

उत्तर बिहार ग्रामीण बैंक

प्रधान कार्यालय, कलमबाग चौक
मुजफ्फरपुर, बिहार, 842001



UTTAR BIHAR GRAMIN BANK

HEAD OFFICE, KALAMBAGH CHOWK
MUZAFFARPUR, BIHAR, 842 001

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Letter No. HO/IT/15/2022-23/78

Date: 10-06-2022

Elucidation

Details of the queries along with Bank response are mentioned under:

Business Solutions RFP - Response to Pre Bid Queries					
S. No.	Page No.	Point/Section	Query	Bank's Response	Corrigendum /Clarification /Addendum
1	Exit Option and Contract Re-Negotiation	Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the BIDDER should continue to supply the equipment's (if required/non delivered) and provide services to the Bank as per the contract.	Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the BIDDER should continue to supply the equipment's (if required/non delivered) and provide services to the Bank as per the contract.	The revised clause should read as "Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the BIDDER should continue to supply the equipment's (if required/non delivered) and provide services to the Bank as per the contract. Bidder will be continued to be paid for all equipment and services provided during this period which are not disputed."	Corrigendum

2	88	<p>Annexure 3: Conformity Letter:- We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Annexure 5 of the main RFP document which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.</p>	<p>Annexure 3: Conformity Letter:- We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Annexure 5 of the main RFP document which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us. Mutually discussed</p>	<p>The revised clause should be read as "Annexure 3: Conformity Letter:- We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Annexure 5 of the main RFP document which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be Mutually discussed"</p>	Corrigendum
3	47	<p>5.50 Exit Option and Contract Re-Negotiation:</p>	<p>Notwithstanding anything contained in this Agreement, the Bank shall be entitled to terminate the agreement with the service provider without assigning any reason at any time by giving thirty (30) ninety (90) days prior written notice to the service provider.</p>	<p>The revised clause should be read as "Notwithstanding anything contained in this Agreement, the Bank shall be entitled to terminate the agreement with the service provider without assigning any reason at any time by giving ninety (90) days prior written notice to the service provider."</p>	Corrigendum

4	50	<p>5.61 Addition/Deletion of Qualified Offerings: All quantities mentioned in this RFP are indicative. Bank can vary the quantities of components to be procured as part of this tender. This also includes the right to modify the number of branches, extension counters, offices, training centers etc.</p>	<p>5.61 Addition/Deletion of Qualified Offerings: All quantities mentioned in this RFP are indicative. Bank can vary the quantities upto +/-10% of components as quoted in the RFP per the to be procured as part of this tender. This also includes the right to modify the number of branches, extension counters, offices, training centers etc. at mutually agreed terms, payments and costs</p>	<p>No change. Please be guided by the RFP requirements.</p>	<p>Clarification</p>
5		<p>5.62 Termination: 4. Termination for Convenience: The Bank, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination</p>	<p>5.62 Termination: 4. Termination for Convenience: The Bank and the Bidder, by 90 days prior written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service In the event of termination by the Bank, the Bidder shall be paid for the: a) Goods delivered b) Services rendered c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite Bidder's best efforts e) Unrecovered investments shall be paid by customer as per termination schedule till the date of termination."</p>	<p>No change. Please be guided by the RFP requirements.</p>	<p>Clarification</p>
6	56	<p>5.70 Performance Bank Guarantee: . As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG), in the format given by the Bank in Annexure-13, for 10% (if any change in the PBG value, by the government at the time of bid submission or before the same shall be communicated to the Bidder and will be applicable) of the total project cost valid for 63 months, validity of</p>	<p>5.70 Performance Bank Guarantee: . As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG), in the format given by the Bank in Annexure-13, for 10% 3%(if any change in the PBG value, by the government at the time of bid submission or before the same shall be communicated to the Bidder and will be applicable) of the total project cost valid for 63 months, validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of thePO acceptance by the Bidder.</p>	<p>5.70 Performance Bank Guarantee: . As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG), in the format given by the Bank in Annexure-13, for 3%(if any change in the PBG value, by the government at the time of bid submission or before the same shall be communicated to the Bidder and will be applicable) of the total project cost valid for 63 months, validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of thePO acceptance by the Bidder.</p>	<p>Clarification</p>

		PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.			
7	29	5.1 In case of conflict between clause in RFP and SLA the terms and conditions of RFP read with replies, to pre-bid queries, if any, will prevail.	51. In case of conflict between clause in RFP and SLA the terms and conditions of RFP read with replies, to pre-bid queries, if any, SLA will prevail.	No change. Please be guided by the RFP requirements.	Clarification
8	31	5.8 RFP Ownership The RFP and all supporting documentation/templates are the sole property of the Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter alia cause the Bidder to be irrevocably disqualified. The aforementioned material must be returned to Bank when submitting the Bidder proposal, or upon request.	5.8 RFP Ownership The RFP and all supporting documentation/templates are the sole property of the Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter alia cause the Bidder to be irrevocably disqualified. The aforementioned material must be returned to Bank when submitting the Bidder proposal, or upon request.	The revised clause should be read as "5.8 RFP Ownership The RFP and all supporting documentation/templates are the sole property of the Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust. The aforementioned material must be returned to Bank when submitting the Bidder proposal, or upon request."	Corrigendum
9	34	5.17 Ownership and Grant of Licenses, Patent Rights/ Intellectual Property Rights : B) Patent Rights / Intellectual Property Rights	To delete Clause 5.17 A) Ownership, and grant of licenses	No change. Please be guided by the RFP requirements.	Clarification

10	37	<p>5.23 Changes to the RFP:Bidder shall indemnify, protect and save Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 and Information Technology Act 2000 in respect of all the hardware, software and equipment or other systems supplied by them to Bank from whatsoever source, provided however, (i) Bank notifies the Bidder in writing as soon as practicable when Bank becomes aware of the claim (ii) the Bidder has sole control of the defense and all related settlement negotiations (iii) Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (vi) Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where Bank is required by any authority/regulator to make a comment/statement/representation.</p> <p>Indemnity would be limited to court awarded damages and shall exclude</p>	<p>5.23 Changes to the RFP:Bidder shall indemnify, protect and save Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 and Information Technology Act 2000 in respect of all the hardware, software and equipment or other systems supplied by them to Bank from whatsoever source, provided however, (i) Bank notifies the Bidder in writing as soon as practicable when Bank becomes aware of the claim (ii) the Bidder has sole control of the defense and all related settlement negotiations (iii) Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iv) Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where Bank is required by any authority/regulator to make a comment/statement/representation. (v) the Bidder shall not have any liability to the Bank under this clause to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a deliverable with equipment or software supplied by the Bank where the deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by Bank; (3) use of a deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a deliverable by anyone other than the Bidder where the unmodified version of the deliverable would not have been infringing. The Bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, it obtains for the Bank the right to continue using such deliverables as provided without infringement, or replace or modify such deliverables so that they become non-infringing.</p> <p>Indemnity would be limited to court awarded damages and shall exclude indirect, consequential</p>	<p>No change. Please be guided by the RFP requirements.</p>	<p>Clarification</p>
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	<p>indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.</p> <p>.....</p> <p>Over the course of the contract there could be newer technologies that are being implemented by the OEMs, in such a case, during the tenure of the contract, Bank shall have the right to negotiate the price, in case it wishes to procure a newer version of the product stated as this RFP.</p>	<p>and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.</p> <p>.....</p> <p>Over the course of the contract there could be newer technologies that are being implemented by the OEMs, in such a case, during the tenure of the contract, Bank shall have the right to negotiate the price, in case it wishes to procure a newer version of the product stated as this RFP.</p>	
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11	39	5.30 Indemnity	<p>5.30 Indemnity</p> <p>1. The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's 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 and directly attributable to the service provider:</p> <p>a. Bank's authorized / bona fide use of the Deliverables and/or the Services provided by Bidder/Service Provider under this RFP ; and/or</p> <p>b. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP ; and/or</p> <p>c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or</p> <p>d. Breach of any of the term of this RFP/Purchase Order (PO) or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this Agreement/PO; and/or</p> <p>e. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or</p> <p>f. Breach of confidentiality obligations of the Vendor contained in this Agreement; and/or</p> <p>g. Negligence or gross misconduct attributable to the Bidder or its employees or sub- contractors.</p> <p>h. Statutory infringements in respect of all hardware, hardware components, software for the system (including operating system/s, system software, application software, security, firewall, antivirus etc.) etc. supplied by the Bidder.</p> <p>i. The Bidder shall indemnify the Bank for any data loss/damage because of processing of Bank's data in the software supplied.</p> <p>2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under RFP</p>	No change. Please be guided by the RFP requirements.	Clarification
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		<p>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, provided the Bank:</p> <ul style="list-style-type: none">a. Notifies the Bidder in writing; andb. Cooperates with the Bidder in the defense and settlement of the claims. <p>3. The Bidder shall compensate the Bank for such financial loss, direct and remote, suffered by the Bank if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels.</p> <p>4. Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings,</p> <ul style="list-style-type: none">a. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/orb. resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim however,<ul style="list-style-type: none">i. the Bidder has sole control of the defense and all related settlement negotiations.ii. the Bank provide the Vendor with the assistance, information and authority reasonably necessary to perform the above andiii. Bidder aware the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where Bank is required by any authority/regulator to make a	
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comment/ statement/
representation.

