

**Clause in RFP:**

Sr No.	Clause in RFP	Clarifications/ Changes made
1	<p><b>Annexure 2: Evaluation Terms</b> <b>1.A Eligibility Bid Evaluation</b> <b>C. Experience &amp; Support Infrastructure</b> 1. Bidder/OSD should have implemented and/or managed Universal Reconciliation Management System in minimum 2 Banks / Financial Institutes in India / Global in last 5 years (from RFP date) and at least one of these Banks should have 500 branches or a balance sheet size of Rs. 2.00 lac Crore or more.</p> <p><i>Supporting documents: (Documentary Proof to be attached along with order / contract copy)</i></p>	<p><b>Annexure 2: Evaluation Terms</b> <b>1.A Eligibility Bid Evaluation</b> <b>C. Experience &amp; Support Infrastructure</b> 1. Bidder/OSD should have implemented and managed Reconciliation Management System in minimum 2 Banks / Financial Institutes in India / Global in last 5 years (from RFP date) and at least one of these Banks should have 500 branches or a balance sheet size of Rs. 2.00 lac Crore or more.</p> <p><i>Supporting documents: (order / contract copy along with satisfactory letter from the client where they have implemented)</i></p>
	<p><b>Annexure 2: Evaluation Terms</b> <b>1.A Eligibility Bid Evaluation</b> <b>C. Experience &amp; Support Infrastructure</b> 2. The proposed solution should have the capability to reconcile various Accounts viz. Internal Office accounts (CBS, Treasury), 3rd party transaction reconciliation (Reconciliation of transaction and amount receivable from and payable to) like NPCI, RBI, VISA, MASTER aggregators etc. It should cover business like Digital Business, Treasury Business, Government Business, Agriculture Business etc. Details are mentioned in RFP and should have capability to process at least 5 Crore transactions per day on average basis as on RFP date.</p> <p><i>Supporting Documents:</i> <i>(Documentary proof from such Bank/s to be enclosed with the Technical Bid document, where the bidder should ensure:</i></p>	<p><b>Annexure 2: Evaluation Terms</b> <b>1.A Eligibility Bid Evaluation</b> <b>C. Experience &amp; Support Infrastructure</b> 2. The proposed solution should have the capability to reconcile various Accounts viz. Internal Office accounts (CBS, Treasury), 3rd party transaction reconciliation (Reconciliation of transaction and amount receivable from and payable to) like NPCI, RBI, VISA, MASTER aggregators etc. It should cover business like Digital Business, Treasury Business, Government Business, Agriculture Business etc. Details are mentioned in RFP and should have capability to process at least 5 Crore transactions per day on average basis as on RFP date.</p> <p><i>Supporting Documents:</i> <b>(Self-Declaration from bidder)</b></p>

	<p>a. Their reconciliation works are / was up to the Bank's satisfaction.</p> <p>b. There is / were no pendency in the reconciliation works during the contract tenure.)</p>	
	<p><b>Annexure 11: Project Details and Scope of Work</b> Bank proposes to manage reconciliation process as under: ..... ..... Presently, Bank is processing a volume of 3 crores transaction on daily basis. Assuming that the volume of transaction will grow by 2 times for the succeeding years on daily basis, the hardware sizing and other infrastructure requirement has to be properly factored in the technical proposal submitted by the bidder. ..... .....</p>	<p><b>Annexure 11: Project Details and Scope of Work</b> Bank proposes to manage reconciliation process as under: ..... ..... Presently, Bank is processing a volume of approximately <b>7 crores</b> transaction on daily basis. <b>The estimated year on year growth will be around 50%</b>, the hardware sizing and other infrastructure requirement has to be properly factored in the technical proposal submitted by the bidder. ..... .....</p>
	<p><b>Annexure 11: Project Details and Scope of Work</b> <b>A Scope of Work</b> 1). A Bidder should be a Service Provider for providing an end to end scalable Reconciliation Solution/application or bidder who directly can provide the required solution. The solution should be implemented at Bank, and at the Bank's discretion, at RRBs of Bank, foreign subsidiaries and or any subsidiary/branch/office of this Bank. However, there may be increase in the number of branches / offices as per the business requirement / policies of the Government (merger/ acquisition). Hence, the same needs to be considered as part of scope of work.</p>	<p><b>Annexure 11: Project Details and Scope of Work</b> <b>A Scope of Work</b> 1). A Bidder should be a Service Provider for providing an end to end scalable Reconciliation Solution/application or bidder who directly can provide the required solution. The solution should be implemented at Bank, and at the Bank's discretion, at RRBs of Bank, foreign subsidiaries and or any subsidiary/branch/office of this Bank. However, there may be increase in the number of branches / offices as per the business requirement / policies of the Government (merger/ acquisition). <b>Bank is primarily seeking commercials to implement the application for domestic operations. For RRB and foreign subsidiaries commercial will be mutually decided if bank opt to implement the solution.</b></p>
	<p><b>Annexure 11: Project Details and Scope of Work</b> <b>A Scope of Work</b> 10) <b><u>Other Technical Criteria:</u></b> Proof of Concept ..... .....</p>	<p><b>Annexure 11: Project Details and Scope of Work</b> <b>A Scope of Work</b> 10) <b><u>Other Technical Criteria:</u></b> Proof of Concept ..... .....</p>

		d) POC will be conducted only for Technically qualified bidders. They will be required to demonstrate their solutions using specific data set from Bank of Baroda in Bank environment. Commercial bid will be opened only for those Vendors whose POC is per bank satisfaction.
	<p><b>Annexure 11: Project Details and Scope of Work</b></p> <p><b>A Scope of Work</b></p> <p>18) The selected Service Provider or bidder will provide the Bank a complete solution for all the modules including but not limited to supply, installation of required hardware &amp; software.</p>	<p><b>Annexure 11: Project Details and Scope of Work</b></p> <p><b>A Scope of Work</b></p> <p>18) The selected Service Provider or bidder will provide the Bank a complete solution for all the modules including but not limited to supply, installation of required <del>hardware &amp;</del> software.</p>
	<p><b>Annexure 11: Project Details and Scope of Work</b></p> <p><b>A Scope of Work</b></p> <p>19) The proposed solution by the Service Provider or bidder should have the experience as mentioned in the Eligibility Conditions. Certification of satisfaction of service from GM / DGM of Scheduled Commercial Banks (for implementation in India) or Head of Department (for implementation abroad) should be provided. Summary of one such Payment Reconciliation project implemented must be enclosed with the technical bid, giving below details;</p> <p>a) Name of the Client</p> <p>b) Number of Branches</p> <p>c) Nature of the Payment Reconciliation Project</p> <p>d) Scope of the Payment Reconciliation Project</p> <p>e) Project Deliverables</p> <p>f) Architecture of the Payment Reconciliation solution implemented</p> <p>g) Date of award of Contract</p> <p>h) Date of commencement of the Project</p> <p>i) Date of successful commissioning of the Project (Pilot / Live)</p> <p>j) Whether the Project has been vetted / audited by any independent Agency / Institutional Consultants of Repute, and if so, outcome thereof.</p> <p>k) Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc.</p>	*Clause Deleted

	<p>(Attach copies of purchase orders)</p> <p><b>B. Technical Bid Evaluation</b></p> <p>.....</p> <p>.....</p>	<p><b>B. Technical Bid Evaluation</b></p> <p>.....</p> <p>.....</p> <p><b>Proof of Concept (POC)</b></p> <p>The vendor as part of the technical evaluation should arrange a Proof of concept (POC) of the quoted product in Mumbai, at our office within 2 days of intimation from the Bank. POC will be conducted only for Technically qualified bidders who achieve a cut – off score as per Technical evaluation criteria. The vendors will be required to demonstrate their solutions using specific data set from Bank of Baroda in Bank environment (Details mentioned in Annexure 11). Any vendor who is not complying with the POC would be technically disqualified. The POC needs to be arranged at the cost of the vendor. While bank will be responsible for providing necessary hardware the vendor has to bear expenses for supply and support of their product for POC. Commercial bid will be opened only for those Vendors whose POC is per bank satisfaction.</p>
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**Clarification of Pre-bid queries is enclosed as part this Addendum as per ‘Annexure A’**

**Addendum to the following Annexure:**

**Annexure 04A – Bid Security Declaration Form**

All other Terms & Conditions are same as per our RFP no. GEM/2023/B/4330726 Dated 12<sup>th</sup> December, 2023 for Supply, Implementation & Maintenance of Universal Reconciliation Management System.



**Annexure 04A – Bid Security Declaration Form  
(For Micro and Small Enterprises (MSE) / Startups)**

To,

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

**Sub: RFP for Supply, Implementation & Maintenance of Universal Reconciliation Management System.**

1. I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro & Small Enterprises (MSEs) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro & Small Enterprises (MSEs).

