitted.</p> <p><b>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 does not apply in the same RFP process and Novation / other relevant agreements are in place.</b></p> <p>.....</p> <p>.....</p>
3	<p><b>Annexure 02 – Evaluation Terms</b></p> <p><b>A. Eligibility cum Technical Bid Evaluation (D. Experience &amp; Support Infrastructure):</b></p> <p>.....</p> <p>.....</p> <p>4. The OSD shall ensure that the solution is complied with all the regulatory guidelines of GOI / RBI and also adheres to requirements of IT Act 2000 (including amendments in IT Act 2008 and IT Act Rules, 2011) and amendments thereof from time-to-time.</p> <p>.....</p> <p>.....</p>	<p><b>Annexure 02 – Evaluation Terms</b></p> <p><b>A. Eligibility cum Technical Bid Evaluation (D. Experience &amp; Support Infrastructure):</b></p> <p>.....</p> <p>.....</p> <p>4. The OSD / <b>Bidder</b> shall ensure that the solution is complied with all the regulatory guidelines of GOI / RBI and also adheres to requirements of IT Act 2000 (including amendments in IT Act 2008 and IT Act Rules, 2011) and amendments thereof from time-to-time.</p> <p>.....</p> <p>.....</p>
4	<p><b>Annexure 13 – Project Scope of Work</b></p> <p><b>A. General Scope of Work for proposed Solution:</b></p> <p>.....</p> <p>.....</p> <p>9. The proposed solution should migrate the existing data and archive data</p>	<p><b>Annexure 13 – Project Scope of Work</b></p> <p><b>A. General Scope of Work for proposed Solution:</b></p> <p>.....</p> <p>.....</p> <p><del>9. The proposed solution should migrate the existing data and archive data</del></p>

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	<p>consisting of open/closed alerts of the existing AML solution and would be readily available for inquiry purposes.</p> <p>.....</p> <p>.....</p>	<p><del>consisting of open/closed alerts of the existing AML solution and would be readily available for inquiry purposes.</del></p> <p><b>Above clause stands deleted as does not require data migration from existing AML setup.</b></p> <p>.....</p> <p>.....</p>
5	<p><b>Annexure 13 – Project Scope of Work A. General Scope of Work for proposed Solution:</b></p> <p>.....</p> <p>.....</p> <p>30. Security Information &amp; Event Management (SIEM) solution is under implementation in our RRBs. It would be bidder’s responsibility to integrate proposed AML solution with SIEM whenever implemented by the Bank during the period of contract to generate alerts for any violations including IT Cyber Security related violations. Bidder is expected to support the Bank to send logs from the proposed configuration in an acceptable format to the SIEM solution or any such alert management solution implemented by the Bank during contract period of proposed solution without any additional cost.</p> <p>.....</p> <p>.....</p>	<p><b>Annexure 13 – Project Scope of Work A. General Scope of Work for proposed Solution:</b></p> <p>.....</p> <p>.....</p> <p><del>30. Security Information &amp; Event Management (SIEM) solution is under implementation in our RRBs. It would be bidder’s responsibility to integrate proposed AML solution with SIEM whenever implemented by the Bank during the period of contract to generate alerts for any violations including IT Cyber Security related violations. Bidder is expected to support the Bank to send logs from the proposed configuration in an acceptable format to the SIEM solution or any such alert management solution implemented by the Bank during contract period of proposed solution without any additional cost.</del></p> <p><b>Clause stands deleted.</b></p> <p>.....</p> <p>.....</p>
6	<p><b>Annexure 13 – Project Scope of Work B. AML Solution Technical / Functional requirement:</b></p> <p>.....</p> <p>.....</p> <p>7. Data migration from existing AML solution should be the sole responsibility of the selected Bidder. However, Bank</p>	<p><b>Annexure 13 – Project Scope of Work B. AML Solution Technical / Functional requirement:</b></p> <p>.....</p> <p>.....</p> <p><del>7. Data migration from existing AML solution should be the sole responsibility of the selected Bidder. However, Bank</del></p>