iv. the Bidder shall not have any liability to the Bank under this clause to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a deliverable with equipment or software supplied by the Bank where the deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by Bank; (3) use of a deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a deliverable by anyone other than the Bidder where the unmodified version of the deliverable would not have been infringing. The Bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, it obtains for the Bank the right to continue using such deliverables as provided without infringement, or replace or modify such deliverables so that they become non-infringing.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.

However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

5. Indemnity would be limited to court awarded damages and shall exclude consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

6. The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.

Bidder shall indemnify to bank, if cyber threatened /crime/hacking or any related offence occurs due to use of solution/software supplied (including support services) or any other manner provided in this regard.

12	42	5.32 Security Configuration, Inspection, Audit, Monitoring & Visitations	<p style="text-align: center;">Add to the clause: For the avoidance of doubt, the audit rights under this Clause shall not include access to the Bidder's cost and revenue records, any confidential information relating to the Bidder's employees and other customers, records of its internal Board or committee meetings including audits, or such other information of commercial nature which are not relevant to the services under the SLA.</p>	<p style="text-align: center;">Addition of this clause to section 5.32 of RFP: "For the avoidance of doubt, the audit rights under this Clause shall not include access to the Bidder's cost and revenue records, any confidential information relating to the Bidder's employees and other customers, records of its internal Board or committee meetings including audits, or such other information of commercial nature which are not relevant to the services under the SLA."</p>	Addendum
13	44	5.38 Disclaimer	To delete this clause	No change. Please be guided by the RFP requirements.	Clarification
14	47	5.50 Exit Option and Contract Re-Negotiation	<p>5.50 Exit Option and Contract Re-Negotiation</p> <p>The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to by way of recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions:</p> <ul style="list-style-type: none"> • Delay in delivery of solution beyond the specified period. • Serious discrepancies noted in the solution delivered. <ul style="list-style-type: none"> • Breaches in the terms and conditions of the Purchase Order/Agreement. • Non satisfactory performance of Service Provider during the contract period. • In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Service Provider towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages. <ul style="list-style-type: none"> • Bank shall serve the notice of termination to the Service Provider at least 60 days prior, of its intention to terminate services during the contract period. • In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the BIDDER. • The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the BIDDER at more favorable terms in case such terms are offered in 	No change. Please be guided by the RFP requirements.	Clarification

			<p>the industry at that time.</p> <ul style="list-style-type: none"> • Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the BIDDER should continue to supply the equipment's (if required/non delivered) and provide services to the Bank as per the contract on receipt of regular payments from the Bank in terms of the SLA, provided that the supply of equipments or providing of services is not itself a subject matter of arbitration. 		
15	53	<p>5.67 Service Provider's Integrity and Obligation:</p> <p>g) The Service Provider shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.</p> <p>r) The Bank reserves its right to blacklist to Service Provider to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated</p>	<p>5.67 Service Provider's Integrity and Obligation:</p> <p>g) The Service Provider shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.</p> <p>r) The Bank reserves its right to blacklist to Service Provider to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated under RFP/Agreement</p>	No change. Please be guided by the RFP requirements.	Clarification

