

Sr. No	RFP Ref Page No	RFP clause No	Existing Clause Details	Clarification Sought	Bank's Response
1	62	(ANNEXURE – 8)	TECHNICAL SPECIFICATIONS	As per Technical specifications mentioned in Annexure-8, 14 different category of services are listed for which satisfactory documents are required to be submitted. Kindly clarify whether a bidder can apply to any one or more of the 14 category of services described in the clause.	Can apply for any number of service as required by the Bidder.
2	62	8. TECHNICAL SPECIFICATIONS (ANNEXURE – 8 - Sheet 1 to sheet 14)	Depth in Experience Total number of assignments in the same service type (defined in Service Types) carried out in BFSI sector in the past five years (from 01.04.2017) as declared by the bidder in the format mentioned in TABLE A below. The entity to which the assignment is delivered should have the number of branches 500 and above. In case the bidder does not furnish even 1 PO pertaining to the Service category for which the bid has been submitted, then the bid shall be summarily rejected for that specific Service category and shall not considered for further evaluation for the service type. 1-2 assignments: 5 marks 3-5 assignments : 15 marks above 5 assignments: 25 marks	The asked experience in BFSI domain is restricted to participate the bidders hence we request to please amend this clause as under Depth in Experience Total number of assignments in the same service type (defined in Service Types) carried out in BFSI sector/ <b>Large Corporate/Govt.</b> in the past five years (from 01.04.2017) as declared by the bidder in the format mentioned in TABLE A below. <b>Either</b> the entity to which the assignment is delivered should have the number of branches 500 and above <b>or The entity have Presence in multiple Location</b> In case the bidder does not furnish even 1 PO pertaining to the Service category for which the bid has been submitted, then the bid shall be summarily rejected for that specific Service category and shall not considered for further evaluation for the service type. 1-2 assignments: 5 marks 3-5 assignments : 15 marks above 5 assignments: 25 marks	No change in RFP terms.
3	62	8. TECHNICAL SPECIFICATIONS (ANNEXURE – 8 - Sheet 1 to sheet 14)	No of customer serviced Total number of customers in the specific service type (defined in Service Types) carried out in BFSI sector in the past five years (from 01.04.2017) as declared by the bidder in the format mentioned in TABLE A below. The entity to which the assignment is delivered should have the number of branches 500 and above. In case the bidder does not furnish even 1 PO pertaining to the Service category for which the bid has been submitted, then the bid shall be summarily rejected for that specific Service category and shall not considered for further evaluation for the service type.. 1-2 customers: 5 marks 3-10 customers : 15 marks 11-15 customers: 20 marks Above 15 customers: 25 marks.	The asked experience in BFSI domain is very restricted to participate the bidders hence we request to please amend this clause as under No of customer serviced Total number of customers in the specific service type (defined in Service Types) carried out in BFSI sector/ <b>Large Corporate/Govt.</b> in the past five years (from 01.04.2017) as declared by the bidder in the format mentioned in TABLE A below. <b>Either</b> the entity to which the assignment is delivered should have the number of branches 500 and above <b>or The entity have Presence in multiple Location</b> In case the bidder does not furnish even 1 PO pertaining to the Service category for which the bid has been submitted, then the bid shall be summarily rejected for that specific Service category and shall not considered for further evaluation for the service type.. 1-2 customers: 5 marks 3-4 customers : 15 marks 5-7 customers: 20 marks Above 7 customers: 25 marks.	No change in RFP terms.
4	33	13. LIQUIDATED DAMAGES	13.1. If the Successful Bidder fails to meet the requirements under Service Level Agreement like delays / or defaults / deficiency of services in delivery / installation / replacement / repair of any or all of the Systems and equipment's mentioned in the Purchase order (PO), Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, not construed as penalty, a sum equivalent to 0.5% per week or part thereof of the value of P.O. subject to maximum deduction of 10% (ten percent) of the P.O. value.	Looking in to the pandemic situation kindly relax from LD as per below condition 13.1. If the Successful Bidder fails to meet the requirements under Service Level Agreement like delays / or defaults / deficiency of services in delivery / installation / replacement / repair of any or all of the Systems and equipment's mentioned in the Purchase order (PO), Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, not construed as penalty, a sum equivalent to <b>0.1%</b> per week or part thereof of the value of P.O. subject to maximum deduction of <b>2% (two percent)</b> of the P.O. value.	Cannot be changed as it the banks legally vetted document
5	22	4.4. Hardware Infrastructure Services	4.4.7. Replace and/ or upgrade the Hardware Infrastructure well before the End of Life (EOL) to avoid disruption in service and any non-compliance to Bank's policy and guidelines, and advisories from regulatory, information security and statutory authorities.	As per our understanding, this EOI is for providing manpower to manage IT services, therefore we request to delete this clause	As per the direction of the bank, provide support to upgrade the Hardware Infrastructure to avoid disruption in service and any non-compliance to Bank's policy and guidelines, and advisories from regulatory, information security and statutory authorities.
