

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
1	12	5.1. General	xxi. The Bidder should be responsible for resolving any compatibility issues with existing hardware & software infrastructure during deployment and maintenance of the Solution during the contract period.	I ideally the configuration and maintenance to the hardware servers and third party server like web server, database server or database, middle ware etc. are being configured by the bank's IT team. The vendor will be responsible for implementing and configuring only cash management solution at the bank. Please clarify?	No change
2	124	16. ELIGIBILITY CRITERIA COMPLAINT SHEET (ANNEXURE – 16)	Proposed system should have the transaction processing capability of minimum 36 Lakhs Payment Transactions per day and 5 lakhs Collections /VAS transactions per day	No bank would allow us to share this information with IDBI as there is NDA signed with all existing banks. Also no bank would provide us any letter citing this data or percentage. Please remove this clause We would like to know from IDBI Bank which banks would be able to provide such certificate in India. If this clause is not removed, it would be difficult for vendors like us to participate in bidding for this RFP.	The certificate asked for is to certify that the bidder has processed the asked transaction volumes at peak level on any given day in last two years. It has nothing to do with NDA, as no confidential information is being provided. Since this clause is to substantiate the claim of bidder of having time tested capacity to handle the volumes requirement of IDBI, no change in the said clause is proposed.
3	13	5.1. General	xxxv. Bidder must provide required support during periodic VAPT (External & Internal), IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc., to the Bank. Also rectification of deficiencies pointed out during IS Audit should be done at no additional cost to the Bank.	Kindly share the list of external/internal security guidelines which the vendor is required to be compliant with.	The same will be shared with the successful bidder
4	24	6.4. Penalty amount will be charged as defined as below, if Bidder fails to meet the SLA as mentioned below :	6.4. Penalty amount will be charged as defined as below, if Bidder fails to meet the SLA as mentioned below : Breach of service levels expectations consistently on part of the Bidder may lead to invocation of clause for "Termination for Default" Category Severity Timeframe for Problem analysis & response Timeframe for resolutions Problem/Issue/ Defect due to application related issue Showstopper Immediate Within 3 Hr High 1 Hr 5Hr Medium 2Hr SBD* Low 2 days* As per mutually decided timelines Penalty Amount: The SLA measure for calculating Penalty amount shall days of delay. The penalty amount will range from Rs.1000/- per days to Rs.5000/- per day, depending on the delay, as stated under: Delay of 1 day and upto 2 days Rs. 1000/- per day Delay of above 2 days and upto 5 days Rs. 2500/- per day Delay of above 5 days and upto 8 days Rs. 4000/- per day Delay of 8+ days Rs. 5000/- per day	We would like propose our SLA's which are being followed by our other PSU clients in India. Refer sheet 2 for the same. The proposed SLAs by the bank is not practically feasible. Kindly revisit in this in the amendment.	No change

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5	49	11. PAYMENT TERMS	<p>11. PAYMENT TERMS</p> <p>11.1. Payment will be made in phases after obtaining a "Letter of satisfaction" and clearance for Payment from the concerned dealing group and post execution of legal documents such as Contract Form, Deed of Indemnity, PBG, Service Level Agreement (SLA), Integrity Pact (IP), and Non-Disclosure Agreement (NDA) etc.,</p> <p>S. no. Stage of Payment Payment % License Cost</p> <p>1. After delivery, configuration, successful installation and deployment of software solution 30%</p> <p>2. After successful UAT of Payments Module 15%</p> <p>3. After successful completion of UAT of Collection Module 15%</p> <p>4. After successful completion of UAT of Balance Modules 10%</p> <p>5. After successful Go-Live of Payments Module 15%</p> <p>6. After successful Go-Live of Collections Module 10%</p> <p>7. After Go Live of Balance Modules 5%</p> <p>Implementation and other misc. cost such as Training, Migration etc.</p> <p>1. After delivery, configuration, successful installation and deployment of software solution 10%</p> <p>2. After successful completion of UAT of Payments Module 25%</p> <p>3. After successful completion of Go-Live of Payments Module 10%</p> <p>4. After successful completion of UAT of Collection Module 15%</p> <p>5. After successful completion of Go-Live of Collection Module 10%</p> <p>6. After successful completion of UAT of Balance Modules and Solution 10%</p> <p>7. After successful completion of Go-Live of Balance Modules. 10%</p>	<p>The Payment terms given by the bank are unfavorable and cannot be complied . We propose the following Payment terms -</p> <p>License:- Payment Milestone on base software delivery (50%) followed by customized delivery as below -</p> <p>20 % on Payments UAT signoff 15 % on Collections UAT signoff 5 % on Balance module UAT signoff Remaining 10% on Go-Live</p> <p>Implementation and other costs:- On delivery - 30% on UAT sign off 30% On Go-Live 30% Rest - 10% post warranty</p>	No change