		under RFP/Agreement			
16	56	5.68 Liquidated Damages: Bank reserve the right to inform IBA/ other banks for blacklisting the Service Provider in case of default in service or delay in implementation of the project leading to financial loss or reputation loss of loss of time of the bank for implementation of the project	5.68 Liquidated Damages: Bank reserve the right to inform IBA/ other banks for blacklisting the Service Provider in case of default in service or delay in implementation of the project leading to financial loss or reputation loss of loss of time of the bank for implementation of the project	No change. Please be guided by the RFP requirements.	Clarification
17	56	5.69 Blacklisting : Bank reserves its right to blacklist to concern Bidder to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non- fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated in this RFP / Agreement.	5.69 Blacklisting : Bank reserves its right to blacklist to concern Bidder to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non- fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated in this RFP / Agreement.	No change. Please be guided by the RFP requirements.	Clarification

18	59	<p>7.1 Normalization of Bids The Bank may go through a process of technical and commercial evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids need to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the updated technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission till the Bank is reasonably satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned Bidder.</p>	<p>7.1 Normalization of Bids The Bank may go through a process of technical and commercial evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids need to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the updated technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission till the Bank is reasonably satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned Bidder.</p>	No change. Please be guided by the RFP requirements.	Clarification
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19	80	Annexure 9 Integrity Pact	To delete clauses 6.4 (page 100), 6.9 - 6.10 (page 100), 6.12 - 6.13 (page 100),	No change. Please be guided by the RFP requirements.	Clarification
20	91	Annexure 10 Undertaking No. 2	Vendor is also liable to bear any losses for failure on part of the vendor that bank or customer suffers owing to lapses in reconciliation or due to occurrence of any fraudulent transactions going unnoticed on account of reconciliation failure, security procedures or standards. The Vendor shall adequately compensate the bank for any loss occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency.	No change. Please be guided by the RFP requirements.	Clarification
21	20	3.1.4 RISK BASED SUPERVISION : Reviewing the existing process for collation, validation (Including reconciliation with the financial and other regulatory reports) and submission of RBS data to RBI. This would include following, but not limited to:	3.1.4 RISK BASED SUPERVISION : Reviewing the existing process for collation, validation (Including reconciliation with the financial and other regulatory reports) and submission of RBS data to RBI. This would include following, but not limited to:	No change. Please be guided by the RFP requirements.	Clarification
22	20	3.2 Supply of Software License: The support for the solution should include the following: o All minor version upgrades during the period of contract at no extra cost to the Bank o Program updates, patches, fixes and critical security alerts as required o Documentation updates	3.2 Supply of Software License: The support for the solution should include the following: o All minor version upgrades during the period of contract at no extra cost mutually agreed cost to the Bank o Program updates, patches, fixes and critical security alerts as required o Documentation updates	No change. Please be guided by the RFP requirements.	Clarification
23		5.15 The bank shall have the right to withhold any payment due to the successful bidder, in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the bank.	5.15 The bank shall have the right to withhold any payment due to the successful bidder, in case of delays or defaults on the part of the successful bidder, but such withheld payment shall only be restricted to the delayed or defaulted scope of work. Such withholding of payment shall not amount to a default on the part of the bank.	No change. Please be guided by the RFP requirements.	Clarification