6	17	TECHNICAL BID EVALUATION	2.12. The bank shall empanel a maximum of six bidders for each type of service defined in Service Types. 2.13. Bidders scoring 60% and above in Technical evaluation shall only be considered and the Bidders, who scored less than 60% in Technical evaluation shall not be considered for further stages of evaluation. 2.14. The bidders in each service type shall be sub-grouped as follows a) Group A: Bidders who scored 80% or above in Technical evaluation. b) Group B: Bidders who scored between 60% to 79% in Technical evaluation. 2.15. Any decision taken by the Bank in this regard shall be final, conclusive and binding	As per mentioned clause the details are missing for Group A and Group B Please elaborate the purpose of Group A and B	Based on the marks secured by the bidders on the technical evaluation, there will be two groups.
7	18	4. MODEL OF ENGAGEMENT WITH EMPANELLED VENDORS	4.2. For all these models, the resource cost will be arrived based on the discovered prices through this RFP.	As per understanding, this EOI is for empanelment of the vendors in each type of service defined in Service Types and IDBI will publish the separate tender/RFP as per requirement under services types and invite for quotation	The understanding is correct.

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8	98	13. ELIGIBILITY CRITERIA COMPLAINE SHEET (ANNEXURE – 13) Point No. 09	Both OEM and Bidders have to submit the approval from Competent Authority. Alternatively, Bidders should provide Certificate "Model Certificate for Tenders", on their stamp paper, as indicated on Annexure III at Page 11 of the Notification No. F.No.6/18/2019-PDD dated July 23, 2020 issued by Public Procurement Division of Department of Expenditure, Ministry of Finance	Please confirm, if bidder has to submit this OEM certificate with this empanelment	Can be submitted in the LRFP to be floated in future.
9	91	Table C: Priority of Service Types	The bidder needs to submit the below statement for their priority of offering the service types as defined in this RFP.	Please confirm, if bidder can participate in selected services type out give 14 service types. Is it mandatory to participate in all service type, please confirm?	No not mandatory to apply for all service.
10			General	To get more qualitative bids we request to kindly allow the bidder's those who are avail the CMMi level certificate	No change in RFP terms.
11			General	We request to add marking on CMMi level certification in Technical Evaluation criteria CMMi Level 3 Certificate - 5 Marks CMMi Level 5 certificate - 10 Marks	No change in RFP terms.
12			General	We request to elaborate the process after this empanelment and anyother terms and condition that would be application after this empanelment	No change in RFP terms.
13			General	Please confirm, that manpower resources are required at multiple location if yes then please share location details.	Please refer the RFP page no 9
14			General	Please confirm, that IDBI will provide the travel, stay and food reimbursements for the deployed manpower resources.	This is just an empanelment and the will be covered in LRFP
15			General	Please confirm, that IDBI will provide the Laptop/Desktop, internet connectivity, Software Licenses, etc. for the deployed manpower resources.	Will be part of the LRFP to be floated.
16			General	Please confirm that, the deployed manpower resources will work 5 days in a week and will avail all national holidays as per government calendar	They will work as per the Bank timings and holidays.
17			General	Please confirm, IDBI will provide Causal leaves (12 CL's) and Planned Leaves (12 PL's) for the deployed manpower resources	NA
18			General	We request to please provide the payment terms against model of engagement	Will be part of the LRFP to be floated.
19	22	4.3	Core Banking System (CBS) related Development, Maintenance and Support Services	What is the core banking platform?	Finacle
20	NA	NA	NA	Our Understanding is the response to be submitted in word format, please confirm.	Which response.
21	20	2	TECHNOLOGY LANDSCAPE	Is API Gateway in scope, if yes can you please let know the tech stack.	May be part of the LRFP to be floated.
22	NA			What are Integration scopes for SAP and with which Application stacks.	This RFP is for empanelment only and the subsequent details will be part of the LRFP tha may be floated in future.
23	NA	NA	NA	What are the modules of SAP existing and version of it (ECC or S4) and a current architecture/landscape of the same? What is the user base and the DB size, if the infra is existing.	Will be part of the LRFP to be floated.