OR

- 2A. As per the tender / RFP no: .....floated for ..... at para no: ..... a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro & Small Enterprises (MSEs).
3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
    - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
    - b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
  4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
  5. I/We declare that I am the authorized person of .....to make the declaration for and on behalf of ..... Letter of Authority for executing



**Request for Proposal for Supply, Implementation & Maintenance of Universal Reconciliation Management System**  
**BID NO: GEM/2023/B/4330726 Dated 12<sup>th</sup> December, 2023**  
**Addendum 1 dated 5<sup>th</sup> January 2024**

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declaration is enclosed

**Signed:** (insert signature of person whose name and capacity are shown)

**in the capacity of :** (insert legal capacity of person signing the Bid Securing Declaration)

**Name:** (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

*(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid*





**Annexure A**  
**Pre-bid queries response as part of Addendum 1**  
**Bank's clarification on Pre-bid Queries from Prospective Bidders for RFP: Request for Proposal for Supply, Implementation & Maintenance of Universal Reconciliation Management System BID NO: GEM/2023/B/4330726 Dated 12th December, 2023**

Sr. No	Point/ Section	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Reply to the bidder query
1	A. Eligibility Bid Evaluation	Bidder/OSD should have implemented and/or managed Universal Reconciliation Management System in minimum 2 Banks / Financial Institutes in India / Global in last 5 years (from RFP date) and at least one of these Banks should have 500 branches or a balance sheet size of Rs. 2.00 lac Crore or more.	We request to relax this criteria and permit us to participate as we have successfully implemented AePS reconciliation in YES Bank, All channel reconciliation in ESAF	Published as part of Addendum
2	A. Eligibility Bid Evaluation	The proposed solution should have the capability to reconcile various Accounts viz Internal Office accounts (CBS, Treasury), 3rd party transaction reconciliation (Reconciliation of transaction and amount receivable from and payable to) like NPCI, RBI, VISA, MASTER aggregators etc. It should cover business like Digital Business, Treasury Business, Government Business, Agriculture Business etc. Details are mentioned in RFP and should have capability to process at least 5 Crore transactions per day on average basis as on RFP date.	The description of the conditions is a capability statement. But the desired document/proof is different. We are doing recon of 50 lakhs transactions per day. Request bank to consider amending the condition as the bidder should have the capability to process 5 crore transactions per day and should have been doing 2 crore transaction currently.	Published as part of Addendum
3	Annexure 04A – Bid Security Declaration Form	Sub: RFP for selection of Service Provider for Vehicle Pricing Data Aggregation for Auto Loan Application Processing.	Subject line to be amended as per current RFP	Typo Error. Changed as part of Addendum



**Annexure A**  
**Pre-bid queries response as part of Addendum 1**  
**Bank's clarification on Pre-bid Queries from Prospective Bidders for RFP: Request for Proposal for Supply, Implementation & Maintenance of Universal Reconciliation Management System BID NO: GEM/2023/B/4330726 Dated 12th December, 2023**

4	Annexure 11 – Project Details and Scope of Work	Proposed bidder would implement Payment Reconciliation Application and Onsite support for managing day to day operations related to reconciliation.	Kindly confirm, is bank is looking for Operational and technical support and expected manpower. Kindly confirm location also.	We need application level support for both Operational and technical related issues. Infra related support will be taken care by bank based on the sizing proposed by the bidder. Currently Bank is looking for one shift Man hour effort however, the Bank has discretion to avail onsite support services and more number of support engineers at person day cost given. The Support resource during implementation phase is required at Mumbai. Once implanted fully the resource may require at Mumbai/Hyderabad.
5	Annexure 11 – Project Details and Scope of Work	Point No:9; Sub-Point: o) Any other transaction related module	Can the Bank provide exhaustive list of channels which is part of SOW	This requirement is futuristic in nature. The application should be able to handle reconciliation of any new Transaction Module where reconciliation is mandated like CBDC etc adopted by bank in future. any requirement of additional manpower to implement it can be discussed mutually.





**Annexure A**  
**Pre-bid queries response as part of Addendum 1**  
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6	Annexure 11 – Project Details and Scope of Work	Point No: 16) Bidder must provide qualified fit & proper technical resources with proper background verification, having necessary technical qualification and expertise of the proposed solution onsite 24X7.	1) Kindly specify the number of resources and qualification desired by the bank. 2) Will the bank play a role in resource recruitment or recruitment needs to be done by us? 3) How many resources are required daily operations, Technical Support and DB Administration?	1) Currently Bank is looking for one shift Man hour effort however, the Bank has discretion to avail onsite support services and more number of support engineers at person day cost given. Bank requires L2 Support resources having adequate domain and technical knowledge in the proposed solution and can do trouble shooting to resolve the operational issue arises if any. 2) Recruitment of resource will be done by service provider. 3) Clarification already provided.
7	Annexure 11 – Project Details and Scope of Work	A Bidder should be a Service Provider for providing an end to end scalable Reconciliation Solution/application or bidder who directly can provide the required solution. The solution should be implemented at Bank, and at the Bank's discretion, at RRBs of Bank, foreign subsidiaries and or any subsidiary/branch/office of this Bank. However, there may be increase in the number of branches / offices as per the business requirement / policies of the Government (merger/ acquisition). Hence, the same needs to be considered as part of scope of work.	Kindly specify how many licenses will be required in total including the RRB and the subsidiary banks, where will their solutions be hosted, will the bank expect separate resources to manage their operations or the existing resource needs to manage daily operations for RRBs and subsidiaries banks?	The license should be Enterprise wide perpetual License.



**Annexure A**  
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8	Important Dates	Last Date of Submission of RFP Response (Closing Date) 03:00 PM on 2nd Jan'24	We request the Bid submission date to be extended by 4-5 weeks	Sufficient time will be provided to the bidders as per the Bank's Policy
9	3 Contract Period	The contract with the selected Service Provider will be valid for a period beginning from the date of purchase order till -5- years from the Go-Live Sign-off date given by Bank officials. 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 Vendor. The Bank will have the right to renegotiate these prices at the end of the contract period.	The bank shall enter in to an agreement with the selected bidder for a period starting from date of the Purchase Order till -5- years from the Go-Live Sign-off date given by Bank officials. In the event Go-Live Sign-off with respect to the project or any part thereof is delayed, deferred or denied due to any reason not solely or exclusively attributable to the selected bidder, the project or any part thereof, shall be deemed to Go-Live upon expiry of 14 days from the date of delivery of project or any part thereof by the selected bidder. 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 successful bidder. After completion of 5 (five) years contract, Bank may extend /renew the contract for further period on mutually agreed terms and conditions and applicable commercials.	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: Request for Proposal for Supply, Implementation & Maintenance of Universal Reconciliation Management System BID NO: GEM/2023/B/4330726 Dated 12th December, 2023**

10	11.Compliance with Laws	<p>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. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.</p>	<p>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 labour 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. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity obligation specified in this clause 9 of this RFP shall be subject to following process being followed by the Bank: (i) Bank</p>	No change
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**Annexure A**  
**Pre-bid queries response as part of Addendum 1**  
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			<p>shall promptly notifying the selected Bidder in writing of any claims for which it seeks indemnity, including all materials received by the Bank related to the claim for breach of laws applicable to the services/solution provided by the selected Bidder to the Bank under this RFP; (ii) Bidder having sole control over the defense and settlement of the claims; (iii) Bank reasonably cooperating during defense and settlement efforts; (iv) Bank not making any admission, concession, consent judgment, default judgment or settlement of such claim or any part thereof; and (v) Bank taking all steps to mitigate the claim.</p>	
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**Annexure A**  
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11	12.Termination	<p>Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason. At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit. 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</p>	<p>At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit. 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 terminating the contact after giving 90 days cure period for the same, In such an event, the bidder is bound to make good the reasonable differential expenditure (which under no scenario shall exceed beyond 10% of the TCV), which the Bank may have to incur for the execution of the balance of the contract</p>	No change
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**Annexure A**  
**Pre-bid queries response as part of Addendum 1**  
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12	20.50	Successful Vendor/Service Provider/Supplier/Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner>Policies/Codes> Our Code of Ethics and a clause to this effect shall be included in the agreement/contract.	Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with its Code of Ethics which shall be made available to the Bidder and a clause to this effect shall be included in the agreement/contract.	The Code of ethics document is available on Bank's website, details already provided.
13	Annexure 11 – Project Details and Scope of Work	The bidder has to submit the source code review report to the Bank at regular intervals. · The reconciliation application should be developed as per the industry benchmark / standards on design, development and security principles	<ul style="list-style-type: none"> <li>• The bidder has to submit the source code review report to the Bank at regular intervals.</li> <li>• The reconciliation application should be developed as per the industry benchmark / standards on design, development and security principles.</li> </ul>	No Change
14	Annexure 11 – Project Details and Scope of Work	The vendor should be able to scale their services to meet the growing needs of the business. Ensure product architecture is scalable for future needs such as cloud inclusion, volume support extrapolated up to minimum 5 years with industry expected growth rate	The vendor should be able to scale their services to meet the growing needs of the business as projected in Annexure 25 of this RFP. In the event the volume exceeds projections, Parties will mutually revise the scope and commercials by amending the contract. Till the time such amendment is not executed successful bidder shall not be liable for any breach or claim from the Bank, to the extent such breach or claim is arising due to volume exceeding the projections stated in the contract.	No change in the scope for the relevant point.
15	Annexure 11 – Project Details and Scope of Work	The vendor should be able to adapt to changing business requirements and accommodate various data formats and sources and be able to update the solution from time to time	The vendor should accommodate various data formats in accordance with the change request process specified in annexure 26 of this RFP.	No change in the scope for the relevant point.