24	32	<p>5.16 Confidentiality</p> <p>Disclosure of receipt of any part of the afore mentioned information to parties, not directly involved in providing the services requested, could result in the disqualification of the Bidder, premature termination of the contract, or legal action against the Bidder for breach of trust.</p>	<p>5.16 Confidentiality</p> <p>Disclosure of receipt of any part of the afore mentioned information to parties, not directly involved in providing the services requested, could result in the disqualification of the Bidder, premature termination of the contract, or legal action against the Bidder for breach of trust.</p>	No change. Please be guided by the RFP requirements.	Clarification
25	36	<p>Clarification of Offer – To assist in the scrutiny, evaluation and comparison of offer, Bank may, at its discretion, ask the Bidder for clarification of their offer. Bank has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.</p>	<p>Clarification of Offer – To assist in the scrutiny, evaluation and comparison of offer, Bank may, at its discretion, ask the Bidder for clarification of their offer. Bank has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.</p>	No change. Please be guided by the RFP requirements.	Clarification
26	38	<p>5.25 Contract Commitment: Bank intends that the contract, which is contemplated herein with the Bidder, shall be for a period of five years. However, the extension of the AMC/ATS, post warranty period, will be at the sole discretion of Bank. The Bidder will continue to provide AMC/ATS services to Bank for the fourth and fifth year on the sole discretion of the Approval granted by Bank. Bank, in this regard, shall continue with the Bidder services based on their satisfaction of the Bidder's performance.</p>	<p>5.25 Contract Commitment: Bank intends that the contract, which is contemplated herein with the Bidder, shall be for a period of five years. However, the extension of the AMC/ATS, post warranty period, will be at the sole discretion of Bank at mutually agrees terms and conditions. The Bidder will continue to provide AMC/ATS services to Bank for the fourth and fifth year on the sole discretion of the Approval granted by Bank. Bank, in this regard, shall continue with the Bidder services based on their satisfaction of the Bidder's performance.</p>	No change. Please be guided by the RFP requirements.	Clarification

27	43	<p>5.36 Limitation of Liability : The Bidders aggregate liability in connection with obligations undertaken as a part of the Project regardless of the form or nature of the action giving rise to such liability (in contract), shall be at actuals and limited to the contract value. The Vendors liability in case of claims against the Bank resulting from, misconduct or gross negligence of the Vendor, 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. The 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 the Bidder under this project and operated according to the Bidder's advice and same confirmed by Bank's officials. In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users</p>	<p>5.36 Limitation of Liability : The Bidders maximum aggregate liability in connection with obligations undertaken as a part of the Project regardless of the form or nature of the action giving rise to such liability (in contract), shall be at actuals and limited to the contract value. The Vendors liability in case of claims against the Bank resulting from, misconduct or gross negligence of the Vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations (but not extending to breach of personal or sensitive datae or information) shall be unlimited. The 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 the Bidder under this project and operated according to the Bidder's advice and same confirmed by Bank's officials. In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.</p>	<p>No change. Please be guided by the RFP requirements.</p>	<p>Clarification</p>
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		and service providers of the Bank would be considered as a direct claim.			
28	43	<p>5.37 Force Majeure The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable due to which performance of contract becomes</p>	<p>5.37 Force Majeure The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable due to which performance of contract becomes impossible but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other</p>	No change. Please be guided by the RFP requirements.	Clarification

	<p>impossible but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/dischARGE other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.</p>	<p>obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.</p> <p>Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.</p>	
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29	45	<p>5.49 Exit Management</p>	<p>5.49 Exit Management The bidder shall promptly on the commencement of the exit management period supply to the Bank or its nominated Bidders the following: i. Complete information/documents relating to the current services rendered or customizations made ii. Documentation relating to Intellectual Property Rights The bidder shall provide uninterrupted services on existing terms for a period not exceeding 6 months post expiry/termination till an alternate solution is available.</p>	<p>No change. Please be guided by the RFP requirements.</p>	<p>Clarification</p>
30	52	<p>5.65 Statutory and Regulatory Requirements The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Vendor in the technical response. During the period of warranty / AMC, Bidder / Vendor should comply with all requirements including any or all reports without any additional cost, defined by any Regulatory authority time to time and which fall under the scope of this RFP / Agreement All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the 5(five) year</p>	<p>5.65 Statutory and Regulatory Requirements The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Vendor in the technical response. During the period of warranty / AMC, Bidder / Vendor should comply with all requirements including any or all reports on a change order basis without any additional cost, defined by any Regulatory authority time to time and which fall under the scope of this RFP / Agreement All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the 5(five) year contract and any future renewal.</p>	<p>No change. Please be guided by the RFP requirements.</p>	<p>Clarification</p>