24	NA	NA	NA	Does scope of work cover – Implementation, Integration and Support or any or some of them.	yes
25	NA	NA	NA	Is this RFP about maintenance of existing infra or greenfield implementation of some tech stack, including SAP. If yes, then which modules and functionalities of SAP, please elucidate and specify.	Will be part of the LRFP to be floated.
26	22	4.3	Core Banking System (CBS) related Development, Maintenance and Support Services	Which CBS is being utilised currently	Finacle 10.2.18
27	17	2.9	The Technical Evaluation will also take into account a) State of the art services offered by the Bidder to any Scheduled Commercial Bank in India. The Bidder should furnish the details when requested. b) Capability of the proposed services to meet future requirements not outlined in the RFP. c) Bench strength of resources for the defined service types d) Bidder support facilities	This clause mentions Technical Evaluation will also take into account Bench strength of resources for the defined service types, in which annexure should the bench strength be mentioned	Supporting document are not needed at this stage and the same shall be expored during the LRFP.
28	32	Section 3	Legal Terms	Do we have an opportunity to submit a high-level issues list on the contractual clauses that we would like to discuss with the Bank.	No the clauses cannot be changed.
29	21	4.1.1	Develop new applications or make major changes to existing applications based on the Technology Landscape defined above.	How many new applications is the Bank envisaging to develop in the span of 5 years of the engagement?	Will be part of the LRFP to be floated.
30	22	4.3.17	Mange in uptime related activities, service monitoring, DR Drill, Near DR Related services, Migration related services.	Which cities are the Bank's DC/NDR & DR situated?	Please refer the RFP page no 9
31	23	4.5.3	Provide network related support for Branch roll-outs, including vendor & link feasibility analysis, VSAT link for applicable branches and setting up of the MPLS link, as applicable.	The understanding here is the scope is limited to coordinate for the new branch roll outs remotely and the actual roll out will be done by Bank or their partner engaged to carry out the roll out on the ground at the Branch? Pls confirm if this understanding is correct	The coordination or any other pre-requisite under the scope of the RFP may have to be done remotely or in-person as per the requirement of the Bank.
32	23	4.5.5	Provide field support for WAN/LAN at branches, relocation/renovation/ rack redressing at branches, installation and troubleshooting of network hardware and site surveys.	Can the Bank share the list of branches with site addresses?	to be shared with successful bidders
33	23	4.5.6	Provide network management, configuration and fault management services for all devices at Core, Access and Distribution locations and for passive components.	Vendor only needs to coordinate with Bank's passive cabling vendor for all Bank's DC & Branch sites, pls confirm	No change in clause. The scope is clearly defined in the RFP.

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34	23	4.5.11	Maintain logs and records of incidents, changes in configurations with reasons and backups. Assist in DR drill activities and any other network activity as required by the Bank. Maintain network Architecture, Attend to Alerts for monitoring, Patching of network devices, Manage Inventory, Shifting activity etc.	Pls share the Bank's WAN & DC architecture for better understanding of the infrastructure	to be shared with successful bidders
35	23	4.6	Security Operations Services	Is the empanel vendor also required to carry out complete SOC activities or Bank will have a separate SOC vendor to carry out the SOC operations?	Please refer the RFP. RFP requirements are clearly mentioned
36	23	4.6.4	Install, implement, integrate, customize, manage and maintain Security Information and Event Management (SIEM) and associated tools.	What is the SIEM tool the Bank is using? Kindly share some information on this	Details will be shared with the successful bidder.
37	26	4.12	Site Reliability Engineering (SRE) Services	Which Automated DR tool the Bank is using? What replication is being used between DC to NDR and DC to DR? Pls elaborate	Details will be shared with the successful bidder.
38	27	5.1	Sub-contracting of any services is prohibited.	Since the vendor will be responsible for the scope, deliverables and SLA agreed, it should be the vendor's discretion as to subcontract a part of the services scope to its reliable partner, kindly relax this statement or exclude from RFP	No change in RFP terms.
39			General	What are the ITSM & Monitoring tools the Bank is using today? Pls provide the list of tools and also clarify who needs to support those tools?	shall be part of the LRFP
40			General	All Hardware AMC & Software ATS & Licenses will be covered by the Bank, pls confirm	understanding is correct.
41			General	The bandwidth costs overall will be covered by the Bank, pls confirm	Will be part of the LRFP to be floated.