**Annexure A**  
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16	Annexure 11 – Project Details and Scope of Work	Any up-gradation or modification related to compliance & regulatory requirement by the Bank to be provided free of cost by the successful bidder.	Any up-gradation or modification related to compliance & regulatory requirement by the Bank to be provided in compliance with the change request process specified in Annexure 26 of this RFP.	No change in the scope for the relevant point.
17	Annexure 11 – Project Details and Scope of Work	Non-compliance penalty of NPCI or any other regulatory entity, applicable to Banks and Customer compensation for delayed reconciliation, delayed filings and beyond prescribed TAT (Turnaround time) will have to be borne by the bidder for reasons not attributing to the Bank and attributing to the Bidder. Penalty amount and customer compensation for such incidences will be recovered from the bidder. This would be part of Liquidated Damages.	We request the Bank to delete this clause	It is standard clause cannot be deleted. Delayed recon invites penalty and customer compensation to Bank. If the reason for delay is caused by the service provider as mentioned in the clause the penalty amount has to be borne by the bidder.
18	Annexure 11 – Project Details and Scope of Work	At the end of contract period and / or as and when desired by the Bank, Bidder has to arrange for data / process reverse migration to Bank or to new service provider, as & when finalized by the Bank at free of cost.	At the end of contract period and / or as and when desired by the Bank, Bidder has to arrange for data / process reverse migration to Bank or to new service provider, as & when finalized by the Bank at free of cost.	No change in the scope for the relevant point.
19	Annexure 11 – Project Details and Scope of Work	Escrow Mechanism:-The Bank and Bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the Reconciliation application product supplied/procured by the Bidder to the Bank in order to protect its interests in an eventual situation. The Bank and the Bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the	Escrow Mechanism:-The Bank and Bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the Reconciliation application product supplied/procured by the Bidder to the Bank in order to protect its interests in an eventual situation. The Bank and the Bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code	No change



**Annexure A**  
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		obligations of the escrow agent. Costs for the Escrow will be borne by the Bidder.	and the obligations of the escrow agent. Costs for the Escrow will be borne by the Bidder.	
20	b) Implementation and Integration Cost (OTC)	<ul style="list-style-type: none"> <li>· 30% after Phase I go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager &amp; bidder's representative.</li> <li>· 60% after Phase II go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager &amp; bidder's representative.</li> <li>· 10% after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Bank's identified Project Manager &amp; bidder's representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off</li> </ul>	<ul style="list-style-type: none"> <li>• In the event there is any delay in Go-live beyond 30 days from the date of delivery of Software and such delay is not attributable to the Bidder or any defect or deficiency in Software or if there is any delay on the part of the Bank in issuing the of Go-Live Sign-Off form by the Bank after go-live of Software without any default on the part of Bidder, such software shall be deemed to have been delivered / Go-live in compliance with terms of the contract upon expiry of 30 days from the date of delivery of Software or 14 days from the date of Go-Live and aforementioned payment of balance 50% of the license fee shall become due and payable upon expiry of 30 days from the date of delivery of Software or 14 days from the date of Go-Live.</li> </ul>	No change



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21	3. Annual Technical Support	Bidders must provide annual technical support, strictly as per SLA terms, till the period of contract after expiry of warranty (if product supplied with any warranty). All updates and upgrades shall be supplied and installed during the ATS period. However, in exceptional cases remote support from OEMs'/bidders' software/service centers, through phone/Email/Fax, etc. shall also be required and is a must. The time limit within which such calls shall be attended to, shall be only based on the SLAs mentioned in this RFP.	Bidders must provide annual technical support, strictly as per SLA terms, till the period of contract after expiry of warranty (if product supplied with any warranty). All updates shall be supplied and installed during the ATS period. However, in exceptional cases remote support from OEMs'/bidders' software/service centers, through phone/Email/Fax, etc. shall also be required and is a must. The time limit within which such calls shall be attended to, shall be only based on the SLAs mentioned in this RFP.	No change
22	4. Right to Alter Quantities The Bank reserves the right t	The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities.	We request this clause to be deleted	No change