		contract and any future renewal.			
31	55	5.68 Liquidated Damages: Once the maximum is reached, the Bank may consider termination of the contract, invoke of bank guarantee or any other rights as deem fit.	5.68 Liquidated Damages: Once the maximum is reached, the Bank may consider termination of the contract, invoke of bank guarantee or any other rights as deem fit.	No change. Please be guided by the RFP requirements.	Clarification
32	57	5.77 Change Control Process: Any deviations or changes/amendment in the workflow of Services required by Bank may always be agreed between the parties, which shall be notified in writing by BANK to BIDDER as change control process. Any other customization suggested by Bank in the application or due to Regulatory requirement will be provided by Bidder without any additional charges to Bank inter-alia provide any or all statutory/Regulatory report to Bank free of Cost.	5.77 Change Control Process: Any deviations or changes/amendment in the workflow of Services required by Bank may always be mutually agreed between the parties, which shall be notified in writing by BANK to BIDDER as change control process. Any other customization suggested by Bank in the application or due to Regulatory requirement will be provided by Bidder without any with mutually agreed additional charges to Bank inter-alia provide any or all statutory/Regulatory report to Bank free of Cost .	No change. Please be guided by the RFP requirements.	Clarification

33	Delays in Bidder's Performance	<p>The bidder must strictly adhere to the implementation schedule, as specified in the contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the bidder will enable Bank to resort to any or all of the following provided that the bidder is first given a 30 day cure period to remedy the breach/ delay:</p> <p>i. Termination of the purchase agreement fully or partly and claim liquidated damages.</p> <p>ii. Forfeiting of Security Deposit/Performance Bank Guarantee</p> <p>However, the Bank will have the absolute right to charge penalty and/ or Liquidated Damages as per the RFP/ contract without giving any cure period.</p>	<p>The bidder must strictly adhere to the implementation schedule, as specified in the contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the bidder will enable Bank to resort to any or all of the following provided that the bidder is first given a 30 60 day cure period to remedy the breach/ delay:</p> <p>i. Termination of the purchase agreement fully or partly and or claim liquidated damages.</p> <p>ii. Forfeiting of Security Deposit/Performance Bank Guarantee</p> <p>However, the Bank will have the absolute right to charge penalty and/ or Liquidated Damages as per the RFP/ contract without giving any cure period.</p>	<p>Revised Clause reads:</p> <p>"The bidder must strictly adhere to the implementation schedule, as specified in the contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the bidder will enable Bank to resort to any or all of the following provided that the bidder is first given a 30 day cure period to remedy the breach/ delay:</p> <p>i. Termination of the purchase agreement fully or partly and claim liquidated damages.</p> <p>ii. Forfeiting of Security Deposit/Performance Bank Guarantee</p> <p>However, the Bank will have the absolute right to charge penalty and/ or Liquidated Damages as per the RFP/ contract"</p>	Corrigendum
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34	Changes to the RFP	<p>Right to Alter Quantities – Bank reserves the right to alter the requirements specified in the tender. Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. Bank will inform the Bidder about changes, if any. In the event of any alteration in the quantities, the price quoted by the Bidder against the item would be considered for such alteration. The Bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by Bank for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract.</p> <p>During the contract period, the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by Bank in the event the market prices / rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to Bank within the contract period.</p>	<p>Right to Alter Quantities – Bank reserves the right to alter the requirements specified in the tender. Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender prior to the last date of submission. Bank will inform the Bidder about changes, if any. In the event of any alteration in the quantities, the price quoted by the Bidder against the item would be considered for such alteration. The Bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by Bank for alteration in quantities.</p> <p>Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period, the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by Bank in the event the market prices / rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to Bank within the contract period.</p> <p>Bank agrees that the additional quantity should be restricted to +/-10% maximum of the quantity quoted as per RFP. Bidder agrees to provide the increased quantity at the same terms and conditions. However additional prices shall be charged for the goods supplied over the contracted quantity.</p>	<p>Revised Clause reads: "Bank reserves the right to alter the requirements specified in the RFP. The Bank also reserves the right to delete one or more items from the list of items specified in the RFP. The Bank will inform all bidders about changes, if any. The bidder agrees that Bank has +/- 20% limit (on All Items mentioned in the Bill of Materials) 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 adjusted on prorata basis with such additions or deletions in quantities."</p>	Corrigendum