42			General	Where is the IT Helpdesk situated today? Pls provide the location details	Mumbai
43			General	The understanding is Bank will provide remote access to the vendor for remotely providing the services from vendor's premises, pls clarify	shall be part of the LRFP
44			General	Is there any voice or video technology to be supported? pls clarify with the details	shall be part of the LRFP
45			General	It is understood that the 24x7 hands & feet support at the Bank's DC/NDR will be provided by Bank's DC Hosting vendor, pls clarify	No change in RFP terms.
46			General	What storage and Backup technologies the bank uses today? Pls provide details	Details will be shared with the successful bidder.
47			General	What is the number of DC-DR drills that are to be conducted per year?	Details will be shared with the successful bidder.
48			General	Request the Bank to provide the detailed inventory for Hardware & Softwares used sitewise	Details will be shared with the successful bidder.
49	21	RFP Section 4.1.1	4.1.1. Develop new applications or make major changes to existing applications based on the Technology Landscape defined above.	Would like to know whether applications are developed and deployed on-premises or will be deployed on cloud?	The application can be developed new or existing application can have enhancements according to bank requirements. It is only service type requests. It has to deploy on premises servers. SaaS can be consider on cloud.
50	21	RFP Section 4.1.2	4.1.1. Develop new applications or make major changes to existing applications based on the Technology Landscape defined above.	For existing application changes, who is maintaining source code and documentation?	The existing application source code and documentation maintain by bank. In case of new development basis on service request, bidder has to develop and submit source code along with all its relevant docs in bank custody.
51	21	RFP Section 4.1.3	4.1.1. Develop new applications or make major changes to existing applications based on the Technology Landscape defined above.	In case of bidder take up the work, what is the development/support model envisaged by Bank. A. Bidder develop the application and hand over the application back to Bank/partner B. Bidder manage the application post go-live?	Developed application has to handover to the bank and further bank will manage the application. Bidder has to support the application.
52	21	RFP Section 4.1.4	4.1.1. Develop new applications or make major changes to existing applications based on the Technology Landscape defined above.	Is there a centralized code repository maintained by Bank where source code is available for all these existing applications.	Yes
53	21	RFP Section 4.1.5	4.1.1. Develop new applications or make major changes to existing applications based on the Technology Landscape defined above.	For development of new and existing applications what is the pricing model Bank has envisaged. A. Fixed price development where bidder owns development or B. Resource augmentation where bidder supplies the resources to bank	Details will be provided in LRFP
54	21	RFP Section 4.1.6	4.1.1. Develop new applications or make major changes to existing applications based on the Technology Landscape defined above.	For OEM ,managed applications Bidder assumes that the OEM or its partners will continue to own responsibility of development/management of such applications. Please confirm the assumption.	Please refer the 4.1.1 response
55	21	RFP Section 4.1.6	4.1.1. Develop new applications or make major changes to existing applications based on the Technology Landscape defined above.	Can you please provide a list of existing applications, OEM, current support partner?	It will be shared with successful bidder
56	21	RFP Section 4.1.6	4.1.1. Develop new applications or make major changes to existing applications based on the Technology Landscape defined above.	Who will provide the development, testing and other tools required for development? Whether bidder to bring such tools or Bank will provide. Please clarify	The successful bidder has to provide all its supported tool and bidder has to be compatible with bank provided tool.
57	21	RFP Section 4.1.6	4.1.1. Develop new applications or make major changes to existing applications based on the Technology Landscape defined above.	Whether the development is to be done at client location(Please specify the location) or open for hybrid model of on-site/off-shore delivery/support model? Please clarify	Prefer is client location.
58	21	RFP Section 4.1.6	4.1.1. Develop new applications or make major changes to existing applications based on the Technology Landscape defined above.	Whether Bank is planning to on-board a fixed number of technical team from Bidder for fixed number of duration from the start of the project? Please clarify	It will be depend on the projects scope.
59	21	RFP Section 4.1.6	4.1.1. Develop new applications or make major changes to existing applications based on the Technology Landscape defined above.	What is the expectation of Bank in terms of resource on-boarding schedule for CR Work. A. Whether Bank will approve CRs based on a fixed number of available resources provided By Bidder or C. Bank will provide lead time for Bidder to on-board the required resources to start CR work. Please clarify.	It will be depend on the projects scope.