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23	6. Ownership, Grant and Delivery	<p>The vendor shall procure and provide a non-exclusive, non-transferable, enterprisewide perpetual licenses to the Bank for the solution to be provided as a part of this project. The Licenses for the solution should not be restricted to use case. The Bank can use the solution at any of its overseas branches/offices and locations without restriction and use of software by service providers on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.</p>	<p>Bidder grants Bank a limited, non-exclusive, and non-transferable right and license to use and/or access a single copy of the object code of the Software during the term of contract and solely in accordance with the contract. Bank shall notify Bidder of the location of the Software and shall promptly notify Bidder of any changes to such location. The Software shall remain under the exclusive control and custody of Bank at all times. Bank shall keep the Software free and clear of any claim, lien or encumbrance, and any act by Bank purporting to create such a claim, lien or encumbrance shall be void from its inception.</p> <p>5.2 The Software may include embedded or bundled third-party software, including open source software ("Embedded Software"). If third-party license terms accompany or are made available with such Embedded Software, the Embedded Software is licensed under those third-party license terms; otherwise, Embedded Software is licensed under the same terms as a Solution. Bidder shall be responsible for fixing Defects caused by such Embedded Software to the same extent as Bidder' support and maintenance obligations as set forth in the contract. To the extent required by Bidder' agreement with the third-party provider, the third-party provider is a third-party beneficiary to the contract with respect</p>	No change
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			<p>to the enforcement of the terms and conditions applicable to the Embedded Software. Third-party technology that may be appropriate or necessary for use in conjunction with Embedded Software may be specified in the Specifications. Any such third-party technology provided by Bidder is licensed or provided to Bank under the terms of the third-party license that accompanies or is made available by Bidder with such technology.</p> <p>5.3 Bank shall verify that the Software complies with the Documentation within thirty (30) days of the date of delivery of Software. Bank will be deemed to have accepted the Software if: (i) Bank fails to give Bidder notice of any Defect during that thirty (30) day period (or within ten (10) days following Bidder' correction of the last reported Defect); or (ii) Bank uses the Software for production purposes.</p> <p>5.4 Provided that Bank has contracted for support and maintenance, Bidder will provide the support and maintenance of the software as specified in the contract. Bank shall continuously maintain Software at the most-current Release, the immediately preceding Release, or other Releases made available in the previous twelve (12) months (each, a "Supported Release"). Bank shall permit Bidder to remotely access the Software to provide support and</p>	
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			<p>maintenance.</p> <p>5.5 Bank shall maintain adequate records of Bank's compliance with the scope of use specified in this clause, including the names and business contact information of the Software users. Bank shall provide Bidder with a copy of such records upon request, and Bidder, its licensors or its designees shall be entitled to review such records upon reasonable advance notice (but no more often than once annually). Bank agrees to reasonably cooperate with Bidder, its licensors or their designees during such review.</p>	
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24	19.PROPERTY RIGHTS	<p>Each Party owns and retains all rights, title and interests in and to its respective PreExisting Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other. than by the other Party), as at the commencement date of the applicable statement of work. Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws. Without prejudice to above paras all the interim/final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.</p>	<p>6.1 "Bidder Property" means: (i) any current or prospective software, implementation services, specifications or Output; (ii) the pricing, source code, visual expressions, and other parts, features, functions, user interfaces, and design features of such software, implementation, specifications or Output; (iii) the methods, algorithms, formulae, passwords, and concepts used in developing and/or incorporated into the software, implementation, specifications and Output; and (iv) any improvements, derivative works, modifications, customizations, enhancements, or work product related thereto (whether tangible or intangible, by whomever made). "Output" means documents, reports, statements and other output of the software, as may be more fully described in the specifications, but excludes any Bank Data.</p> <p>6.2 Bidder (or its licensors) own, and Bank (and its users) do not acquire any right, title or interest in, to or under, any copyright, trademark, trade name, trade secret, patent, database rights or other intellectual property right ("IP Right") in or to any Bidder Property. All Bidder Property are (i) trade secrets of Bidder or its licensors, having great commercial value to Bidder or its licensors, and (ii) owned solely and exclusively by Bidder or its licensors, regardless of who participated in their</p>	No change
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			<p>creation or the medium of expression. Bidder may use all of Bank's comments and suggestions for the improvement of any Bidder Property without accounting or reservation. Bank shall not provide any such comments or suggestions that are confidential or proprietary to any third party. Bank hereby unconditionally and irrevocably assigns, transfers, and conveys to Bidder all of Bank's right, title, and interest in and to any Bidder Property and all IP Rights therein or thereto. Bank shall take any action reasonably requested by Bidder in order to perfect Bidder' ownership of its IP Rights in or to any Bidder Property.</p> <p>6.3 Except as otherwise specifically permitted in the contract, Bank shall not, shall not attempt to, and shall not permit any others to: (i) use any Bidder Property for any purpose or in any manner not specifically authorized by the contract; (ii) make or retain any copy (including electronic or temporary copy) ("Copy") of any Bidder Property; (iii) create or recreate the source code for any Solution, or re-engineer, reverse engineer, decompile or disassemble, attempt to derive the source code, trade secrets or know-how in or underlying, the Bidder Property, except to the extent applicable Law requires that Bank have the right to do so; (iv) alter, remove, obscure, tamper, or revise any proprietary,</p>	
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			<p>restrictive, trademark or copyright notice included with, affixed to, displayed in, encoded or recorded in, on or by a Bidder Property, or fail to preserve all copyright and other proprietary notices in any Copy of any Bidder Property made by Bank; (v) modify, adapt, alter, translate or create derivative works from any Bidder Property, or combine or merge any part of the Bidder Property with or into any other software or documentation, except to the extent applicable law requires that Bank have the right to do so; (vi) refer to, disclose or use any Bidder Property as part of any effort to: (a) develop a program having any functional attributes, visual expressions or other features similar to those of any Solution; or (b) compete with Bidder; (vii) sell, lease, rent, assign, transfer, market, license, reproduce, sublicense, distribute or grant to any third party, including any outsourcer, vendor, sub-contractor, consultant or partner, any right to use any Bidder Property or allow any third party to use or have access to any Bidder Property, whether on Bank's behalf or otherwise; (viii) perform benchmark testing, or publish any results of any authorized benchmark testing, on any software; (ix) interfere with, modify, disrupt, or disable features or functionality of any software, including any such mechanism used to restrict or control the functionality, or</p>	
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			<p>defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of any software; (x) attempt to gain unauthorized access to any software or its related systems or networks; or (xi) use any software to conduct any type of application service provider, rental, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any third party, whether on a fee basis or otherwise or use or otherwise provide, directly or indirectly, any software to or for the benefit of any third party. The scope of use of any software does not include any increased processing or use resulting from any merger, assignment, acquisition (regardless of form) involving Bank subsequent to Bank's procurement of any software.</p> <p>6.4 Bidder may change or remove any features, functions, brand, third-party provider, or other element of its systems or processes for a software (each, an "Attribute") or provide a replacement for a software or Attribute from time to time, provided that neither the overall performance nor the fees for the software are materially adversely affected. Notwithstanding the foregoing, Bidder may terminate software (s) or Attribute(s)</p>	
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			<p>("Sunset"): (i) immediately upon any final regulatory, legislative, or judicial determination that providing such Solution or Attribute violates applicable Law, or (ii) upon providing reasonable prior notice to Bank (but in no event less than one year for any Sunset of a software) so long as Bidder is Sunsetting the software or Attribute for the clients of such software generally or the Attribute from the then-current general release of the software. If Bidder Sunsets a software or Attribute, no damages, liquidated damages or other remedy will be available to or due from either party as a result of such Sunset, and Bank shall be entitled to a refund of the portion of prepaid fees (if any) relating to support and maintenance or hosting Services for the period after the Sunset takes effect. 6.5 Bank shall obtain or provide all necessary rights, consents and notices for Bidder and its agents to use the Bank Data in accordance with the terms of the contract. Except to the extent specified in the contract, Bidder shall not be deemed Bank's official record keeper for regulatory or other purposes.</p>	
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25	26	<p>The Bank and Bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the Reconciliation application product supplied/procured by the Bidder to the Bank in order to protect its interests in an eventual situation. The Bank and the Bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Bidder.</p>	<p>The Bank and the Vendor shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the software product supplied/procured by the Vendor to the Bank in order to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Vendor regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Vendor. The Bank and the Vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Vendor. As a part of the escrow arrangement, the final selected Vendor is also expected to provide a detailed code documentation.</p>	No change
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26	8. Additional Requirement	The price payable to the Vendor shall be inclusive of carrying out any modifications changes / upgrades to the application and other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes (including any changes suggested in VAPT observations) arising during the subsistence of the contract / agreement, and the Bank shall not pay any additional cost for the same. 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	The price payable to the Vendor shall be inclusive of carrying out any modifications changes / upgrades to the application and other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes (including any changes suggested in VAPT observations) arising during the subsistence of the contract / agreement in accordance with the change request process specified in Annexure 26 of this RFP, and the Bank shall pay all additional cost for the same. 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.	No change
27	Annexure 10 – Undertaking of Information Security	We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done) Further we undertake that the Software/ hardware and Services which will be delivered or provided under this Agreement are not infringe any IPR such as patent, utility model, industrial design, copyright, trade secret, mask work or trade mark	We hereby undertake that at the time of delivery, the proposed hardware / software will be free of known malware, free of any known bugs and free of any known covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)  Further we undertake that the Software/ hardware and Services which will be delivered or provided under this Agreement as on the date of delivery, are not infringe any IPR such as patent, utility model,	No change



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			industrial design, copyright, trade secret, mask work or trade mark	
28	Annexure 13 – Masked Commercial Bid	The bidder shall include the cost of all necessary components like software, licenses & accessories in their commercial proposal. The commercial proposals shall also include the cost for warranty and ATS period, patching and fixing any issues for the entire contract period. The total cost shall cover charges towards freight, forwarding, delivery, installation, transit insurance charges till installation, transportation, configuration/reconfiguration, Integration, Migration, Implementation, Training and Maintenance support etc. f.	e. The Bidder shall ensure that the Hardware/Software proposed by them should not become End-of-support in next 5 years. f. The bidder shall include the cost of all necessary components like software, licenses & accessories in their commercial proposal. The commercial proposals shall also include the cost for 5 warranty period, repairs, replacements, upgrades (hardware and software in lieu of end-of-life), patching and fixing any issues for the entire contract period. The total cost shall cover charges towards freight, forwarding, delivery, installation, transit insurance charges till installation, transportation, configuration/reconfiguration, Integration, Migration, Implementation, Training and Maintenance support etc.	No change



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29	Annexure 13 – Masked Commercial Bid	It is the responsibility of the Bidder to change or upgrade the licenses for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, NPCI, IBA etc. at no extra cost to the Bank.	It is the responsibility of the Bidder to change or update the hardware/software for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, NPCI, IBA etc. in accordance with change request process specified in Annexure 26 of this RFP at extra cost to the Bank.	No change
30	Annexure 13 – Masked Commercial Bid	<p>There shall be no escalation for prices during the currency of 5 years contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected</p> <p>The bidder shall include the cost of all necessary components like software, licenses &amp; accessories in their commercial proposal. The commercial proposals shall also include the cost for warranty and ATS period, patching and fixing any issues for the entire contract period. The total cost shall cover charges towards freight, forwarding, delivery, installation, transit insurance charges till installation, transportation, configuration/reconfiguration, Integration, Migration, Implementation, Training and Maintenance support etc.</p> <p>f. It is the responsibility of the Bidder to change or upgrade the licenses for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, NPCI, IBA etc. at no extra cost to the Bank</p>	<p>d. There shall be no escalation for prices during the currency of 5 years contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.</p> <p>e. The Bidder shall ensure that the Hardware/Software proposed by them should not become End-of-support in next 5 years.</p> <p>f. The bidder shall include the cost of all necessary components like software, licenses &amp; accessories in their commercial proposal. The commercial proposals shall also include the cost for 5 warranty period, repairs, replacements, upgrades (hardware and software in lieu of end-of-life), patching and fixing any issues for the entire contract period. The total cost shall covers charges towards freight, forwarding, delivery, installation, transit insurance charges till installation, transportation, configuration/reconfiguration, Integration, Migration, Implementation, Training and Maintenance support etc.</p>	No change



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31	Annexure 13 – Masked Commercial Bid	Data Migration from existing system to the new system shall be a responsibility of the successful bidder and it to be carried out by the as part of Installation cost.	g. Data Migration from existing system to the new system shall be a responsibility of the successful bidder and it to be carried out by the as part of Installation cost.	No change
32	Annexure 13 – Masked Commercial Bid	It is the responsibility of the Bidder to change or upgrade the licenses for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, NPCI, IBA etc. at no extra cost to the Bank.	i. It is the responsibility of the Bidder to change or upgrade the hardware/software for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, NPCI, IBA etc. at extra cost to the Bank.	No change
33	Annexure 13 – Masked Commercial Bid	Enterprise License would mean Enterprise wide perpetual level license for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs. Universal Reconciliation Management System deployed in Bank can be used without ATS by the Bank even after the contract period. Bank can continue availing support services from Successful Bidder/OEM for the Universal Reconciliation Management System by paying ATS	We request the Clause to be deleted	No change