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<p>35</p>	<p>Cancellation of Contract and Compensation</p>	<p>The Bank reserves the right to terminate the order/ contract of the selected bidder (after providing a cure period of 30 days and thereafter providing a 60 days' notice period) and recover expenditure incurred by the bank in the following circumstances:</p> <ul style="list-style-type: none"> i. The selected bidder commits a breach of any of the terms and conditions of the contract. ii. The bidder goes into liquidation voluntarily or otherwise. iii. The progress regarding execution of the contract by the bidder is unsatisfactory. iv. Deduction on account of liquidated damages exceeds 10% of the total contract price. <p>After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the bank may give a 30 days cure period. Thereafter, 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. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract.</p>	<p>The Bank reserves the right to terminate the order/ contract of the selected bidder (after providing a cure period of 30 days and thereafter providing a 60 days' notice period) and recover expenditure incurred by the bank in the following circumstances:</p> <ul style="list-style-type: none"> i. The selected bidder commits a breach of any of the terms and conditions of the contract. ii. The bidder goes into liquidation voluntarily or otherwise. iii. The progress regarding execution of the contract by the bidder is unsatisfactory. iv. Deduction on account of liquidated damages exceeds 10% of the total contract price. <p>After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the bank may give a 30 60 days cure period. Thereafter, 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. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract. Bidder shall be required to bear only the Excess Cost for procurement of goods and/or services similar to those undelivered. The Term "Excess Cost" as referred herein shall mean cost at which alternative arrangements shall be providing the undelivered goods and/ or services of equivalent specification to Bank under this project minus the cost on which Bank agreed to provide the undelivered goods and/or services under this project. Provided further that the Bank shall not be liable to Excess Cost in excess of 10% of the price of undelivered goods or services for which such option is exercised by the Supplier.</p> <p>This clause is applicable for any reason the contract is cancelled.</p> <p>In the event of delay in project beyond the specified period or noncompliance of the RFP terms or nonfulfillment of RFP functional requirements or severe bugs in the hardware/software supplied or</p>	<p>Revised Clause reads:</p> <p>"The Bank reserves the right to terminate the order/ contract of the selected bidder (after providing a cure period of 30 days and thereafter providing a 60 days' notice period) and recover expenditure incurred by the bank in the following circumstances:</p> <ul style="list-style-type: none"> i. The selected bidder commits a material breach of any of the terms and conditions of the contract. ii. The bidder goes into liquidation voluntarily or otherwise. iii. The progress regarding execution of the contract by the bidder is unsatisfactory. iv. Deduction on account of liquidated damages exceeds 10% of the total contract price. <p>After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the bank may give a 30 days cure period. Thereafter, if the selected bidder delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract. However, this cost is capped to 10% of the contract value. This clause is applicable if for any reason the contract is cancelled. Bank will pay bidder for all equipment and services provided till the date of termination.</p> <p>This clause is applicable for any reason the contract is cancelled.</p> <p>In the event of delay in project beyond the specified period or noncompliance of the RFP terms or nonfulfillment of RFP functional requirements or severe bugs in the hardware/software supplied, the Bank reserves the right to cancel the Contract and Purchase Order at any time. In addition to the cancellation of contract and Purchase order, the Bank also reserves the right to invoke the Bank Guarantee given by the successful bidder to recover the damages and to recover compensation from the successful Bidder on account of wastage of time and money, cost escalation for procuring new system under new project etc."</p>	<p>Corrigendum</p>
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	<p>balance of the contract.</p> <p>This clause is applicable for any reason the contract is cancelled.</p> <p>In the event of delay in project beyond the specified period or noncompliance of the RFP terms or nonfulfillment of RFP functional requirements or severe bugs in the hardware/software supplied or proposed system performance is not satisfactory etc., the Bank reserves the right to cancel the Contract and Purchase Order at any time. In addition to the cancellation of contract and Purchase order, the Bank also reserves the right to invoke the Bank Guarantee given by the successful bidder to recover the damages and to recover compensation from the successful Bidder on account of wastage of time and money, cost escalation for procuring new system under new project etc.</p>	<p>proposed system performance is not satisfactory etc., the Bank reserves the right to cancel the Contract and Purchase Order at any time. In addition to the cancellation of contract and Purchase order, the Bank also reserves the right to invoke the Bank Guarantee given by the successful bidder to recover the damages and to recover compensation from the successful Bidder on account of wastage of time and money, cost escalation for procuring new system under new project etc.</p>		
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Senior Manager-IT