Sr. No.	Clause in RFP	Clarifications/ Changes made
	<p>shall co-ordinate for providing the required data from the existing systems. No manual data entry of master and transaction records should be done by the users. The data required in the proposed solution which is not available in the existing AML solution has to be extracted from other source systems and uploaded to the proposed solution by the bidder without any manual intervention.</p> <p>.....</p> <p>.....</p>	<p><del>shall co-ordinate for providing the required data from the existing systems. No manual data entry of master and transaction records should be done by the users. The data required in the proposed solution which is not available in the existing AML solution has to be extracted from other source systems and uploaded to the proposed solution by the bidder without any manual intervention.</del></p> <p><b>Above clause stands deleted as does not require data migration from existing AML setup.</b></p> <p>.....</p> <p>.....</p>
7	<p><b>Annexure 13 – Project Scope of Work Timelines for implementation:</b></p> <p>.....</p> <p>.....</p> <p>The maximum total timeline for complete Anti-Money Laundering (AML) Solution project implementation including Requirement Gathering, Supply, Design &amp; Development, Pilot testing, UAT, and Go Live shall be 16 weeks from the date of the acceptance of Purchase Order issued by the respective RRB and the readiness of the infrastructure to be provided by Bank. Bidder is required to strictly adhere with project implementation schedule of maximum 16 weeks for all three RRBs.</p> <p>.....</p> <p>.....</p>	<p><b>Annexure 13 – Project Scope of Work Timelines for implementation:</b></p> <p>.....</p> <p>.....</p> <p>The maximum total timeline for complete Anti-Money Laundering (AML) Solution project implementation including Requirement Gathering, Supply, Design &amp; Development, Pilot testing, UAT, and Go Live shall be <b>6 months from the date of Purchase Order issued by the respective RRB and the readiness of the infrastructure to be provided by Bank, whichever is later.</b> Bidder is required to strictly adhere with project implementation schedule of maximum <b>6 months for three RRBs all together.</b></p> <p>.....</p> <p>.....</p>

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
1	Bid Security / Earnest Money Deposit (Point 5.1, Page 9)	Bid Security (Earnest Money Deposit)" shall be paid through electronic mode or in the form of Bank Guarantee (Annexure 05) of an equal amount issued by a scheduled commercial Bank (other than Bank of Baroda) located in India. This Bid-security shall be valid for 8 months and to be submitted through the electronic mode to the below mention account.	Please confirm if bidder can submit the EMD in the form of Demand Draft.	Demand Draft will not be accepted.
2	Bid Security / Earnest Money Deposit (Point 5.1, Page 9)	Tender Fee/ Earnest Money Deposit	Our organization is registered as a "Medium" entity under MSME Act of Govt, of India, Request Bank to as per GFR 2017 Guidelines - Rule No. 161 wherein it is mentioned that MSME's should be exempted from payment of tender fees and EMD	The Bidder who fall under Micro & Small Enterprise (MSE) category are for exemption from EMD. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under Micro & Small Enterprise (MSE) category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD.
3	Preference to make in India initiative (Point 10)	The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product.	Please confirm whether it is mandatory to submit the Class-I/Class-II local content certificate for the quoted product. Will bidder self-certification be acceptable or not?	If the bidder wants to avail the Purchase preference, they must upload a certificate from the OSD regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.

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4	Termination (Point 11.1, Page 12)	Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.	Kindly delete this clause.	No change
5	Termination (Point 11.3, Page 12)	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	This being a product implementation, it would not be feasible for another party to take-over and complete the project since they would not possess requisite knowledge of product design, coding practices, etc.  We suggest the Bank to limit any penal action to applying penalties based on the extent of delay.	No change
6	Annexure 02 – Evaluation Terms --> Technical Evaluation (Page 56)		Request Bank to please share the technical evaluation Matrix	All the technical and functional requirements should to be complied by the bidder. Pls. refer to RFP clause technical & functional requirements under page 56.

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
7	Annexure 02 – Evaluation Terms --> A. Eligibility cum Technical Bid Evaluation --> B1. Financial (Page 27)	<p>The Bidder must have registered average annual turnover of Rs. 15 Crores or above (from Indian Operations only) during the last three completed financial years – 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies). Below clause is applicable for MSE/Start-ups:</p> <p>The Bidder must have registered average annual turnover of Rs. 8 Crores or above (from Indian Operations only) during the last three completed financial years – 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies).</p> <p>* If 2021-22 Financial Statements of any bidder is unaudited, then Financial statements for 2018-19, 2019-20 and 2020-21 will be considered, along with an undertaking letter from the bidder that FY 2021-22 statements are not audited. In this scenario Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 are to be submitted.</p>	<p>Quantum Data Engines (QDE), despite being a young company, is well qualified and possesses sufficient experience to supply and maintain the AML Solution for Bank of Baroda sponsored RRBs. Quantum Data Engines, through its AML solution (Compass AML), currently caters to India's largest private bank and has a range of clients across 14 AML jurisdictions in Asia, Africa, and ANZ. In India we are present at 30+ client locations.</p> <p>Our largest client has 6000+ branches. We are also deployed at three large commercial Banks in India with 1000+ branches and at the three largest urban cooperative banks in India. We also have an AML screening enablement project running at one of the top three public sector banks.</p> <p>We kindly request relaxation of the minimum average annual turnover requirement to 5 Crores.</p>	No change