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34	Annexure 12– Service Levels	Vendor to arrange for updating required in the system to meet the changes suggested by NPCI/ RBI/ Govt. of India/ regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty. Bidder will have to pay late delivery charges to Bank of Baroda @ 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 5% 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.	§ Vendor to arrange for updating required in the system to meet the changes suggested by NPCI/ RBI/ Govt. of India/ regulatory authorities towards compliance as part of ATS at extra cost to bank for the entire contract period in accordance with the change request process specified in annexure 26 of this RFP.	No change
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35	Annexure 16 – Declaration / undertaking for the compliance of Information & cyber security controls	We hereby agree to comply with the Information and cyber security controls as per Bank's and Regulatory Authorities IT Security Guidelines on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision. We ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank We abide with all clauses mentioned in the Annexure 17 Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.	We hereby agree to comply with the Information and cyber security controls as per Bank's and Regulatory Authorities IT Security Guidelines applicable as on date of bid submission and any guidelines issued subsequent to the bid submission date shall be complied at the cost to the bank and in accordance with the change request process specified in annexure 26 of this RFP.	No change
36	Annexure 16 – Declaration / undertaking for the compliance of Information & cyber security controls	We hereby agree to comply with the Information and cyber security controls as per Bank's and Regulatory Authorities IT Security Guidelines on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.	We hereby agree to comply with the Information and cyber security controls as per Bank's and Regulatory Authorities IT Security Guidelines applicable as on date of bid submission and any guidelines issued subsequent to the bid submission date shall be complied at the cost to the bank and in accordance with the change request process specified in annexure 26 of this RFP	No change





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		We ensure that outsourced critical IT services are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank We abide with all clauses of Bank's Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.		
37	15.SET-OFF	Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered. The provisions of this Clause shall survive the termination of this Agreement.	Without prejudice to other rights and remedies available to Bank under this Agreement, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered to the extent same is relating to any defective or deficiency in services and such defect or deficiency in services is caused due to reasons attributable to the Service Provider. The provisions of this Clause shall survive the termination of this Agreement.	No change
38	16.COVENANTS OF THE SERVICE PROVIDER	shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder	vii. As on the date of execution of Agreement, the services shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.	No change



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39	16.COVENANTS OF THE SERVICE PROVIDER	shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.	We request the Bank to delete this clause	No change
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40	18.INDEMNITY	<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: · Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or · an act or omission of the Service Provider and/or its employees, agents, subcontractors in performance of the obligations under this Agreement; and/or · claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or · claims arising out of employment, non-payment of remuneration and nonprovision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors · breach of any of the 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 · 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 Service Provider contained in</p>	<p>12.1.1 Service Provider shall indemnify and defend Bank against any third-party claim alleging that the Services alone, as and when made available to Bank by Service Provider and when properly used for the purpose and in the manner specifically authorized by the Agreement, infringes upon any patent duly issued as of the Agreement Effective Date, any copyright or any trade secret enforceable under applicable Law. If any infringement claim is, or in Service Provider' sole opinion may be, initiated, Service Provider may at its option and expense: (i) modify or replace all or part of the Service; (ii) procure for Bank the right to continue using the Service; or (iii) remove all or part of the Service. If Service Provider so removes all or a part of a Service, then Service Provider shall, refund to Bank the unused portion of the recurring service fee(s), if any, paid in advance by Bank for the Service, and in each such case, the Agreement shall terminate with respect to the Service or part thereof removed. The remedies provided in this Section are the sole remedies for a claim of infringement or misappropriation hereunder.  12.1.2 Except for any claims solely caused by Service Provider' breach of the Agreement, Bank shall defend Service Provider from and against any and all claims asserted against Service Provider by or on</p>	No change
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	<p>this Agreement; and/or - Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors. 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: - notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and - Cooperates with the Service Provider in the defense and settlement of the claims. However, (i) the Service Provider has 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</p>	<p>behalf of Bank's users or Customer(s), and shall indemnify and hold harmless Service Provider from and against any damages, costs, and expenses of Bank's users or Customer(s) awarded against Service Provider by a final court judgment or an agreement settling such claims.</p> <p>12.1.3 The obligations in this Section 12.1 are contingent upon: (i) the indemnified party promptly notifying the indemnifying party in writing of any claims for which it seeks indemnity, including all materials received by the party related to the claim and an identification of the relevant Service; (ii) the indemnifying party having sole control over the defense and settlement of such claims; (iii) the indemnified party reasonably cooperating during defense and settlement efforts; and (iv) the indemnified party not making any admission, concession, consent judgment, default judgment or settlement of such claim or any part thereof.</p> <p>12.2 EXCLUDED ACTIONS. Service Provider is not obligated or liable under any provision of the Agreement for any performance problem, claim of infringement or other matter resulting, in whole or in part, from: (i) any modification of any Service (other than a modification made solely by Service Provider); (ii) any use of a Service in breach of the Agreement; (iii) any</p>	
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		<p>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 the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank. The Service Provider shall not be liable for defects or non-conformance resulting from:</p> <ul style="list-style-type: none"> <li>- Software, hardware, interfacing, or supplies for the solution not approved by Service Provider; or</li> <li>- any change, not made by or on behalf of the Service Provider, to some or all of the deliverables supplied by the Service Provider or modification thereof, provided the infringement is solely on account of that change ;</li> </ul>	<p>combination of the Service with any other software, hardware, product, technology, data or services; (iv) any use of any version of a Service other than the Supported Release; (v) Bank's failure to implement corrections or changes to a Service provided by Service Provider; (vi) Bank's failure to subscribe to support and maintenance if then offered for the Service; (vii) any Embedded Software; (viii) any transaction processed on behalf of Bank or its Affiliates, users, or Customers, including any credit, fraud or counterfeit losses; or (ix) any negligence, wrongful act, or breach of the Agreement by Bank or its Authorized Recipients, users or Customers.</p> <p>12.3. DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, THE SOLUTION, DOCUMENTATION AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS", AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY</p>	
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	<p>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 agreement by the Service Provider.</p> <p>In the event of Service Provider not fulfilling its obligations under this clause 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>	<p>QUALITY, UNINTERRUPTED OR ERROR-FREE OPERATION, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMED AND EXCLUDED FROM THE AGREEMENT.</p> <p>12.4. LIMITATION OF LIABILITY.</p>	
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41	25.LIMITATION OF LIABILITY	<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.</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. Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.</p>	<p>19.1 EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER OR RELATED TO THE AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE FEES ACTUALLY PAID BY BANK TO SERVICE PROVIDER UNDER THE AGREEMENT DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM.</p> <p>19.2 UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION UNDER THE AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (i) LOST REVENUES; (ii) LOST PROFITS; (iii) LOSS OF BUSINESS; (iv) TRADING LOSSES; (v) INACCURATE DISTRIBUTIONS; OR (vi) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM BANK'S USE OF THE SOLUTION PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THE AGREEMENT OR ANY TERMINATION OF</p>	No change
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		<p>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>THE AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. AS BETWEEN BANK AND SERVICE PROVIDER, THE FOLLOWING SHALL BE DEEMED "DIRECT DAMAGES" FOR THE PURPOSES OF THE AGREEMENT: (a) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 12.1. 19.3 THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 19.1 AND 19.2 SHALL NOT APPLY TO: (i) DAMAGES CAUSED BY EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT; (ii) A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO THAT PARTY'S NEGLIGENCE; (iii) BREACHES OF THE SCOPE OF USE; (iv) BANK'S OBLIGATION TO PAY FEES HEREUNDER; (v) BANK'S OBLIGATION TO PAY DAMAGES ARISING FROM IMPROPER TERMINATION OF A</p>	
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			<p>SOLUTION, ORDER OR SOW BY BANK; OR (vi) A PARTY'S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH A LIMITATION OR EXCLUSION OF SUCH DAMAGES IS NOT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH IN SECTION 19.1 DO NOT APPLY TO CLAIMS FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 12.1.</p>	
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42	31.VICARIOUS LIABILITY	The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider 's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider 's employees, agents, contractors, subcontractors, etc	We request the Clause to be deleted	No change
43	Annexure 11 – Project Details and Scope of Work		We request to provide the number of users and concurrent users for the 5 year period	Since enterprise wide License is required by Bank hence, number of users and concurrent users is not relevant.