6	9,42	10,13	PERFORMANCE BANK GAURANTEE	<p>Since we are in business more than two decades not having encountered with any case which would require invocation of PBG, can the PBG conditions be omitted?</p> <p>Further, if this is mandatory can we would request to agree on the detailed conditions related to PG at the contracting stage such as</p> <p>a. Its invocation in certain cases only after providing the notice to the bidder shorter claim period. c. invoking in case failure is solely attributable to bidder, etc.</p> <p>We would request to finalize this at contracting stage if required to be provided.</p>	No change
7	19	5.7 (iii)	All copies should be delivered in hard & soft media. Source code for customized application and documentation of the solution shall be the property of the Bank from the start of the contract period. Bank would guarantee that it would not use the source code for commercial purposes and documents in case the vendor/Bidder so desires. In case the Bidder fails to customize the software the Bank reserves the right to modify the software to suit business requirements without any additional liability whatsoever. The Bidder should either provide the source code itself with necessary documentation or arrange to keep it under escrow arrangement.	<p>Source code of any nature can be only placed in Escrow arrangement and cannot be handed over to the bank'. Please amend the clause.</p> <p>Also, in our understanding customizations will be built on top of bidder's base product. Therefore, the IPR of the customization need to belong to bidder.</p>	No change
8	46	6.6	SIGNING OF CONTRACT	<p>We suggest to provide a cure period in case of any breach or violation before terminating the contract. Will there be any such cure period and of how much days will it be?</p>	No change

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9	49	3.1	CONDITIONS PRECEDENT	Please let us know how the changes to the PBG can be suggested, if there are any?	No change
10	50	7	<p>7. INDEMNITY</p> <p>7.1. 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 10, indemnifying the Purchaser, its directors, employees, agents and representatives, from and against any losses, damages, costs 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.</p> <p>The liability of the Bidder for such losses, damages expenses etc., mentioned above, caused to the Purchaser due to-</p> <p>7.1.1. infringement of Intellectual Property Rights, including but not limited to patent, trademark, logo, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise; and 7.1.2. breach of confidentiality obligations stipulated by the Bank on Bidder as per the terms of RFP shall be unlimited and equal to the total extent of losses, damages and expenses caused to the Purchaser/Bank. As regards to all other losses, damages, expenses, liabilities, cost, suits, actions, judgments, and or otherwise caused due to non-compliance of other terms of RFP shall be limited to the extent of 100% of Contract value.</p> <p>7.2. The provisions under this clause shall survive the termination of the Contract.</p>	<p>We are OK to provide indemnity against IPR infringement by our proprietary product.</p> <p>Please let us know which are the third party claims apart from IPR infringement for which indemnity is sought. Further indemnity for breach of contract will not be required since the remedy of damages will be available for the same.</p> <p>Please help us to understand how can we suggest modifications to indemnity if there are any? Can the parties mutually finalize the clause at the time of contracting stage?</p>	No change
11	51	8	INTELLECTUAL PROPERTY RIGHTS AND PATENT RIGHTS:	<p>The arrangement will involve providing licenses of bidder's proprietary product as per applicable licensing terms.</p> <p>Therefore, please help us to understand how we can modify the clause to state that all IP will belong to bidder.</p> <p>Further bidder will be happy to provide indemnity for its product however, the Bank may procure third party software/hardware, please help us to understand how bidder can disclaim indemnity for these third party product?</p> <p>We suggest both the parties mutually finalize the clause at the time of contracting stage.</p> <p>Please confirm.</p>	No change
12	56-57	17 and 18	LIQUIDATED DAMAGES and DEFICIENCY IN THE BIDDER'S PERFORMANCE	<p>Can a cure period be provided before imposing liquidated damages or termination?</p> <p>It can be applied in cases where failure is for reasons solely attributable to the bidder.</p> <p>Further since there is already provision of liquidated damages, we would suggest to drop the provision related to return of the amount paid along with 10% additional amount and interest of 18%. We would like to also suggest lower cap of LD.</p>	No change

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13	58	21	TAXES & DUTIES	Please clarify which all Taxes & Duties are considered here? What about GST?	It is clearly mentioned in sub clauses 21.1 to 21.9. GST is also part of Taxes and Duties.