60	21	RFP Section 4.1.6	4.1.1. Develop new applications or make major changes to existing applications based on the Technology Landscape defined above.	Whether any application consolidation/Transformation is in scope?	It will be share with successful bidder

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61	22	RFP 4.3	Provide L1 support, L2 and L3 support (for customizations and bug fixes).	What is the location of the support team envisaged by Bank? Is it centralized at a single location or supported from multiple locations. Please provide the location details.	Support is envisaged from centralized location at Mumbai / Navi Mumbai.
62	22	RFP 4.3	Provide L1 support, L2 and L3 support (for customizations and bug fixes).	Whether Bank is going to provide tools necessary for support services or Bidder has to bring in tools?	The RFP is for empanelment of the vendors and information may be shared with successful bidders.
63	22	RFP 4.3	Provide L1 support, L2 and L3 support (for customizations and bug fixes).	In future, whether Bank is going to have multiple managed services vendors for CBS and other applications or will it be consolidated with the selected bidder? Please clarify	Bank has pool of vendors for multiple services and will continue to broad-base the pool.
64	22	RFP 4.3	Provide L1 support, L2 and L3 support (for customizations and bug fixes).	How many vendors are currently supporting(L1/L2/L3) CBS and other applications? Please provide details.  Also please clarify whether any support services take over is required for existing applications?	The RFP is for empanelment of the vendors and information may be shared with successful bidders.
65	25	RFP 4.10	Software Testing Services	Please clarify whether the hardware/software required for testing services like testing environment, testing tools(functional, performance/load testing, security testing, code scanning tools etc) will be provided by Bank or Bidder has to bring these tools?	This RFP is for empanelment only and the subsequent details will be part of the LRFP that may be floated in future.
66			General	Kindly share the SLAs & Penalty expected by the Bank	shall be part of the LRFP
67	97	ANNEXURE – 13 Point 8	Minimum one BFSI experience to be possessed in the last of 3 (three) years. The BFSI entity served by the vendor should be having more than 500 branches.	Bidder understands that they have to provide a self-declaration for the same.	NA
68	51	ANNEXURE – 2)	FORMAT OF POWER-OF-ATTORNEY	Bidder has the Board Resolution which provides the authority to representatives of organization to execute various activities. Bidder requests to consider either the Board Resolution or Annexure 2.	PoA is required only when signatory delegated his powers to other employee of the organisation. Please refer the annexure-15 for more details.
69	93	ANNEXURE-10	Name of the resource	Bidder understands that the expectation here is to provide an indicative list as in large projects the resource count is huge and it is not possible to share the entire data. Also, Bidder will not be able to provide the resource name due to confidentiality / NDA with its customers. Request Bank to consider the same.	No change in RFP terms.
70	62	ANNEXURE – 8	Point 5 in Sheet 1 to 14	Bidder requests to change the clause as below:  1-2 customers: 5 marks 3-4 customers : 15 marks 11-15 customers: 20 marks Above 15 4 customers: 25 marks.	No change in RFP terms.
71	7	Schedule of Events	Point 10  Bid Fee must be deposited by the Bidder through electronic mode (NEFT) to IDBI Bank Ltd., the name account is "ITD Suspense Account for Tenders" and the A/c No. - 1833700010848, IFSC Code – IBKL0000183 at its branch situated at Belapur, Mumbai 400614. Bid not accompanied with Receipt on submission of Bid Fee and EMD will not be considered.	Bidder requests to consider EMD in the form of BG.	No change in RFP terms.
72	47	45	45. LIMITATION OF LIABILITY 45.1. The Parties acknowledge that circumstances may arise where on account of a breach by Successful Bidder of the terms of this RFP and subsequent Agreement, or other contractual or tortious claim, the Bank may be entitled to damages from Successful Bidder. Successful Bidder's aggregate liability shall be subject to an overall limit of the Total Contract price during the execution of the Project (Service period). 45.2. The limits specified in Sub-Clause (45.1) above shall not apply to: i. claims made by the Bank for claims relating to the loss of or damage to real property and tangible personal property and for bodily injury or death which is caused by sole gross negligence or sole willful misconduct of the Bidder or its employees; ii. claims against the Bank resulting from misconduct, fraud or negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations; 45.3. 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 as part of this RFP. The Bank	Bidder requests minor modifications as below: 45. LIMITATION OF LIABILITY 45.1. The Parties acknowledge that circumstances may arise where on account of a breach by Successful Bidder of the terms of this RFP and subsequent Agreement, or other contractual or tortious claim, the Bank may be entitled to damages from Successful Bidder. <u>However</u> , Successful Bidder's aggregate liability of this Agreement shall be <u>twelve (12) month of charges collected by Bidder under the relevant Statement of Work, immediately preceding the day giving rise to such liability, subject to an overall limit of the Total Contract price during the execution of the Project (Service period).</u> 45.2. ii claims against the Bank resulting from <u>willful</u> misconduct, <u>willful</u> fraud or <u>gross</u> negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations <u>for unauthorized use of confidential information</u> ; 45.3. The Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out <u>obligations set out in clause 45.2 of the use of any third party software or modules supplied by the Bidder as part of this RFP</u> . The Bank may be entitled to damages from Bidder on account of this. In no event shall the <u>Bank either party</u> be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this RFP and subsequent agreement or the hardware or the software delivered hereunder, howsoever such	No change in RFP terms.