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44	27 Eligibility bid evaluation	Bidder/OSD should have implemented and/or managed Universal Reconciliation Management System in minimum 2 Banks /Financial Institutes in India / Global in last 5 years (from RFP date) and at least one of these Banks should have 500 branches or a balance sheet size of Rs. 2.00 lac Crore or more.	Kindly modify the clause as "Bidder/OSD should have implemented and/or managed Universal Reconciliation Management System in minimum 2 Banks /Financial Institutes in India / Global in last 5 years (from RFP date)" for MSE/startups.	Published as part of Addendum 1
45	27 Eligibility bid evaluation	Bidder should have direct support office at Mumbai	Kindly accept an undertaking that the successful bidder has to set up office within 30 days of receipt of PO if direct office is not present in Mumbai	No change
46	28 Technical bid evaluation	The number of Implementations carried out in India (during the last 5 years till RFP submission date) ** Bidder/OSD should have implemented and/or managed Universal Reconciliation Management System in minimum 2 Banks / Financial Institutes in India / Global in last 5 years (from RFP date) and at least one of these Banks should have 500 branches or a balance sheet size of Rs. 2.00 lac Crore or more.	Kindly modify the clause as "Bidder/OSD should have implemented and/or managed Universal Reconciliation Management System in minimum 2 Banks /Financial Institutes in India / Global in last 5 years (from RFP date)" for MSE/startups.	No Change
47	18	The selected Service Provider or bidder will provide the Bank a complete solution for all the modules including but not limited to supply, installation of required hardware & software.	Request bank to clarify if bank will provide license for Operating system (windows/Linux), Database (Oracle etc.), Middleware or similar software's. If No, then we understand that bidder has to provide the required OS, DB license as part of their deliverables. Hence the provision for adding commercials for OS, DB license is to be provided in the commercial format (Annexure - 14 commercial Bid)	All Infra related licenses will be provided by Bank and application software including middleware to be born by bidder.



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48	Annexure 11, Project Details and Scope of Work	The Bank may arrange for, necessary servers, hardware and applicable software, operating system to install the solution at Bank Data Centre and also replicate at Disaster Recovery Site. DC and DR will function as Active / Passive.	We understand that bank will provide servers, hardware, required Infrastructure and applicable software, operating system to install the solution. Please confirm on our understanding.	All Infra related licences will be provided by Bank and application software including middleware to be born by bidder.
49	Annexure 11, Project Details and Scope of Work	annual training is to be conducted by the successful bidder at Head Office, Vadodara/DC, DR site at Mumbai and Hyderabad.	We understand that the Annual training is to be provided at 3 locations i.e. One DC and 2 DRs. Please confirm.	After successful implementation service provider need to provide training to the users at Mumbai and for outside Mumbai location training through teams will be provided. User manual need to be provided to the users during training session.
50	Annexure 11, Project Details and Scope of Work	Presently, Bank is processing a volume of 3 crores transaction on daily basis. Assuming that the volume of transaction will grow by 2 times for the succeeding years on daily basis, the hardware sizing and other infrastructure requirement has to be properly factored in the technical proposal submitted by the bidder.	Request Bank to provide an estimate Year-on-Year growth % for better clarity so that bidder can propose/ size the infra accordingly.	Published as part of Addendum1
51	Annexure 11, Project Details and Scope of Work	Network connectivity, security and other infrastructure will be provided by the Bank.	Request bank to clarify, Infrastructure like RACK, network switch, SAN, Firewall etc. will be provided by bank and bidder doesn't have to quote for the same in the commercials.	All Infra related licences will be provided by Bank and application software including middleware to be born by bidder
52	Annexure 02 – Evaluation Terms B. Technical Bid Evaluation	Technical Presentation* on Proposed Solution by the Bidder	Technical presentation should be part of proposal and to be submitted along with bid? Please confirm.	Yes





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53	Annexure 02 – Evaluation Terms C. Commercial Bid Evaluation	The key considerations of the TCO would be the total payouts for entire project through the contract period, discounted at 10% to arrive at the present value of the future cash outflows. Accordingly the L1 (Lowest Bidder) would be arrived at.	Request Bank to clarify on the selection criteria of final bidder. Is it L1 (Lowset Bidder) or it is techno commercial (Weighted evaluation) as mentioned in section D weighted evaluation	It wil as per Techno Commercial Weighted evaluation please refer to point D. Weighted evaluation
54	2. Technical and Functional Specifications 2. Delivery	The Universal Reconciliation Management System must be implemented as per project scope within a period of 3 months in totality from the date of placing of purchase order by the Bank. The solution as per the required scope needs to be rolled out as per the delivery timelines mentioned above	Since the time required from date of PO to actual start of Project and finalisation of requirement varies and in that case, the actual time left for implementation is lesser than expected. Hence, request Bank to amend the clause as follows: The successful bidder should ensure implementation of the entire solution within three months from date of SRS signoff	Please refer to Delivery clause - The Universal Reconciliation Management System must be implemented as per project scope within a period of 6 months in totality from the date of placing of purchase order by the Bank.
55	C Experience & Support Infrastructure	The proposed solution should have the capability to reconcile various Accounts viz Internal Office accounts (CBS, Treasury), 3rd party transaction reconciliation (Reconciliation of transaction and amount receivable from and payable to) like NPCI, RBI, VISA, MASTER aggregators etc. It should cover business like Digital Business, Treasury Business, Government Business, Agriculture Business etc. Details are mentioned in Annexure 11 and should have capability to process at least 5 Crore transactions per day on average basis as on RFP date.	We understand that the proposed solution should have capability to process 5 crores transactions on daily basis. For which we the bidder has to submit the declaration on their letter head.	Published as part of Addendum 1
56	d) Onsite Support Charges	Payable quarterly at the end of each quarter against receipt of satisfactory support report including attendance signoff of previous quarter from the Bank's Project / Operation Manager. Payment will be proportionate to the attendance	Request Bank to modify the clause as "Payable monthly at the end of each month against receipt of satisfactory support report including attendance signoff of previous quarter from the Bank's Project / Operation	No change



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			Manager. Payment will be proportionate to the attendance	
57	Annexure 11, Project Details and Scope of Work	Successful bidder will have to implement the project covering entire scope of the RFP, including all technical and functional specifications as specified in the RFP (atleast 3 modules- NEFT, IMPS, UPI) should be installed at bank designated location within 90 days of issuance of work order and remaining modules within next six months.	Request bank to modify the clause to implement the project covering entire scope of the RFP, including all technical and functional specifications as specified in the RFP (atleast 3 modules- NEFT, IMPS, UPI) should be installed at bank 90 days from SRS signoff and remaining modules within next six months.	No change in the scope for the relevant point
58	Annexure 11, Project Details and Scope of Work	Additional query	Request to clarify if Bank requires onsite resource for managing infrastructure or to provide software support for Recon application.	Bank need Onsite support resource to provide Application support .
59	Annexure 13 – Masked Commercial Bid	b. Data Migration from existing system to the new system shall be a responsibility of the successful bidder and it to be carried out by the as part of Installation cost.	Request to clarify which is the current system and the database used for this system (Oracle/ MySQL etc) and the size of data which is to be migrated.	The existing application is running on Oracle/ MySQL.
60	Important Dates, Clause No. A8	Bid Security (Earnest Money Deposit) - Rs.40,00,000/-	Our organisation is registered as a "Medium" entity under MSME Act of Govt, of India, Request Bank to waive off the tender fee & EMD 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	As per GOI guidelines exemption is already granted to MSE bidders in RFP
61	Annexure 11, Scope of Work	The Bank may arrange for, necessary servers, hardware and applicable software, operating system to install the solution at Bank Data Centre and also replicate at Disaster Recovery Site.	The statement - The Bank may arrange..... is ambiguous.  Request Bank to clarify and confirm who will provide necessary servers, hardware and	Bank will arrange for Hardware except application Software and middleware.



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			applicable software, operating system, DB etc.	
62	Payment Terms, Hardware Cost	(One resource - single shift of 8 hrs/day – 365 days)	Request Bank to mention the type of resource required (L1/L2/L3) and is this resource required for Manging IT Infra or he will be for Recon Application Support	Bank requires L2 Support resources having adequate domain and technical knowledge in the proposed solution and can do trouble shooting to resolve the operational issue arises if any.
63	Payment Terms, Implementation and Integration Cost	30% - After implementation, customisation & UAT sign off 40% - After go-live sign-off 30% - After go-live closure sign-off	Request Bank to modify the payment terms as mentioned below:  20% - Along with Purchase order 50% - After implementation, customisation & UAT sign off 20% - After go-live sign-off 10% - After go-live closure sign-off	No change
64	Annexure 11, Project Details and Scope of Work	Additional query	Request Bank to confirm how the source data will be provided like DBLINK/API/Flat File & what will be the frequency.	Bank will provide the data through DBLINK/API/Flat File as per successful bidder requirement. The frequency varies from Module to Module.
65	Annexure 11, Project Details and Scope of Work	Additional query	Request Bank to let us know who are the Switch Vendor /OEM for (UPI/IMPS/Cards/FI)	Will be shared with Successful Bidder.