14	59	23.1	SUCCESSFUL BIDDER OBLIGATION	Can we avoid generic and wide terms such as "abide by directives / instructions issued by Purchaser from time to time."	No change
15	60	24.2	SURVIVAL	Can we mutually agree on the survival clause at the contracting stage?	No change
16	60	25.3	NO SET-OFF, COUNTER-CLAIMS, CROSS-CLAIMS	We would request to limit the rights related to this contract with this contract only. Can we agree on a mutual 'no set off' clause?	No change
17	60	26	THE TRI-PARTITE AGREEMENT	please let us know who are the other parties other than the bidder contemplated in this clause?	No change
18	61	29	PURCHASER'S RIGHT OF INSPECTION AND PERIODIC AUDIT	We would suggest a prior notice of audit and also costs to be borne by the Bank and scope can be agreed mutually.	No change
19	62	30	CONTRACT PRICE	In the event of changes circumstances impacting the price, please let us know how we can modify the prices to consider the effect of changes circumstances. Further please help us to understand how fiscal benefits can be passed and will it be mutual to pass on benefits only but not the burdens?	No change
20	63	32	OWNERSHIP AND RETENTION OF DOCUMENTS	Can we club this and IPR clause since these are principally contemplating the same intent?	No change
21	64	33.7	REPRESENTATIONS AND WARRANTIES	We would be happy to obtain the insurance policies which are mandatory under the law. How can we modify this clause to that effect?	No change
22	67	36	CONFLICT OF INTEREST	The term "Member" used in this clause has a wide implication since in case where the bidder is listed entity its members may be thousands. Therefore, can we modify the term "Member" to "Promotor"?	No change
23	69	38	TERMINATION	We would like to suggest to omit termination for no reason i.e. for convenience. We would also like to suggest to provide cure period before termination. We would also like to suggest to add termination by bidder.	No change
24	70	39	CONSEQUENCE OF TERMINATION	We would suggest to agree on transition aspects mutually at the time of termination of contract. We would also suggest to make the full payment of amount due since the bank would already have levied the LD and penalties and can also claim damages legally in case of any breach by bidder. Please help us to understand who are the third parties contemplated in clause 39.4?	No change
25	72	45	"NO CLAIM" CERTIFICATE	we would suggest not to restrict any party's available right. Further can we make this clause mutual?	No change
26	72	48	INSURANCE	We would be happy to obtain the insurance policies which are mandatory under the law. How can we modify this clause to that effect?	No change

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27	73	49	<p>49. LIMITATION OF LIABILITY</p> <p>49.1. The Parties acknowledge that circumstances may arise where on account of a breach by Bidder of the terms of this RFP and subsequent Agreement, or other contractual or tortuous claim, the Bank may be entitled to damages from Bidder.</p> <p>a) Bidder's aggregate liability shall be subject to an overall limit of 100% of the Total Project Cost for the Contract period.</p> <p>b) The limits specified in this Sub-Clause (a) shall not apply to the Indemnity furnished by the Bidder in favour of Purchaser in terms of Clause 7 under Section 2 of the RFP.</p> <p>c) 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 may be entitled to damages, if any, from Bidder on account of this.</p> <p>In no event the Bank shall 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 software delivered hereunder.</p> <p>d) In circumstances where the Bidder indemnifies the Bank against any claims of infringement of any Intellectual Property rights, the BIDDER must at its own expense promptly;</p> <p>i. Procure the unrestricted right for the Bank to continue using and receiving the same; or</p> <p>ii. Make or procure on Bank's behalf such alterations, modifications, adjustments or substitutions to all or any parts of the same so that it becomes non-infringing without affecting the relevant part of Deliverables or Services or prejudice their compliance with their terms of the specifications or requirements.</p> <p>iii. Substitute a non-infringing version of the infringing item of at least functional equivalence conforming to applicable requirements under the RFP.</p> <p>e) If Bidder is unable to provide any of the forgoing alternatives, the Bank may at its own option terminate Agreement in terms of RFP</p>	<p>We would like to suggest to exclude the indirect damages for bidder also. Further we would like to suggest to apply liability cap to indemnity also.</p> <p>How can we suggest these modifications?</p> <p>Can we agree this clause at contracting stage?</p>	No change
28	80	ANNEXURE – 4 and ANNEXURE – 5	UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP and SELF DECLARATIONS	Please help us to understand how we can suggest slight modifications if any?	No change
29	83	ANNEXURE – 6	MANUFACTURERS AUTHORIZATION FROM OEM	will this be applicable even if bidder is itself OEM of the software product to be licensed?	No
30	84	ANNEXURE – 7	CONTRACT FORM	Please help us to understand how we can suggest modifications if any?	No change
31	86	ANNEXURE – 8	PERFORMANCE BANK GUARANTEE	Please help us to understand how we can suggest modifications if any?	No change
32	92	ANNEXURE – 10	DEED OF INDEMNITY	Please help us to understand how we can suggest modifications if any?	No change
33	127	ANNEXURE-19	INTEGRITY PACT	Please help us to understand how we can suggest modifications if any?	No change
34	NA	NA		Please help us to understand how we can propose additional clauses or suggestions at the time of contracting stage?	No change
35	94	Annexure 13	The system should integrate client ERP in a seamless manner through host to host/API connectivity. It should be also capable of extracting the data from client ERP (SAP/Oracle) in their ERP specific format.	What are the file formats of ERP (SAP/Oracle) expected to be supported for the specified requirement	These are industry common standards, the bidder is expected to be aware of the same. If required details can be shared with successful bidder at the time of implementation.
36	42	13. PERFORMANCE BANK GAURANTEE (PBG)	13.5. The Bank will retain 5% of the Total cost of CMS solution as defined in part 'A' of the commercial bid i.e. the PO amount, as security towards satisfactory performance, till the estimated useful life of the solution i.e. 7 years.	why is this retention when you have asked for PBG? These are not practical and needs to be omitted.	No change
37	62	31. INFORMATION SECURITY	31.8. The Bidder shall abide to the Information Security Policy (ISP) and Cyber Security Policy (CSP) of the Bank (as amended from time to time), which will be shared by the Bank with the L1 Bidder on need to know basis. The L1 Bidder shall ensure that the equipment/application/software supplied under the RFP shall be complacent with the ISP and CSP at all times.	Please elaborate current ISP and CSP followed in the bank	The details shall be shared with successful bidder.