73	29	SECTION 3 - 3	3. CONDITIONS PRECEDENT by the Bidder 3.1. Execution of a Deed of Indemnity as per format given in Annexure 6.	<u>Bidder request to removal of Deed of Indemnity requirement from the RFP</u>	No change in RFP terms.

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74	30	SECTION 3 - 6	6. INDEMNITY 6.1. The Bidder shall execute and furnish to the Purchaser, a deed of indemnity in favor of the Purchaser in a form and manner, as given in Annexure 6, indemnifying the Purchaser its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of Intellectual Property Rights including but not limited to patent, trademark, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise. 6.2. The provisions under this clause shall survive the termination of the Contract.	6. INDEMNITY 6.1. The Bidder shall <del>execute and furnish to the Purchaser, a deed of indemnity in favor of the Purchaser in a form and manner, as given in Annexure 6, indemnifying the Purchaser its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to</del> indemnify Bank for third-party claims due to infringement of Intellectual Property Rights including but not limited to patent, trademark, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise. 6.2. The provisions under this clause shall survive the termination of the Contract.	No change in RFP terms.
75	18	SECTION 1 - 7	7. SIGNING OF CONTRACT 7.1. After Bank notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract and complete the execution of all other documents. 7.2. The signing of Contract should be accompanied by the submission of Non- Disclosure Form, Deed of Indemnity and other applicable documents as specified in the RFP / Bid Document. 7.3. The NDA, Deed of Indemnity and all other documents would be signed at Mumbai within 15 days of receipt of notification of award of contract.	<del>Bidder request to removal of Deed of Indemnity requirement from the RFP</del> 7. SIGNING OF CONTRACT 7.1. After Bank notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract and complete the execution of all other documents <u>which are mutually agreed by both the parties</u> . 7.2. The signing of Contract should be accompanied by the submission of Non- Disclosure Form, <del>Deed of Indemnity</del> , and other applicable documents as specified in the RFP / Bid Document <u>which are mutually agreed by both the parties</u> . 7.3. The NDA, <del>Deed of Indemnity and all other documents</del> would be signed at Mumbai within 15 days of receipt of notification of award of contract.	No change in RFP terms.
76	30	SECTION 3 - 7	7. INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS	Bidder request for the protection language of background IP, foreground IP and third party IP - Bidder request to replace language under the clause of Intellectual Property Rights: <u>(a) All pre-existing "Intellectual Property Rights" or "IP" (means all materials, copyrights, patents, trademarks, know-how, methodologies, processes, techniques, tools, forms, templates, software, inventions, discoveries, service marks, design rights, trade secrets (whether registered or unregistered) and all other similar intellectual proprietary rights) shall belong to the Party or third party that owned such rights. All modifications, enhancements and derivative works on pre-existing "Intellectual Property Rights" shall belong to the Party or third party that owned such pre-existing Intellectual Property Rights. (Hereinafter referred to as "Pre-Existing IP")</u> <u>(b) All IP developed, or created, or customized by Bidder, its affiliates and subcontractors, in connection with the Agreement, including deliverables developed for NaBFID and/or jointly with NaBFID shall be owned by Bidder except for "Pre-Existing IP" of other Party or a third party. Bidder grants to NaBFID a limited, non-exclusive, non-transferable, worldwide, royalty free license to use such IPs solely for NaBFID's internal business purposes during the term of the contract.</u> <u>(c) Any third-party IP(s) or product(s) will be provided in accordance with respective third party's terms and conditions."</u>	No change in RFP terms.
77	20	4. SERVICE TYPES	4.1. Application Development, Maintenance and Support Services. 4.2. User Interface Design and Development Services. 4.3. Core Banking System (CBS) related Development, Maintenance and Support Services.	Whether we can engage other software/application vendors (with B2B agreement) for doing the mentioned software development contracts?	please refer the RFP.