S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
8	Annexure 02 – Evaluation Terms --> A. Eligibility cum Technical Bid Evaluation --> D1. Experience & Support Infrastructure (Page 29)	Bidder or OSD should submit at least two Indian references of proposed solution deployment in Commercial Banks / Financial Institutions / Govt. & Private Organizations in last 4 years. Solution implemented should be live and running successfully as on date of RFP. Bidder or OSD should provide written references describing the deployment use case and BOM supplied by the OSD or bidder	By Financial Institutions we understand it covers NBFC, DCCB and Coop. Sector Banks. Since AML Norms are common for all banks under RBI.	Yes, true
9	Annexure 02 – Evaluation Terms --> A. Eligibility cum Technical Bid Evaluation --> D1. Experience & Support Infrastructure (Page 29)	Bidder or OSD should submit at least two Indian references of proposed solution deployment in Commercial Banks / Financial Institutions / Govt. & Private Organizations in last 4 years. Solution implemented should be live and running successfully as on date of RFP. Bidder or OSD should provide written references describing the deployment use case and BOM supplied by the OSD or bidder	Request bank to consider references outside India as well as AML solution broadly covers all aspects on a global level. Bidder or OSD should submit at least two Indian / Outside India references of proposed solution deployment in Commercial Banks / Financial Institutions / Govt. & Private Organizations in last 4 years. Solution implemented should be live and running successfully as on date of RFP. Bidder or OSD should provide written references describing the deployment use case and BOM supplied by the OSD or bidder	No Change
10	Annexure 02 – Evaluation Terms --> A. Eligibility cum Technical Bid	The Bidder should be able to provide support and maintenance for the offered solution at Mumbai / Hyderabad as per the Bank requirement.	The Bidder should be able to provide support and maintenance for the offered solution at Mumbai / Hyderabad / Chennai as per the Bank requirement	No Change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
	Evaluation --> D2. Experience & Support Infrastructure (Page 29)			
11	Annexure 02 – Evaluation Terms --> A. Eligibility cum Technical Bid Evaluation --> C5. Technical (Page 29)	The bidder should have a valid ISO 9001/ ISO 27001 certification.	QDE is a software provider and has intensive experience in building and deploying AML solution across 14 AML jurisdictions in Asia, Africa, and ANZ. In India we are present at 30+ client locations. We are also fully compliant with the requirements specified in the RFP document.  QDE's Compass AML solution is OWASP compliant and has been audited and certified secure by SISA (an authorized agency of Cert.in) in 2023  Requesting relaxation of this requirement.	No Change
12	Annexure 02 – Evaluation Terms --> 2. Commercial Bids Terms (Page 31)	In case of any variation (upward or downward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder.	Request to cap the impact of such changes. For example, if the changes in rates is more than 100 basis points.	No change
13	Annexure 13 – Project Scope of Work --> A. General Scope of Work for proposed Solution (Point 2, Page 51)	The implementation includes scope to integrate the proposed solution with CBS (Finacle Core Banking Solution with existing version 7.0.18 as well as upgraded version 10.2.25 during the period of contract without any cost to the	What will be tentative timelines for implementing expected CBS upgrade?	CBS upgrade will get completed by January'2024

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
		Bank), c Banks Digital Transactions Channels and other ancillary banking applications as per Bank's requirement		
14	Annexure 13 – Project Scope of Work --> A. General Scope of Work for proposed Solution (Point 3, Page 51)	Proposed system should enhance experience through complete digitalization and streamlined operations that will enable seamless reporting with compliance of latest regulatory guidelines including FINnet 2.0 (or latest version if any other than FINet 2.0).	Has the RRBs implemented Finnet 2.0 automation?  Which is the existing AML system implemented at the 3 RRBs?	Finnet 2.0 is not implemented in RRBs. AMLOCK is implemented.
15	Annexure 13 – Project Scope of Work --> Project Objective (Page 51)	Details of Branches and RRBs are provided here	We understand that the Bank is looking for the centralized System at each RRBs separately. Please confirm if our understanding is correct.	Yes
16	Annexure 13 – Project Scope of Work --> A. General Scope of Work for proposed Solution (Point 7, Page 52)	The proposed solution would need to be integrated with the Core Banking Solution, Treasury (in future if implemented), Trade Finance (in future if implemented), Digital Channels of the Bank, other third party solutions if any and all-Watch list portals, etc. which are to be sourced of input data and the integration with all such channels should facilitate STP (Straight Through Processing) without any manual intervention.	What will be tentative timelines for implementing treasury and trade finance?	Not available currently

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17	Annexure 13 – Project Scope of Work --> A. General Scope of Work for proposed Solution (Point 16, Page 53)	The support service shall be provided by deploying one L1 and one L2 resources at Hyderabad/Mumbai for ensuring proper upkeep and maintenance of the solution including uploading of various list received time to time. Minimum Wage Clause and other regulations should be followed in the FM services	where will be DC located Hyderabad or Mumbai please confirm	Resources are required at Hyderabad
18	Annexure 13 – Project Scope of Work --> A. General Scope of Work for proposed Solution (Point 17, Page 53)	The proposed AML solution should provide a list manager to manage various black-lists provided by regulatory authorities such as lists provided by MHA under UAPA, OFAC - SDN lists, PEP lists, UNSCR lists, High risk countries list etc. It should also be possible to add new lists as and when they are introduced in future at no additional cost to the Bank. The lists should be updated straight through process (SFTP/API), as and when notifications are received from regulators. Users should also be able to create/maintain internal watch lists to monitor certain customers as and when required.	what does the bank mean by list manager please elaborate	To update Global Watch List (OFAC, UN, MHA) and Politically Exposed Person List as and when provided by the regulatory authorities in AML solution automatically.