Reply to the Pre Bid Queries, Pre Bid Meeting dated April 08, 2021
REQUEST FOR PROPOSAL [RFP] For Procurement of Software Solution for Cash Management Services (CMS)
(REF No: IDBI Bank/ITD/VMG/RFP/2020-21/050 Dated 28th March 2021)

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38	16	5.3	The Bidder will be responsible for necessary tools & support services for f of the data from the existing legacy system of the Bank and also for first time Master creation	what does Marked words mean?	Query not clear
39	11	5.1	Bidder has to supply, install and configure all the required software other than related to application server, OS and Database for the successful implementation of the proposed solution at both DC & DR sites at CBD Belapur and Chennai respectively, of the Bank and renewal thereafter on mutual agreement from time to time.	Need clarity on the use of term "other than". Believe this is written to indicate bidder has to support all the mentioned activities - inferred from point xii	No change
40	22	5.10. Documents	•Development Tools, API	Need clarity on how this comes under the scope	Bidder has to provide the required documentation for APIs and Development tools.
41	29	9	DATAMIGRATION	Can Bank share more details on data capturing utilities that they expect to be provided by Bidder? Why and where they envisage this in migration?	It refers to the programs, codes etc written to take out data from existing system and populating the same in proposed system.
42	-	-	General	Can Bank share more details on below integrations: o IBM Sanobi DR integration o SOC log integration	Can be shared with successful bidder in design phase
43	-	-	General	Bank can share list of regulatory compliance they would need us to comply to?	Being a software provider to Banking Industry, the same should be part of standard offering, as the regulatory requirements are common for all banks in India.
44	11	5. SCOPE OF WORK	iv. Bidder has to supply, install and configure all the required software other than related to application server, OS and Database for the successful implementation of the proposed solution at both DC & DR sites at CBD Belapur and Chennai respectively, of the Bank and renewal thereafter on mutual agreement from time to time.	Would this be required for software installation or remote access can be given from Mumbai Access? If yes, what is expectation of this local presence	Bidder has to install the required software at DC & DR premises located at CBD Belapur and Chennai respectively.
45	-	-	General	In some sections referred as provided by Bank while other sections mentions Bidder has to provide, install hardware – need clarity	Hardware will be provided by Bank.
46	-	-	General	Interface Integration: as per RFP all integration now and in future needs to be done free of cost. Can Bank provide a scope for this for the time period they expect the contract (Implementation + 6 years AMC) – list of interfaces to be integrated and which of these are expected to upgrade in this time period?	This information can't be provided right now.
47	8	Document Control Sheet	Last Date & Time for Bid submission. 17th- April-2021 up to 16:30 hours	We request the bank to extend the Bid submission date by at three weeks considering the scope and complexity of the RFP	No change
48	10	5.1(ii)	Parameterize the solution in accordance to the Bank's requirements, policies and practices followed at no extra cost to the Bank.	While Bidder agrees to comply with bank's policy requirements existing as on date of submission of bid, it is not possible for the bidder to envisage bank's policy requirements in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of bank's policy requirements applicable as on date of submission of bid and compliance to any change in bank's policy requirements shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Details shall be shared with selected bidder
49	11	IV	Any customizations for existing clients need to be taken care during implementation itself. The Bidder has to provide the customizations as per existing master setup of customers, the list of such customizations will be shared with successful bidder only.	Since the bidder doesn't have visibility on existing customisation, request bank to provide the list of all such customisation on existing clients setup before commercial submission for RFP, that will help vendor to factor the effort & cost properly. Else we suggest to modify the clause as "Any customizations for existing clients need to be taken care during implementation itself, The Bidder has to provide the customizations as per existing master setup of customers, during the implementation phase, based on mutual agreed effort & cost "	Details shall be shared with selected bidder

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50	11	5.1(v)	Perform updates including statutory / regulatory updates, during the period of the contract at no extra cost to the Bank.	<p>Any update to the extent required for achieving the scope of work agreed by the parties will be given to the Bank at free of cost. Any other updates/upgrades shall be chargeable by the bidder. Therefore, we request you to remove upgrades from this clause.</p> <p>While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.</p>	No change
51	11	xiii.	xiii. Enable suitable information security / cyber security and secure configuration in respect of the components, and utilities in the system, as per requirement of the Bank from time to time.	We presume, Bank will provide the required infrastructure, network and security controls according to applicable regulatory requirements, etc, kindly confirm	As per the requirement of bank from time to time. All the infrastructure, network and security controls will be provided by bank. Bidder has to take care of the Application level network / security controls.