78	25	4. SERVICE TYPES	4.10. Software Testing Services 4.11. Techno-Functional Domain Services	Whether we can engage other third party vendors (with B2B agreement) for doing the mentioned contracts?	please refer the RFP.
79	20 - 26	4. SERVICE TYPES	1.Tech specification for Appln.Dev ,Mainteance & Support service 2.User interface design & dev.services 3.Core Banking design related dev,Maint & support services 4.Hardware Infra services 5.Network infra services 6.Security operation services 7.Enterprise solutions services 8.IT consulting & tech.evaluation services 9.Project Management services 10.Software testing services 11. TechnoFunctional Domain services 12.Site Reliability services 13.It help desk services 14.Patch Governance & Manage.services	Whether the portal Certifications also will be considered?	Portal certificate from OEM is accepted.
80	44	35.TERMINATION	The Purchaser may, terminate this Contract by giving the Bidder a prior and written 30 (thirty) days' notice indicating its intention to terminate the Contract	Bidder shall also have the right to terminate or suspend the services in the event of any delay in payment.	No change in RFP terms.

Sr. No	RFP Ref Page No	RFP clause No	Existing Clause Details	Clarification Sought	Bank's Response
81		Section 3, 1.1, Definitions	"The Contract" means the agreement entered into between Purchaser and the Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for IT Service providers and solution for IDBI Bank as inclusively stated under Service Level Expectations, Specifications of Hardware/Software/Services and Scope of work.	Bidder understands that the final Contract for any opportunity after being empanelled will be mutually agreed by both Parties. Please confirm.	No change in RFP terms.
82		Section 6, Indemnity	The Bidder shall execute and furnish to the Purchaser, a deed of indemnity in favor of the Purchaser in a form and manner, as given in Annexure 6, indemnifying the Purchaser its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of Intellectual Property Rights including but not limited to patent, trademark, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise. The provisions under this clause shall survive the termination of the Contract.	This section is very broad. Bidder seeks to restrict indemnities to instances of intellectual property claims brought by third part arising out of using services provided by the Bidder, and death or personal injury caused by any negligent act or omission of the Bidder. Please confirm.	No change in RFP terms.
83		Section 6, Indemnity		5. The Bidder requests that this clause apply only in the event of any third party claims. Further, Bidder requests for inclusion of the following indemnification procedure:	No change in RFP terms.
84		Section 6, Indemnity		Notwithstanding anything contained to the contrary, the following indemnification procedure shall apply for all indemnities under this Agreement: The bidder indemnify IDBI in accordance with the applicable terms of this Agreement by paying such amounts as are finally awarded by a court against IDBI or included in a settlement approved by the Bidder, provided IDBI: (i) promptly notifies the Bidder in writing of the claim; (ii) supplies information required by the Bidder; and (iii) allows the Bidder to control and reasonably cooperates in the defense and settlement, including mitigation efforts	No change in RFP terms.
85		Section 7, Intellectual Property Rights	[As in RFP]	Bidder clarifies that the copyright ownership of all deliverables belong to IDBI as required under the RFP, however, the Bidder requests for a license back to use derivatives of such deliverables. Please confirm.	No change in RFP terms.
86				Bidder will compensate IDBI for intellectual property claims brought by third part arising out of using services provided by the Bidder. Please confirm	No change in RFP terms.
87				Bidder will comply with labour laws applicable to it as an IT Service Provider, provided that IDBI shall take necessary steps to enable Kyndryl to comply with its obligations under such Acts, including issuing of relevant statutory forms to the Bidder. Please confirm.	No change in RFP terms.
88		Section 11, Change Orders, Alternations, Variations	Section 11.11 If the Contract provides applicable rates for the valuation of the variation in question, the Contract price shall be increased or decreased in accordance with those rates.	Bidder requests that any change in rates must be mutually discussed and agreed. Please confirm	No change in RFP terms.
89		Section 13, Liquidated Damages	[As per RFP]	1. Bidder understands that LD shall be levied only in such cases where delay is for reasons solely attributable to the Bidder. Please confirm.	No change in RFP terms.
90				2. Bidder requests that LD once levied shall be the sole and exclusive remedy of IDBI (in relation to the delay for which LD was so levied).	No change in RFP terms.
91				3. Bidder also requests that IDBI either impose LD or levy penalties in case of delay on behalf of the Bidder but not both.	No change in RFP terms.
92				4. Bidder understands that the upper ceiling of 10% of the Total Project Cost is applicable for any and all LD under the Agreement. Please confirm.	No change in RFP terms.