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66	Annexure 11, Project Details and Scope of Work	Additional query	Request Bank to let us know the OEM for CBS	Will be shared with Successful Bidder.
67	Annexure 11, Project Details and Scope of Work	Additional query	Request Bank to let us know whether bank can provide Oracle EXADATA DB machine for database usage for the proposed recon system?	All Infra related licences will be provided by Bank and application software including middleware to be born by bidder.
68	Annexure 11, Project Details and Scope of Work	Additional query	Request Bank to let us know Number of aggregators in internet banking and other interface modules?	Will be shared with Successful Bidder.
69	Annexure 11, Project Details and Scope of Work	Additional query	Request Bank to let us know how many GL Accounts are presently being used and need to reconcile?	We have approximately 2850 internal office accounts. We will provide list of office accounts to selected vendor.
70	Annexure 11, Project Details and Scope of Work	Additional query	Request Bank to let us know Number of ATMSs/BNA	Will be shared with Successful Bidder.
71	Annexure 11, Project Details and Scope of Work	Additional query	Request Bank to let us know Number of branches from where DMS (dispute management system) will be accessed to raise complaint for the customer.	Will be shared with Successful Bidder.
72	Annexure 11, Project Details and Scope of Work	Additional query	Request Bank to let us know Which interface will be provided for Integration of DMS with banks existing CRM?	Will be shared with Successful Bidder.
73	Annexure 11, Project Details and Scope of Work	Additional query	Request Bank to let us know how bank will provide the data for raising complaint of old dates?	Will be shared with Successful Bidder.



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74	Annexure 11, Project Details and Scope of Work	Additional query	Request Bank to let us know what is the average number of dispute / complaints gets registered in one single day for all channels?	Will be shared with Successful Bidder.
75	Annexure 11, Project Details and Scope of Work	Additional query	Request Bank to let us know Existing architecture which would be integrated with the newer system architecture require clarity	Will be shared with Successful Bidder.
76	Annexure 11, Project Details and Scope of Work	Additional query	Request Bank to clarity on DC/DR and near NDR locations	Will be shared with Successful Bidder.
77	Annexure 11, Project Details and Scope of Work	Additional query	Require clarity on the application which would require High Availability and Failover/Failback process	Application requires high availability.
78	Annexure 11, Project Details and Scope of Work	Additional query	Request Bank to Clarify on the underlying bandwidth	Will be shared with Successful Bidder.
79	Annexure 11, Project Details and Scope of Work	Additional query	Request Bank to let us know From implementation and manageability persae need to know the SLA from hardware and software standpoint	SLA details are mentioned in RFP.



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80	Annexure 2 Eligibility C Experience & Support Infrastructure	<p>The proposed solution should have the capability to reconcile various Accounts viz Internal Office accounts (CBS, Treasury), 3rd party transaction reconciliation (Reconciliation of transaction and amount receivable from and payable to) like NPCI, RBI, VISA, MASTER aggregators etc. It should cover business like Digital Business, Treasury Business, Government Business, Agriculture Business etc. Details are mentioned in Annexure 11 and should have capability to process at least 5 Crore transactions per day on average basis as on RFP date.</p>	<p>We understand that the proposed solution should have capability to process 5 crores transactions on daily basis. For which we have to submit the declaration on our letter head.</p> <p>Our proposed solution has the capability to process 5 crore transactions, but the PSU bank where we have implemented the solutions has a volume of 50 lacs transactions per day and also very few of the banks has volume of 5 crores.</p> <p>Considering the same we request bank to modify the clause as " The proposed solution should have the capability to reconcile various Accounts viz Internal Office accounts (CBS, Treasury), 3rd party transaction reconciliation (Reconciliation of transaction and amount receivable from and payable to) like NPCI, RBI, VISA, MASTER aggregators etc. It should cover business like Digital Business, Treasury Business, Government Business, Agriculture Business etc. Details are mentioned in Annexure 11 and should have capability to process at least 1 Crore transactions per day on average basis as on RFP date.</p>	Published as part of Addendum 1
81	Annexure 11, Project Details and Scope of Work	<p>The hardware and infrastructure has to be provided by the bidder</p>	<p>We assume that bank has Oracle ULA license and the same will be extended or provided by bank for the reconciliation project.</p>	Bidder has to provide hardware sizing with respect to the solution proposed this





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			Hence the bidder don't have to consider the database cost in their commercial TCO. Please confirm.	hardware will be provided by Bank
82	Annexure 11, Project Details and Scope of Work	• Non-compliance penalty of NPCI or any other regulatory entity, applicable to Banks and Customer compensation for delayed reconciliation, delayed filings and beyond prescribed TAT (Turnaround time) will have to be borne by the bidder for reasons not attributing to the Bank and attributing to the Bidder. Penalty amount and customer compensation for such incidences will be recovered from the bidder. This would be part of Liquidated Damages	This penalty to be implemented only there is delay from bidders end. If there is delay in receiving files from Banks side, then this penalty should not be imposed on bidder. Also there should be a cap of penalty for this clause. It can not be open ended.	Delayed recon invites penalty and customer compensation to Bank. If the reason for delay is caused by the service provider as mentioned in the clause the penalty amount has to be borne by the bidder.
83	Annexure 14 – Commercial Bid	a. *Enterprise License would mean Enterprise wide perpetual level license for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs. Universal Reconciliation Management System deployed in Bank can be used without ATS by the Bank even after the contract period. Bank can continue availing support services from Successful Bidder/OEM for the Universal Reconciliation Management System by paying ATS	We understand that the license will cover all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs. We assume that the Implementation for any new branch, subsidiary or RRB will be charged seperately by mutual agreement on the implementation fees.	Licenses and implementation should be as mentioned in RFP. Future implementations if any will be undertaken seperately.



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84	[A] Important Dates:	Last Date & Time of Submission of Bids	Since the proposed submission date is closer to the year end, considering the top management of companies would not be available in office, request bank to reconsider the tender submission on 12th Jan 2024.	Sufficient time will be provided to the bidders as per the Bank's Policy
85	8. Performance Bank Guarantee	The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 15 to the extent of 10% of the Contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.	We request the bank to consider the Performance Guarantee as 3% of the Contract Value as per industry standards. 10% performance security will lead to blocking entire cash flows of the Bidder to extent of 10% of contract value for entire period and be financially infeasible for bidder.	No change



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86	8. Performance Bank Guarantee	<p>The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 15 to the extent of 10% of the Contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.</p>	<p>1. We wish to draw your attention to the Office Memorandum No.F.1/1/2022-PPD dated 02.02.2022 by which amendments to General Financial Rules (GFR), 2017 regarding Bid Security' and 'Performance Security' were the Department of Expenditure, Procurement Policy Division, Ministry of Finance has mandated to include Insurance Surety Bonds as Security Instrument. It clearly outlined that the Performance Security may be furnished in form of Insurance Surety Bonds.</p> <p>2. We request Bank to include following clause under Performance Security: "If Govt. releases any amendment for Performance Security under rule of GFR 2017 or any other guidelines, Bank may change the clause of Performance Bank Guarantee accordingly during any time of contract period and Successful bidder should submit the revised PBG accordingly within 30 days from date of order of Bank."</p> <p>For both EMD and Performance Security, we request Bank to also include Insurance Security Bond apart from Bank Guarantee.</p> <p>We also advise Bank to refer to Office Memorandum Ref No. No. F. 1 1612023-PPD dated 23.05.2023 by Department of Expenditure, Procurement Policy Division, Ministry of Finance on Proportionality in</p>	No change
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			<p>Performance Security for multiyear service contracts and include its reference in the RFP.</p> <p>We would also like to highlight that the Bank has already considered the Insurance Surety Bond for EMD and Performance Security in a recent RFP.</p>	
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87	12. Termination	Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.	We request the Bank to modify this clause since the Bidder will be committing significant resources for this project and would need financial certainty for this contract. In case the Bank would like to terminate due to convenience, it should pay the remaining payable amount as per the TCO for the remaining period of the contract. Further, Termination for convenience clause is one-sided and is not in the spirit of a mutual contract between two parties. Bidder will be committing large resources for executing the project and will require Certainty of contract till end of tenure. Request the Bank to delete the clause for termination for convenience.	No change
88	12. Termination	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. One month notice period is extremely short and infeasible for bidder, we request Bank to consider minimum 6 months notice period. The Bank will also require significant time to be prepared for any migration. 2. The condition related to bidder making good the additional expenditure the Bank may have to incur for execution of balance of contract is a regressive action putting large burden to Bidder and not at all justified since the Bank's risk is already sufficiently covered Bidder given the performance security is already submitted by Bidder to the Bank.	No change