52	12	xviii.	Bidder will integrate with the Bank's existing Core Banking (Finacle 10x) and other application / interface / middleware / third party software and any other interface/application in future, at no extra cost to the Bank, e.g. Bank's existing applications such as Finacle, SFMS for NEFT/RTGS, IMPS, UPI, NACH, Virtual Accounts, RSA, EFRMS, CBDT, Rapid Pay, B-DEM etc.	<p>Implementation pricing is based on the current scope of work identified in the RFP. Any future integration due to change in Bank's existing Core Banking (Finacle 10x) and other application / interface / middleware / third party software and any other interface/application will be done at the mutually agreed cost.</p> <p>assumption for Scope of interface consider as per below mentioned system as part of RFP</p> <ol style="list-style-type: none"> 1. Bank's existing Core Banking (Finacle 10x) 2. SFMS - RTGS/ NEFT 3. Bank's Existing IMPS Switch 4. Bank's existing UPI Switch 5. Bank's Virtual account central system 6. RSA 7. EFRMS 8. NACH system 8. CBDT 9. Rapid Pay 10. B-DEM <p>However Bank can use the standard application interface provided as part of implementation (standard API & bulk file based interface) for banks existing or any future application to interface with CMS application. Building new interface can be provided based on mutual agreed cost.</p>	No change, the bidder is expected to integrate the proposed application with legacy systems, as mentioned
53	12	5.1(xviii)	Bidder will integrate with the Bank's existing Core Banking (Finacle 10x) and other application / interface / middleware / third party software and any other interface/application in future, at no extra cost to the Bank, e.g. Bank's existing applications such as Finacle, SFMS for NEFT/RTGS, IMPS, UPI, NACH, Virtual Accounts, RSA, EFRMS, CBDT, Rapid Pay, B-DEM etc.	Implementation pricing is based on the current scope of work identified in the RFP. Any future integration due to change in Bank's existing Core Banking (Finacle 10x) and other application / interface / middleware / third party software and any other interface/application will be done at the mutually agreed cost.	No change, the bidder is expected to integrate the proposed application with legacy systems, as mentioned
54	12	5.1(xviii)	The Bidder shall be responsible for free of cost up gradation of the software in the Bank as and when the same arrives in the market during the implementation.	Any update to the extent required for achieving the scope of work agreed by the parties will be given to the Bank at free of cost. Any other updates/upgrades shall be chargeable by the bidder.	This clause specifically talks about upgrade during implementation, post implementation the bidder may charge based on reasonable cost, and the bank shall take a decision at that moment.

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55	13	xxvi.	The Bidder shall be responsible for data migration from existing system of the Bank to the new system in a seamless way and also the reconciliation of data tables including General Ledgers while migration from existing CMS system of the Bank to the new CMS system.	assumption for data migration is Customer Master data & parameters, Open payments data only. Backdated historical payment transactions data is not recommended and not considered as scope. Pls confirm.	Refer to clause 9 related to Data Migration for more clarity.
56	13	xxvii.	The Bidder shall be responsible for migration of all existing reports, standard as well as customized of existing clients.	Since the bidder doesn't have visibility on existing customisation, request bank to provide the list of all such customisation on existing clients setup or existing reports that need to be migrated before commercial submission of RFP, that will help vendor to factor the effort & cost properly. Else we suggest to modify the clause as "Any customizations for existing clients & existing reports need to be taken care during implementation phase, by reviewing the requirement & based on mutual agreed effort & cost "	The same shall be shared with successful bidder
57	13	xxxiv.	Bidder must maintain and support the interfaces, software and other infrastructure at Data Centre & Disaster Recovery Centre and DR (if any) as proposed and provided as a part of this project.	Is Bank looking for dedicated Facility management support in bank premise to support application software. Assumption is that Infra/network will be supported by bank's existing infra vendor.	The assumption is correct
58	13	5.1 General xxxvi.	Bidder must provide required support during periodic VAPT (External & Internal), IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc., to the Bank. Also regulatory compliances should be done at no additional cost to the Bank.	Since it is not possible for the bidder to foresee any future impacting changes from regulators, Central/State government/ authorities/ agencies, statutory bodies/agencies etc. and corresponding impact/c changes to be done to the product/solution/services thus recommend to amend the clause/s as below: 'Any changes required to be implemented as part of the Solution under this Order due to any future guidelines, mandates, circulars, directions, notifications, regulations, orders, amendment to existing law or regulations, or new law or regulation issued by Payment System Operators (PSOs) like RuPay/VISA/Mastercard card schemes, regulators like Reserve Bank of India (RBI), State and Central Governments and government authorities and agencies, subsequent to Order Effective Date as applicable to the Services and provided FIS makes such changes as part of its services to its general client base in India, such changes shall be provided by FIS at additional cost to the Client and on terms as mutually agreed between the Parties in writing.'	No change
59	13	xxxvi	xxxvi. Bidder must provide required support during periodic VAPT (External & Internal), IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc., to the Bank. Also regulatory compliances should be done at no additional cost to the Bank.	Please validate that bank will provide requirements of Bank/Regulatory policies which would be discussed and agreed for implementation. Bank would be conducting VAPT/audit from its existing vendors and Bidder has to support for closure of observations.	The assumption is correct