93		14. Deficiency in Bidder's Performance	14.1. A delay by the Successful Bidder in the performance of its Contract obligations shall render the Successful Bidder liable to any or all the following sanctions: i. Forfeiture of its performance security ii. Termination of the Contract for default	Bidder also requests that IDBI either impose LD or terminate in case of delay on behalf of the Bidder but not both.	No change in RFP terms.
94					No change in RFP terms.
95					No change in RFP terms.
96		Section 15, Dispute Resolution	15.1. The Vendor shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	Bidder seeks to clarify that Bidder must be paid for Services in case it is required to continue to provide services in case of an ongoing arbitration.	No change in RFP terms.
97		Section 23, Adherence To Safety Procedures, Rules, Regulations And Restrictions	[[[as per RFP]	Bidder understands that the compliance requirement here is for labour and industrial laws, etc. that are application to the Bidder as an IT service provider only. Please confirm	No change in RFP terms.
98		Section 25, Audit	[As per RFP]	Bidder seeks to clarify the following: i. Audits shall be conducted only to verify if Bidder is performing services in accordance with the service levels.	No change in RFP terms.
99					No change in RFP terms.



Bank's Responses to Pre-Bid Queries to RFP for Empanelment of IT Services Providers  
Ref No.: IDBI-Bank/ITD/VMG/RFP/22-23/50 Dated December 31, 2022

Sr. No	RFP Ref Page No	RFP clause No	Existing Clause Details	Clarification Sought	Bank's Response
100				ii. A third party auditor may be appointed only with the mutual consent of the parties on a non-contingent basis after he has executed a confidentiality agreement with the Bidder.	No change in RFP terms.
101				iii. Bidder is not obligated to share any information relating to Bidder's costs, Bidder proprietary data, confidential information of Bidder's other customers and internal audit reports of the Bidder.	No change in RFP terms.
102				iv. Such audit shall be conducted (a) upon thirty days prior written notice to Bidder; (b) no more than once each calendar year; (c) only in relation to the previous twelve months' activities; (d) during normal business hours; and (e) to the extent it does not interfere with Bidder's ability to perform the Services in accordance with the Agreement.	No change in RFP terms.
103	Pg. 7	SCHEDULE OF EVENTS	10. Submission of Bid Fee and EMD	Kindly allow EMD through BG mode also.	No change in RFP terms.
104	Pg. 62	Annexure - 8	Multiple work experience criteria related to BFSI sector	Kindly allow experience in any sector.	No change in RFP terms.
105	68	SHEET 2 - Technical Specifications for User Interface Design and Development Services Point 4.	The entity to which the assignment is delivered should have the number of branches 500 and above.	We had implemented system integration projects for 15 banks in India, several banks overseas in last 20 years.	No change in RFP terms.
106			In case the bidder does not furnish even 1 PO pertaining to the Service category for which the bid has been submitted, then the bid shall be summarily rejected for that specific Service category and shall not be considered for further evaluation for the service type..	Currently we are actively working with 1 RRB in India from 2011 which has more than 200 branches. The other banks we worked with have 5000+ branch however the projects ended somewhere between 2017 - 2019.	No change in RFP terms.
107				Kindly clarify our qualification for this empanelment.	No change in RFP terms.
108		ELIGIBILITY CRITERIA COMPLAINEE SHEET – Annexure 13, Sr. No.2		We are registered MSE and our last year turnover is more than 5 crore. Does this affect our eligibility.	As per eligibility criteria mentioned in the RFP documents. Please refer the eligibility annexure 13.
109		ELIGIBILITY CRITERIA COMPLAINEE SHEET – Annexure 13, Sr. No.5		We are registered MSE. We understand, as per the Public Procurement Policy for Micro & Small Enterprises (MSEs), 1. The tender documents shall be issued free of cost to MSEs. 2. MSEs are exempted from payment of Earnest Money Deposit (EMD). Is this applicable to IDBI and more specifically for this RFP	Please refer the page no. 8 for clarification
110		ELIGIBILITY CRITERIA COMPLAINEE SHEET – Annexure 13, Sr. No.8		We are catering to both the Depositories (NSDL & CDSL) along with their group companies. Further we also serve Stock Exchanges (NSE, MCX). They have network of 700+ Depository Participants. We have experience of more than 20 years in BFSI segment.  Can this be considered as fulfilling criteria for this clause of eligibility	No change in RFP terms.

Date: January 31, 2023  
Place: Novi Mumbai