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19	Annexure 13 – Project Scope of Work --> A. General Scope of Work for proposed Solution (Point 26, Page 54)	The Bidder should assist to Bank's Managed Service Provider for periodical backup /restoration/patch/updates/upgrades related activities pertaining to the Anti-Money Laundering Solution & related servers. Bidder shall provide required support during VAPT (External & Internal), IS Audit, Security Audit, various compliances required by government, regulatory compliances, cyber related compliances, etc. to the Bank. Bidder shall rectify the irregularities if any pertaining to AML Solution pointed out, during such Audits at no additional cost to the Bank.	We understand that source code audit, Information Security Audits , VAPT (External & Internal), IS Audit, Security Audit, various compliances required by government, regulatory compliances, cyber related compliances, etc. will be arranged by Bank. Bidder only has to provide support during the activity and rectify the irregularities. Please confirm our understanding	Yes, pls refer RFP terms.
20	Annexure 13 – Project Scope of Work --> A. General Scope of Work for proposed Solution (Point 24, Page 54)	The Bidder should maintain Uptime of 99.95% of the solution both at DC & DR during contract period.	Which all sites does the Bank want to include in the Licensing e.g. DC, DR, Near-DR, UAT and any such other	DC and DR, please note that one site will be active at a time
21	Annexure 13 – Project Scope of Work --> B. AML Solution Technical / Functional requirement (Point 4, Page 56)	The backup success rate should be 100% at all times for AML solution and apart from system backup, external backup should also be taken in tape drive at both Primary Data Centre (DC) and Disaster Recovery (DR) location on daily basis	What is the expected RTO RPO? Backup Solution needs to provided by vendor or bank will provide it?	Infra will be provided by Bank, Successful Service Provider to assist for all such activities

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
22	Annexure 13 – Project Scope of Work --> B. AML Solution Technical / Functional requirement (Point 4, Page 56)	The backup success rate should be 100% at all times for AML solution and apart from system backup, external backup should also be taken in tape drive at both Primary Data Centre (DC) and Disaster Recovery (DR) location on daily basis.	Request to remove this requirement since the infrastructure and operations is not under the scope.	Infra will be provided by Bank, Successful Service Provider to assist only.
23	Annexure 13 – Project Scope of Work --> B. AML Solution Technical / Functional requirement (Point 28, Page 57)	The system should run in high availability or fault tolerant modes.	Please mention the requirement for High Availability i.e. Active- Active or Active-Passive Clustering	It may be active passive and auto switchover to secondary in case primary fails
24	Annexure 13 – Project Scope of Work --> B. AML Solution Technical / Functional requirement (Point 18, Page 57)	The vendor shall specify the database type and version used for solution.	Which is preferred database by bank?	Bidder to propose. Bank has no preferred database.
25	Annexure 13 – Project Scope of Work --> B. AML Solution Technical / Functional requirement (Point 19, Page 57)	The vendor should provide the documents with detail architectural flow, the hardware, Operating Software, database structure, middleware and other software required for the AML/CFT Solution	Please confirm if the bidder is supposed to provide the recommended hardware details to the Bank or the bidder is supposed to quote the required hardware in compliance to this RFP. Please confirm if the Bank wants to procure the hardware from the Bidder and AMC/ATS will be required for the same. The cost for the same can be included in the Bill of Materials.	Infrastructure will be provided by Bank only as per requirement of successful Service Provider.