60	14	5.1(xli)	Escrow arrangement for applications needs to be maintained. An escrow agreement is a tripartite arrangement between the Bank, Software vendor and the escrow agent. By this arrangement, the source code of application is kept with escrow agent, which can be made available to the Bank in the event the vendor goes out of business. The Successful Bidder is required to execute documents/agreements in this regard as prescribed by Bank from time to time.	Considering the nature of deal, the bidder will provide the solution and the annual maintenance services including the warranty. It's a non-standard position for provide any source code or escrow arrangement. Therefore, we request to remove this clause.	No change
61	14	5.1(xliv)	Bidder should comply with all the guidelines issued by RBI/BA/SEBI/Govt. of India and any other regulatory authority issued from time to time with no extra cost to the Bank.	While Bidder agrees to comply with RBI/BA/SEBI/Govt. of India & other regulatory directives and guidelines existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of RBI & other regulatory directives and guidelines applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No change
62	14	xliv	xliv. Bidder should comply with all the guidelines issued by RBI/BA/SEBI/Govt. of India and any other regulatory authority issued from time to time with no extra cost to the Bank.	Any future regulatory and compliance requirement from regulators requiring major system upgrade or architecture changes which might lead investment from bidder for compliance will be borne by the bank at actuals as per mutual consent of both the parties, kindly confirm.	No change

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63	15	5.1(iii)	The scalability of the system should be in built and should be planned as per the schedule above; it should be upgraded every year with no extra cost to the Bank. Bidder needs to advise the Bank the hardware requirements over the tenure of the contract period. The initial hardware advised should be capable of handling at least the first 5 years load, volume and sizing. The Bidder has to advise appropriate hardware and other resources to be incrementally added based on the increase in the load and volumes to support the growth for the remaining contract period. The Bidder has to ensure that the configuration proposed is capable enough of handling the respective year's load and volume and that the resource utilization is always within 75% at any point of time.	Any update to the extent required for achieving the scope of work agreed by the parties will be given to the Bank at free of cost. Any other updates/upgrades shall be chargeable by the bidder.	No change
64	15	5.1(iv)	Application source code /secure code / review and audit certificate from a valid third party system should be provided as a part of RBI Compliance.	As per the scope of work, bidder is providing the ICMS license to the Bank for its use as per the terms of the contract mutually agreed between the parties. No source code access will be given to the bank as the part of contract. We request you to delete this clause.	No change
65	15	xliv	liv. Application source code /secure code / review and audit certificate from a valid third party system should be provided as a part of RBI Compliance.	Kindly provide reference of requirements mentioned under RBI compliance for further understanding.	No change
66	16	5.2 (vi)	The Bidder shall deliver latest product in UAT environment of the Bank.	Any upgrades will be delivered to the bank on a mutually agreed cost.	No change
67	17	vii	Migration of Legacy Crystal and Oracle based reports to higher version supported by the successful bidder.	Since the bidder doesn't have visibility on existing customisation, request bank to provide the list of all legacy crystal or oracle based reports before commercial submission of RFP, that will help vendor to factor the effort & cost properly. Else we suggest to modify the clause as "Any customizations for existing clients & existing reports need to be supported during implementation phase, based on mutual agreed effort & cost"	The same shall be shared with successful bidder
68	17	X.	The Bidder shall develop the data conversion programs to convert Bank's data to proposed solution upload format. The Bidder shall perform mock data migration tests to validate the conversion programs.	Can bank provide the scope for such data conversion like list of masters, transactional data period, size etc, Assumption for data migration is considered as Customer Master data & parameters and Open payments data only. Backdated historical payment transactions data is not recommended and not considered as scope. Pls confirm.	The same shall be shared with successful bidder
69	19	5.7.ii.5.	Facility Management/Help Desk facility/Technical Support/Online support facility/Escalation matrix for unresolved issues	Is Bank looking for dedicated Facility management support in bank premise to support application software. Assumption that onsite facility management support is limited to vendor application management, Infra/network will be supported by bank's existing infra vendor. What is the support timeline during working hours/24*7 etc	Refer to Annexure 16 point 7 for better clarity
70	19	5.7(iii)	All copies should be delivered in hard & soft media. Source code for customized application and documentation of the solution shall be the property of the Bank from the start of the contract period. Bank would guarantee that it would not use the source code for commercial purposes and documents in case the vendor/Bidder so desires. In case the Bidder fails to customize the software the Bank reserves the right to modify the software to suit business requirements without any additional liability whatsoever. The Bidder should either provide the source code itself with necessary documentation or arrange to keep it under escrow arrangement.	The bidder agrees to license the IP generated during the course contract to the Bank for its usage on the terms and conditions mutually agreed between the parties. However, the ownership of the background IP & the developed IP (due to any customisation of the solution) under the contract will be with the Bidder. The contract in no manner transfer any IP of Bidder to the Bank.	No change