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89	Annexure 01 – Guidelines for submission details and E-tendering	Commercial Bid should be strictly as per Commercial bid format (Annexure 14). Any commercial bid submitted not in conformity with Annexure 14 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.	Technical and Eligibility document will be part of Technical submission, and commercial document will be separate, our understanding is that the vendor needs to submit all the three documents. Please clarify if our understanding is correct.	Please ensure that costs are not mentioned anywhere in technical/eligibility bid
90	Annexure 02 – Evaluation Terms	The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof	For complete fairness of the system, request bank to atleast share the reasons for rejecting the tender.	No change
91	Annexure 02 -A- Eligibility Bid Evaluation C - Experience & Support Infrastructure Pt 01	Bidder/OSD should have implemented and/or managed Universal Reconciliation Management System in minimum 2 Banks / Financial Institutes in India / Global in last 5 years (from RFP date) and at least one of these Banks should have 500 branches or a balance sheet size of Rs. 2.00 lac Crore or more	Since most Banks have specific modules from a reconciliation vendor, we request the Bank to relax the clause to the following: Bidder/OSD should have implemented and/or managed atleast 3 Reconciliation modules in minimum 2 Banks / Financial Institutes in India / Global in last 5 years (from RFP date) and at least one of these Banks should have 500 branches or a balance sheet size of Rs. 2.00 lac Crore or more	Published as part of Addendum
92	Annexure 02 -A- Eligibility Bid Evaluation C - Experience & Support Infrastructure Pt 02	The proposed solution should have the capability to reconcile various Accounts viz. Internal Office accounts (CBS, Treasury), 3rd party transaction reconciliation (Reconciliation of transaction and amount receivable from and payable to) like NPCI, RBI, VISA, MASTER aggregators etc. It should cover business like Digital Business, Treasury Business, Government Business, Agriculture Business etc. Details are mentioned in RFP and should have capability to process at least 5 Crore transactions per day on average basis as on RFP date.	Along with customer letters we request bank to consider a self-declaration from bidder that it will provide the required documentary evidence to prove its solution's capability to handle the required volume. As part of technical evaluation post the bid submission, the Bidder can subsequently submit an external certificate regarding Stress test and Penetration test results to prove the solution's capability to handle the required volume.	Published as part of Addendum





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93	Annexure 11 – Project Details and Scope of Work-A. Scope of Work -Pt No 01	The solution should be implemented at Bank, and at the Bank's discretion, at RRBs of Bank, foreign subsidiaries and or any subsidiary/branch/office of this Bank. However, there may be increase in the number of branches / offices as per the business requirement / policies of the Government (merger/ acquisition). Hence, the same needs to be considered as part of scope of work.	Request bank to mutually agree on additional commercials with the selected bidders for deployment of solution at foreign subsidiaries.	Published as part of Addendum
94	Annexure 11 – Project Details and Scope of Work-A. Scope of Work -Pt No 02	2) The Bank may arrange for, necessary servers, hardware and applicable software, operating system to install the solution at Bank Data Centre and also replicate at Disaster Recovery Site.	The statement is ambiguous need more clarity on if the bidder is to consider the hardware cost	All Infra related licences will be provided by Bank and application software including middleware to be born by bidder.
95	Annexure 11 – Project Details and Scope of Work-A. Scope of Work- Other Technical Criteria:-Proof of concept	a) Selected vendors will be required to demonstrate their solutions using specific data from Bank of Baroda. All vendors selected for the proof-of- concept (POC) phase will be provided with a sample set of data from various source systems within 2 weeks of the scheduled demonstration date.	our assumption is that the bank will share data with bidder who has scored 70% or more, Please clarify.	Published as part of Addendum
96	Annexure 11 – Project Details and Scope of Work-A. Scope of Work- Pt no 11	The bidder in their proposal should provide details regarding Database Design, Table Structure, and Application Programming Interface etc. so as to give the Bank, sufficient insight on working of the application or software. System should have maximum automation and minimum human intervention mechanism based on AI / ML / Robotics etc.	The Database design and Table structure are considered as IP (intellectual Property) and cannot be shared, hence request bank to change the clause to "The bidder in their proposal should provide sufficient insight on working of the application or software. System should have maximum automation and minimum human intervention mechanism based on AI / ML / Robotics etc."	No change



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97	Annexure 11 – Project Details and Scope of Work-A. Scope of Work- Pt no 19	The proposed solution by the Service Provider or bidder should have the experience as mentioned in the Eligibility Conditions. Certification of satisfaction of service from GM / DGM of Scheduled Commercial Banks (for implementation in India) or Head of Department (for implementation abroad) should be provided. Summary of one such Payment Reconciliation project implemented must be enclosed with the technical bid, giving below details	Declaration from Bidder should be acceptable, the bank can be cross check the correctness of the document during the customer visit.	Published as part of Addendum
98	25. 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.	Request bank to consider maximum liability of 1 years revenue and not equal to the contract value.	No change
99	[A] Important Dates:	Last date of submission 02-01-2024	Considering the holidays in last week of December and less time available for submission, we request Bank to extend the date of submission to 16-01-2024	Sufficient time will be provided to the bidders as per the Bank's Policy
100	C Experience & Support Infrastructure	The proposed solution should have the capability to reconcile various Accounts viz. Internal Office accounts (CBS, Treasury), 3rd party transaction reconciliation (Reconciliation of transaction and amount receivable from and payable to) like NPCI, RBI, VISA, MASTER aggregators etc.	we shall share Self Declaration and PO/Work orders for the proof.	Published as part of Addendum
101	[A] Important Dates:	A.5 Last Date & Time of Submission of Bids : 2nd January 2024, 03:00 PM	Kindly extend the Submission Date.	Sufficient time will be provided to the bidders as per the Bank's Policy



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102	C. Scope of Work for Debit Card, ATM and Cash Recycler (CR) transaction reconciliation and dispute handling.	Vendor should have a well-defined data migration strategy and PERT (program evaluation and review technique) - chart with definitive timelines for migration of data from the existing set-up of the Bank. The cost of migration if any would be borne by the Successful Vendor.	We kindly request the bank to include the migration cost list of item in commercial bid.	Data Migration from existing system to the new system shall be a responsibility of the successful bidder and it to be carried out by the as part of Installation cost.
103	7. Escrow Mechanism	The Bank and the Vendor shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the software product supplied/procured by the Vendor to the Bank in order to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Vendor regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Vendor. The Bank and the Vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Vendor. As a part of the escrow arrangement, the final selected Vendor is also expected to provide a detailed code documentation.	since the RFP is license model and everything is placed in Bank premises. Escrow mechanism should and cost can be handled by Bank. Please clarify	No change



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104	Annexure 2 : Eligibility Evaluation C Experience & Support Infrastructure	Bidder/OSD should have implemented and/or managed Universal Reconciliation management System in minimum 2 Banks / Financial Institutes in India / Global in last 5 years (from RFP date) and at least one of these Banks should have 500 branches or a balance sheet size of Rs. 2.00 lac Crore or more.	As an MSME Company, we have been engaged in reconciliation activities for a large PSU, with a balance sheet size of INR 1.25 Lakh crore, for the past four years starting 2019 and our current purchase order is valid until 2025. This organization has approx. 400+ divisions where banks like (ICICI/HDFC/PNB/ Central Bank of India) are involved for online payments. Our responsibilities encompass reconciling payment collections from nationalized and scheduled commercial banks, as well as collaborating with an electronic payment gateway aggregator for the PSU for its more than 400+ divisions. Our submission is to allow relaxation in the condition for MSME organization as per below suggestion: Bidder/OSD should have implemented and/or managed Universal Reconciliation management System in minimum 1 Bank /PSU/ Financial Institutes in India / Global in last 3 years (from RFP date) which should have 250+ branches/divisions or a balance sheet size of over Rs. 1.00 lac Crore or more.	Published as part of Addendum
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105	Annexure 2 : Eligibility Evaluation C Experience & Support Infrastructure	The proposed solution should have the capability to reconcile various Accounts viz. Internal Office accounts (CBS, Treasury), 3rd party transaction reconciliation (Reconciliation of transaction and amount receivable from and payable to) like NPCI, RBI, VISA, MASTER aggregators etc. It should cover business like Digital Business, Treasury Business, Government Business, Agriculture Business etc. Details are mentioned in RFP and should have capability to process at least 5 Crore transactions per day on average basis as on RFP date.	As per the request outlined in the first (1) clause, kindly consider providing relaxation in this aspect for MSMEs. Also, we kindly request provide relaxation regarding like NPCI, RBI, VISA, MASTER point for MSME.	Published as part of Addendum
106	Annexure 2 : Eligibility Evaluation C Experience & Support Infrastructure	Bidder should have direct support office at Mumbai	Our submission is to give relaxation as below. "The selected bidder should establish their support office in Mumbai within 15 days from the project's award date."	No change