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26	Annexure 13 – Project Scope of Work --> B. AML Solution Technical / Functional requirement (Point 36, Page 58)	System should support to integrate all the other applications adopted by the bank. For ex.CBS(FCR&FCC)/NEFT/RTGS/CARDS SOFTWARE / SWIFT/ITMS/ ATM / Internet Banking / Mobile Banking.	Has the bank implemented CONNECT24 Middleware along with Finacle Core Banking?	C24 is implemented in CBS
27	Annexure 13 – Project Scope of Work --> B. AML Solution Technical / Functional requirement (Point 47, Page 64)	Proposed Solution should provide interface facility to update Risk classification from AML Systems to CBS as per Bank's specifications.	Kindly specify the frequency of such updates.	It should be as per Regulatory Guidelines
28	Annexure 13 – Project Scope of Work --> B. AML Solution Technical / Functional requirement (Point 60, Page 65)	Solution should not have any restriction on the license in terms of no. of users, no. of transactions, no. of channels, no. of Banking products, no. of branches and asset size of RRBs etc.	Kindly share the number of users for the AML system.	RFP Clause is self-explanatory
29	Annexure 13 – Project Scope of Work --> B. AML Solution Technical / Functional requirement (Point 60, Page 65)	Solution should not have any restriction on the license in terms of no. of users, no. of transactions, no. of channels, no. of Banking products, no. of branches and asset size of RRBs etc.	Kindly confirm if the requirement is for a multi-tenant system or will it be 3 separate installations	It will be separate installation for each of the -3- RRBs
30	Annexure 13 – Project Scope of Work --> B. AML Solution Technical / Functional requirement (Point 89, Page 69)	Draft issued and government transactions to noncustomer's details should be provided. (Walk-In customers)	Kindly explain this requirement providing an example.	eg. Suppose customer is not having an account in xyz. Bank and still wants to do a transaction. For such type of transactions STR filing and alert generation should be provided.

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31	Annexure 13 – Project Scope of Work --> C. Infrastructure Requirement for setting up AML solution (Point 2, Page 71)	2. As a part of Technical solution Successful Service Provider needs to provide the complete IT infrastructure details like Server, Operating System, Database, Middleware, Third party software, Storage Capacity and other requirements which may include.	1. Do you need cloud implementation? If yes, a. please mention preferred Cloud Service Provider. b. Will cloud hosting be provided or bidder has to host the cloud? c. Who will be responsible for Managed Services of infrastructure?	Cloud implementation is not required.
32	Annexure 13 – Project Scope of Work --> C. Infrastructure Requirement for setting up AML solution (Point 2a, Page 71)	Operating System, Database, Middleware, 3rd part software etc. with licensing details for both sites (DC & DR)	Kindly confirm whether you require Database and Application server licenses.	RFP Clause is self-explanatory
33	Annexure 13 – Project Scope of Work --> C. Infrastructure Requirement for setting up AML solution (Point 3, Page 71)	Bank may provide existing IT infrastructure available with the Bank or may procure it separately as recommended/suggested by the Successful Service Provider	Request to clarify if bank will provide all the required infrastructure like Operating System, Database	Infrastructure will be provided by Bank only as per requirement of successful Service Provider.
34	Annexure 13 – Project Scope of Work --> C. Infrastructure Requirement for setting up AML solution (Point 3, Page 71)	3. Successful Service Provider to list out and submit all the infrastructure along with sizing which is required for implementation of AML Solution. Bank may provide existing IT infrastructure available with the Bank or may procure it separately as recommended/suggested by the Successful Service Provider. The	Please provide us the following RRB wise: 1.No. of Customers 2. No. of Accounts 3. No. of transaction per day. 4. Data to be pulled from CBS from which date.	1. No. of Customers: BGGB 75 L BRKGB 1.50 Cr BUPB 5Cr 2. No. of Accounts: BGGB 90 L BRKGB 1.7 Cr BUPB 5.25 Cr 3. No. of transaction per day: BGGB 2L BRKGB 6L BUPB 18 L <b>Data migration from existing AML setup is not required.</b>