71	20	vii.	Any customization requiring onsite debugging or customization for the integration with the Bank should be carried out by the Bidder onsite as and when required to ensure smooth implementation.	Considering the current pandemic situation there may be restriction on onsite travel. Can bank also provide the secure remote access to vendor support team, for remote login and resolution of issues faster. Many of our local and global customers, we provide support through secure Remote login.	No change

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
72	20	5.7(v)	Customization in the present application and all future customization regulatory in nature will be developed or built in by Bidder at no additional cost during contract period. Bidder should carry out Detailed Requirement Gathering (DRG) and share Gap Analysis document for Bank's existing solution.	While Bidder agrees to provide the customisation as per the scope of work under the contract. It is not possible for the bidder to envisage future customization due to regulatory and corresponding changes to be done to the Services, thus Bidder request that any future customisation due to regulatory change shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No change
73	23	5.13.i.6.	The application software should fully comply with all the existing or future time to time guidelines, requirements notified by Government, RBI, other statutory bodies etc. during the contract at no additional cost to the Bank.	While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No change
74	25	5.15. Hardware Requirements ii.	The data will be retained for a period as per regulatory norms applicable from time to time, presently 10 years.	Since it is not possible for the bidder to foresee any future impacting changes from regulators, Central/State government/ authorities/agencies, statutory bodies/agencies etc. and corresponding impact/c changes to be done to the product/solution/services thus recommend to amend the clause/s as below: 'Any changes required to be implemented as part of the Solution under this Order due to any future guidelines, mandates, circulars, directions, notifications, regulations, orders, amendment to existing law or regulations, or new law or regulation issued by Payment System Operators (PSOs) like RuPay/VISA/Mastercard card schemes, regulators like Reserve Bank of India (RBI), State and Central Governments and government authorities and agencies, subsequent to Order Effective Date as applicable to the Services and provided FIS makes such changes as part of its services to its general client base in India, such changes shall be provided by FIS at additional cost to the Client and on terms as mutually agreed between the Parties in writing.'	No change
75	26	6.2	The Bidder shall be required to provide all future updates for the proposed software, which are regulatory in nature and are required as per regulatory directions of RBI / SEBI, at no extra cost during contract period. The support for implementing the updates shall be provided by the bidder at no extra cost during the contract period.	While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No change
76	28	6.5 (b) (iii)	However, Bank reserve the right to terminate the contract at any time, if the project is not delivered as per scheduled timelines and Bank will claim entire amount paid to the vendor with simple interest @18% p.a. along with additional 10% of „cost of the contract“, as compensation.	We request the Bank to terminate the Agreement only in the event Bidder commits any material breach and the same is not rectified in 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to amend this clause accordingly. Further, we request the Bank to remove the interest provision.	No change
77	28	7.2	The delivery & installation schedule specified above shall be strictly adhered to. Time is the essence of this Contract. The delivery of IT equipments at location will be done on obtaining prior permission from dealing group. If, equipments are delivered at location without obtaining permission from dealing group then Bank will not be responsible for any further consequences.	The Bank has already defined the timelines for the delivery of the solution to the Bank along with the penalties for any delay in delivery by the bidder. We request you to delete the language "Time is the essence of the contract." Also request bank to reconsider the timeline to 9 months for project, considering the wide scope includes number of modules & payment schemes, number of interfaces, data migration and number of customisation.	No change

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
78	29	9.1	Data Migration is a critical exercise and an important part of this project, IDBI Bank is a key player in CMS Business and holds a sizeable market share. The Bidder can request for details of work related to migration required to be done and assess the effort required accordingly.	We request to provide the details of work related to migration of existing client data , report and customisation before submission of commercial of RFP , to help vendor to do the proper assesment of work to arrive at effort before submitting of commercial. Or it will be submitted during project implementation phase at mutually aggred effort and cost between parties.	The same shall be shared with successful bidder
79	29	9.3	The master database and transactions database (as decided by the Bank) of existing customers of IDBI Bank is to be successfully migrated to the new system within stipulated timelines, as specified by the Bank and to the satisfaction of the Bank, failing which suitable penalty shall be levied as detailed in para 6.4 (c).	Bidder doesn't have visibility on scope of the migration , considering that stipulated timeline for migration should be decided based on mutual agreement between parties after reviewing & finalisation of the scope of migration by parties during implementation phase. Failing which only suitable penalties can be levied,	Refer to clause 9 related to Data Migration for more clarity.