S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
		Successful Service Provider to co-ordinate with Bank's Managed Service Provider/concern Service Providers and assist to setup the infrastructure as per requirement of AML solution.		
35	Annexure 13 – Project Scope of Work --> D. Application Software Licenses and ATS support during the period of Contract (Point D2-iii, Page 72)	(iii) Enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, specific changes (including installation of new upgrades.) to be performed without any additional cost.	It is not practical to estimates cost towards future enhancements, especially in current era of fast & dynamic regulatory environment.  We request the bank to consider pre-contracted Change Order efforts bucket.	No change, It should be covered in ATS cost.
36	Annexure 13 – Project Scope of Work --> Training (Point E, Page 72)	Bidder has to bear a cost of travelling/ lodging/boarding at above mentioned places for their resources.	Kindly confirm that the bank will provide training infrastructure such as computers/desktops, projector, white board, connectivity, etc.	Yes, it will be at RRBs HO locations, training centers of RRBs.
37	Annexure 13 – Project Scope of Work --> Timelines for implementation (Page 73)	Bidder will have to pay late delivery charges to Bank of Baroda/RRBs @ 1% of the Total Contract Value inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation of the Solution beyond due date of delivery, to a maximum of 10% of the overall Contract value inclusive of all taxes, duties, levies etc. beyond that Bank of Baroda reserves the right to cancel the contract. The charges will be deducted from the payouts of Contract value.	We request bank to kindly relax the implementation penalty clause since solution has to be implemented for three regions. Further if the bank deems penalty clause to be applicable kindly evaluate the possibility of relaxing the penalty criteria.	No change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
38	Annexure 13 – Project Scope of Work --> Payment Terms (Page 74)	<p>a) Software Licenses (AML Enterprise Perpetual License Cost) 50% of the licenses cost on delivery of Software Licenses plus applicable GST at actuals. 30% of the licenses cost plus applicable GST after UAT sign off by the Bank Official. 20% of the license cost plus applicable GST after Go-Live signoff from by the Bank Official.</p> <p>b) Implementation Cost (OTC) 30% of Implementation Cost plus applicable GST at actuals after UAT Sign off by the Bank Official. 40% of Implementation Cost plus applicable GST at actuals after go-live sign off from by the Bank Official 30% of Implementation Cost plus applicable GST at actuals after Go-Live closure signoff from the Bank.</p> <p>c) Annual Technical Support Charges – Payable half-yearly in advance against receipt of satisfactory service report of previous quarter from the Bank's Project / Operation Manager</p>	<p>We request bank to kindly consider the below payment terms;</p> <p>1. License Fees - 100% on advance after contract signing</p> <p>2. Implementation Fees -</p> <ul style="list-style-type: none"> <li>• 40% Signing of Contract</li> <li>• 30 % On BSM signoff</li> <li>• 20% On first UAT Initiation</li> <li>• 10% On first UAT Completion / Go-Live</li> </ul> <p>3. AMC/ATS - 100% in advance yearly.</p>	No change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
39	Annexure 13 – Project Scope of Work --> Payment Terms --> Software Licenses Cost (Page 74)	<ul style="list-style-type: none"> <li>• 50% of the licenses cost on delivery of Software Licenses plus applicable GST at actuals. The required documents to be provided along with original invoice: Ø Proof of certificate for software licenses delivered dully stamped and signed by the Bank Official.</li> <li>• 30% of the licenses cost plus applicable GST after UAT sign off by the Bank Official. UAT Sign Off should be sealed and signed by both Bank's identified Project Manager &amp; bidder's representative.</li> <li>• 20% of the license cost plus applicable GST after Go-Live signoff from by the Bank Official. Go Live Closure Sign Off report should be sealed and signed by both Bank's identified Project Manager &amp; bidder's representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off.</li> </ul>	<p>Request bank to amend the clause as "</p> <ul style="list-style-type: none"> <li>• 70% of the licenses cost on delivery of Software Licenses plus applicable GST at actuals. The required documents to be provided along with original invoice: ØProof of certificate for software licenses delivered dully stamped and signed by the Bank Official.</li> <li>•20% of the licenses cost plus applicable GST after UAT sign off by the Bank Official. UAT Sign Off should be sealed and signed by both Bank's identified Project Manager &amp; bidder's representative.</li> <li>•10% of the license cost plus applicable GST after Go-Live signoff from by the Bank Official. Go Live Closure Sign Off report should be sealed and signed by both Bank's identified Project Manager &amp; bidder's representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off." </li></ul>	No change
40	Annexure 13 – Project Scope of Work --> Payment Terms (Page 74)	<p>a. Software License: (AML Perpetual License Cost):</p> <p>50% on delivery</p> <p>30% on UAT signoff</p> <p>20% on Go-Live</p> <p>b. Implementation: OTC</p> <p>30% on UAT signoff</p> <p>40% on Go-Live Sign-off</p> <p>30% on Go-Live &amp; Final Acceptance By</p>	<p>As the product is proven product and since the License fees is paid upfront across the industry. Kindly accept the payments milestones as 100% License fees to be paid along with PO and for Implementation</p> <ul style="list-style-type: none"> <li>• 50% on Project Kick-off</li> <li>• 30% on completion of UAT</li> </ul>	No change

**Annexure A**  
**Pre-bid queries response as part of Addendum 1**  
**Bank's clarification on Pre-bid Queries from Prospective Bidders for RFP- RRBs AML Solutions (Bid no. GEM/2023/B/3680491 dated 12<sup>th</sup> July 2023)**

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
		Bank c. ATS Charges: Half Yearly in advance d. Onsite Support: Quarterly at the end of each Quarter e. Training charges: 100% on completion	<ul style="list-style-type: none"> <li>20% on Go Live AMC charges to be provided annually in advance.</li> <li>Onsite support charges to be paid quarterly in advance. Training charges, can be paid after successful training at each location</li> </ul>	
41	Annexure 13 – Project Scope of Work --> Payment Terms --> Onsite support Charges (Page 75)	Payable quarterly at the end of each quarter against receipt of satisfactory support report of previous quarter from the Bank's Project / Operation Manager. Payment will be proportionate to the attendance.	Payable monthly at the end of each month against receipt of satisfactory support report of previous quarter from the Bank's Project / Operation Manager. Payment will be proportionate to the attendance.	No change
42	Annexure 13 – Project Scope of Work --> Additional Requirement (Page 77)	VAPT need to be conducted by vendor and bank at period intervals during the contract period. The cost for VAPT carried out at bidder's end shall be borne by the bidder only.	We would request that Bank's team should conduct the VAPT (Vulnerability Assessment and Penetration Testing), and the Vendor could provide assistance in resolving any identified issues.	VAPT will be conducted by Bank, Successful Service Provider to assist in the activity and mitigate the observations without any cost to the bank.
43	Annexure 15 – Masked Commercial Bid (Point e, Page 81)	The ATS period will get started from the go-live signoff date (date of completion of successful installation)	Some of the OEMs have ATS from date of deployment. Kindly consider this from the date of deployment in case of ATS	No change
44	Annexure 16 – Commercial Bid (Point 3, Page 82)	Annual Technical Support(ATS) Cost	From the BOQ we understand that 5 years AMC is required for the offered AML license. Further we understand that ATS cost is required in case of Infrastructure. Please confirm if our understand is correct and if the Bank is willing to procure the required Hardware from the Bidder	Infrastructure will be provided by Bank. ATS is Annual Technical Support for the Application to maintain it upto date as per regulatory guidelines issued by Regulators time to time during the period of contract.

**Annexure A**  
**Pre-bid queries response as part of Addendum 1**  
**Bank's clarification on Pre-bid Queries from Prospective Bidders for RFP- RRBs AML**  
**Solutions (Bid no. GEM/2023/B/3680491 dated 12<sup>th</sup> July 2023)**

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
45	Annexure 16 – Commercial Bid (Point 4, Page 82)	L1 & L2 Resources, One resource common for all 3 RRBs, at DC Site Hyderabad	Please clarify if the bidder is allowed to provide the required support remotely, if possible instead of the Onsite resource	Resources are required at Hyderabad
46	Annexure 16 – Commercial Bid (Point 5, Page 82)	Training to be provided for RRBs locations for 3 RRBs and DC, Hyderabad	Kindly let us know how many days/ hours training is required at each RRBs and no. of persons involved in one training Batch	It will be at RRBs HO locations, training centers of RRBs. One week to 10 days training including Admin/Technical training. May be mutually decided by Bank and Successful Service Provider. No. of participants will depend on capacity of sitting arrangement of the Centre.
47	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT --> General (Page 94)	Service Level And Non-Disclosure Agreement Format Dully Signed and Sealed (without Stamp duty) from Bidder.	Please confirm if bidder can submit the blank format of Annexure 20 at the time of submission.	All the bidders must sign and submit Annexure 20 as per the format given under RFP document. Agreement will be executed post completion of RFP process with selected bidder only.
48	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT --> General (Page 94)		Our understanding is that we have to submit the SLA and NDA on stamp paper of rs 600 kindly confirm if our understanding is correct	No, Should be signed and submitted on normal paper only. Agreement will be executed post completion of RFP process with selected bidder only.
49	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT	Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to	Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust such amounts, as mutually agreed between the Parties, due to Bank under this clause from the Service Provider against	No change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
	FORMAT --> 13. SET-OFF (Page 96)	the Service Provider for the services rendered.	payments due and payable by Bank to the Service Provider for the services rendered.	
50	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT --> 15. CONFIDENTIALITY (Point d, Page 98)	Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates	Except as required under applicable law, Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates	No change

51	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT --> 16. INDEMNITY (Page 99)	<p>The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as “Personnel”) harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:</p> <ul style="list-style-type: none"> <li>• Bank’s authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or</li> <li>• an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or</li> <li>• claims made by employees or subcontractors or subcontractors’ employees, who are deployed by the Service Provider, against the Bank; and/or</li> <li>• claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors</li> <li>• breach of any of the term of this</li> </ul>	<p>Kindly replace indemnity clause with below mentioned text:. Indemnification The Licensor hereby indemnifies Licensee from costs and expenses arising from infringement of unaffiliated third party rights by the Software Solution provided that: (1) Licensor is given prompt notice of the claim; (2) Licensor is given immediate and complete control over defence and/or settlement of claim, and Licensee fully cooperates with Licensor in such defence and/or settlement; (3) Licensee does not prejudice in any manner Licensor's conduct of such claim; and (4) the alleged infringement is not based upon use of Software Solution in a manner prohibited under this Contract, in a manner for which Software Solution was not designed, or in a manner not in accordance with Specifications.</p> <p>b. Altered Version The Licensor shall have no liability for any claim of infringement based on (a) use of a superseded or altered version of Software Solution if infringement would have been avoided by use of a current or unaltered version of Software Solution which Licensor made available to Licensee or (b) combination, operation or use of Software Solution with software, hardware or other materials not furnished by Licensor.</p>	No change
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	<p>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</p> <ul style="list-style-type: none"> <li>• any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or</li> <li>• breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or</li> <li>• Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.</li> </ul> <p>The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:</p> <ul style="list-style-type: none"> <li>• notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and</li> <li>• Cooperates with the Service Provider in the defense and settlement of the claims.</li> </ul> <p>However, (i) the Service Provider has</p>	<p align="right">c. Liability</p> <p>The foregoing states Licensor's entire obligation and liability with respect to infringement of any intellectual property right.</p>	
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		<p>sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation.</p> <p>If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear</p>		
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		<p>within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project.</p> <p>The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.</p>		
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S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
52	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT --> 16. INDEMNITY (Page 99)	kindly consider incorporating the suggested clause	a. Bank agrees to: i.) indemnify and hold Service Provider harmless from and against all loss, cost, expense or liability (including reasonable attorney's fees and other cost of defending any infringement action) arising out of a claim by a Third-party against Service Provider based upon Bank's use of the Software. ii. Indemnify and hold Service Provider harmless from any loss or damages to Service Provider related to, or associated with Bank's customizations, updates and/or corrections to the Software.	No change
53	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT --> 17. PROPERTY RIGHTS (Page 101)	Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work. Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as	Kindly replace indemnity clause with below mentioned text:. Indemnification The Licensor hereby indemnifies Licensee from costs and expenses arising from infringement of unaffiliated third party rights by the Software Solution provided that: (1) Licensor is given prompt notice of the claim; (2) Licensor is given immediate and complete control over defence and/or settlement of claim, and Licensee fully cooperates with Licensor in such defence and/or settlement; (3) Licensee does not prejudice in any manner Licensor's conduct of such claim; and (4) the alleged infringement is not based upon use of Software Solution in a	No change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
		per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws. Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank	manner prohibited under this Contract, in a manner for which Software Solution was not designed, or in a manner not in accordance with Specifications. b. Altered Version The Licensor shall have no liability for any claim of infringement based on (a) use of a superseded or altered version of Software Solution if infringement would have been avoided by use of a current or unaltered version of Software Solution which Licensor made available to Licensee or (b) combination, operation or use of Software Solution with software, hardware or other materials not furnished by Licensor. c. Liability The foregoing states Licensor's entire obligation and liability with respect to infringement of any intellectual property right.	
54	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT --> 19. TERMINATION (Page 101)	kindly consider incorporating the suggested clause	Either Party may terminate the Agreement by giving a prior written notice of thirty (30) days	No change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
55	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT --> 17. PROPERTY RIGHTS (Page 104)	Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work. Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws. Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.	Compass AML suite is a licensed software which can be procured by the bank.  All development/customizations required by the bank can be done by QDE and will be part of the intellectual property of QDE.  Requesting relaxation of this requirement.	Pls refer Escrow clause mentioned under page 77 of RFP (Buyer ATC) document.

56	<p>Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT --&gt; 23. LIMITATION OF LIABILITY (Page 104)</p>	<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 actual and limited to the Total Contract Value. However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Service Provider as part of procurement under the Agreement. Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or</p>	<p>Kindly replace indemnity clause with below mentioned text: Indemnification The Licensor hereby indemnifies Licensee from costs and expenses arising from infringement of unaffiliated third party rights by the Software Solution provided that: (1) Licensor is given prompt notice of the claim; (2) Licensor is given immediate and complete control over defence and/or settlement of claim, and Licensee fully cooperates with Licensor in such defence and/or settlement; (3) Licensee does not prejudice in any manner Licensor's conduct of such claim; and (4) the alleged infringement is not based upon use of Software Solution in a manner prohibited under this Contract, in a manner for which Software Solution was not designed, or in a manner not in accordance with Specifications. b. Altered Version The Licensor shall have no liability for any claim of infringement based on (a) use of a superseded or altered version of Software Solution if infringement would have been avoided by use of a current or unaltered version of Software Solution which Licensor made available to Licensee or (b) combination, operation or use of Software Solution with software, hardware or other materials not furnished by Licensor.</p>	No change
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		<p>anticipated profits or lost business. Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement. All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.</p>	<p>c. <span style="float: right;">Liability</span> The foregoing states Licensor's entire obligation and liability with respect to infringement of any intellectual property right.</p>	
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S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
57	General (Additional)	kindly consider incorporating the suggested clause	Service Provider may in writing be entitled to announce the End of Life of the version of the Software. Such communication shall be sent at least six (6) months in advance. After this date, Service Provider will no longer develop, repair, maintain, support or test the said version for the purposes of the Bank. After this date, Bank shall be free to continue to use the version of the Software till the expiry of the License in accordance with the terms and conditions of this Agreement	No change
58	Scope (Additional)	Details of CBS system Required	Which core banking system bank currently using?	Currently Finacle 7.x but under upgradation to Finacle 10.x