80	29	9.2	Time is the essence of this Contract / Agreement and entire project should be completed maximum within 6 months from the date of issuance of Purchase order (PO).	The Bank has already defined the timelines for the delivery of the solution to the Bank along with the penalties for any delay in delivery by the bidder. We request you to delete the language "Time is the essence of the contract." Also request bank to reconsider the timeline to 9 months for project, considering the wide scope includes number of modules & payment schemes, number of interfaces, data migration and number of customisation.	No change
91	30	9.5.3	The module wise data migration of old system includes data from Production as well as Archival system.	We assume the migration of old system data is limited to only open transactions. Request bank provide the detail on archival system data size that need to be migrated in case old historical completed transaction data to be included.	It includes both as mentioned clearly
92	30	11.1	The Bidder / Vendor will provide 12 Months warranty from the date of issuance of Acceptance Certificate (Go Live) accompanied with necessary onsite resources for the project implemented. Any defects / bugs noticed in the migrated/implemented applications shall be reworked and /or replaced by the Bidder / Vendor with defect-free components free-of-cost. The Bidder shall conform the integrity of the solution supplied i.e. the solution is free from bugs, malware, covert channels in code etc.	Bidder insures that the Deliverables should not have any malware while deployment into the Bank's network. It is Bank's obligation to protect its network and subnetworks, effectively against unauthorized access, malware, malicious code and other threats, thus we request the Bank to kindly delete this clause.	No change
93	30	11.2	During the contract period if OEM of OS/DB solution announces regarding the End of Support, the successful Bidder will migrate the solution to the newer version of OS/DB without additional cost to the Bank. All updates and upgrades of OS & DB have to be done by the selected Bidder without any extra cost to the Bank during contract period. However, licenses will be provided by the Bank.	Any update to the extent required for achieving the scope of work agreed by the parties will be given to the Bank at free of cost. Any other updates/upgrades shall be chargeable by the bidder.	No change
94	31	11.4	Bidder should setup one centralized L2 Support at Belapur, Navi Mumbai (DC), till the completion of warranty support. The Bank has a right to interview and reject resources deployed by the Bidder.	Request bank to provide the working hours for centralised L2 support required at bank premise . i.e. 8 hours / 12 hours or 24 hours support	No change
95	31	11.3	Bidder / Vendor should provide software patches / upgrades towards complying with all the statutory and any other requirements from the Bank as specified from time to time till the warranty period, as and when the demand is raised by the Bank. The warranty period would start after live implementation* (*Live implementation means that after user acceptance and audit clearance the complete System is ported on the production environment (Go Live) and after issuance of Acceptance Certificate by the Bank).	While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No change

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
96	31	11.5(c)	The Vendor / Bidder shall warrant that the project, implemented under the Contract is specifically designed and developed for the Bank and based on the most recent and current techniques and complies with the specifications defined later on in the document.	The bidder will be implementing the project based on the details shared by the Bank. The Bank is in better position to understand its requirements. The solution is a of the self solution. It's not created specifically for the Bank's requirement. Therefore, we are not in position to provide any warranty for fitness. We request you to delete this clause.	No change
97	31	11.5(d)	The Bank shall notify the Vendor of any claims arising under this warranty. If the Vendor / Bidder, having been notified, fails to remedy the defect(s) within a timeframe specified in the Service Level Requirements in above clause 6, the Bank shall proceed to take such remedial action as may be necessary, at the Vendor's / Bidder's risk and expense and without prejudice to any other rights which the Bank may have against the Vendor under the Contract or applicable laws or in equity.	In case of breach of warranty, Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. These are the sole remedy of Bank for any IP infringement claim.	No change
98	31	11.6	No variation in or modification of the terms of the Contract shall be made.	The terms of the agreement will be mutually discussed and agreed between the parties.	No change
99	34	2.6.3	Vendor competitiveness will be assessed based on number of CMS Solution Modules implementations in PSU or Pvt. Banks in last five years, more detailed in eligibility criteria, as per below mentioned matrix:	we suggest to modify this clause as "Vendor competitiveness will be assessed based on number of CMS Solution Modules implemented globally in PSU or Pvt. Banks in last three years, more detailed in eligibility criteria, as per below mentioned matrix:"	No change
100	38	5	BID FORM	While Clause No. 5. mentions Three envelopes i.e. Technical Bid, Commercial Bid and Eligibility Documents are to be submitted; Annexure 18 mentions that Eligibility fulfillment accompanied by all the supporting documents are to be submitted in Technical Bid. Please confirm if Technical Bid and Eligibility Documents are to be submitted in same or different envelopes	Please read this as, eligibility fulfillment accompanied by all the supporting documents are to be submitted in Eligibility Documents Envelope.
101	42	12.1	The Bidder shall furnish as a part of its Bid, a Bid Security as mentioned in the "Document Control Sheet" by way of demand draft or Bankers cheque or pay order in favor of „IDBI Bank Limited" payable at Mumbai. This Bid Security must accompany the technical bid or Bidder can transfer the amount through NEFT/RTGS in the IDBI Bank account	Request the Bank to confirm if Bid Security/EMD can be submitted in form of a Bank Guarantee from Scheduled Commercial Bank. If yes, please share the format of the Bank Guarantee	No
102	44	13.11	The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.	We request the Bank to terminate the Agreement only in the event Bidder commits any material breach and the same is not rectified in 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to amend this clause accordingly.	No change
103	46	6.1	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. No modifications or changes will be accepted or considered in the format stipulated in the RFP document. All Legal documents to be submitted as per format only.	The terms of the agreement will be mutually discussed and agreed between the parties.	The format of contract form is there in the Bid Form, no change in the format shall be allowed
104	46	6.6	The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.	We request the Bank to terminate the Agreement only in the event Bidder commits any material breach and the same is not rectified in 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to amend this clause accordingly.	No change
105	48	1.18	In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by Purchaser and decision of Purchaser in this behalf shall be final, conclusive and binding on the Bidder	In case of any difference of opinion on the part of the Bidder in comprehending or interpreting any clause / provision of the Bid Document after submission of the Bid, such issued will be resolved by the parties as per the dispute resolution process under the RFP.	No change

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
106	49	3.3	Obtaining of all statutory, regulatory and other approvals, consents and no-objections required for the performance of the Services under and in accordance with this Contract.	While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No change
107	50	7	<p>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 10, indemnifying the Purchaser, its directors, employees, agents and representatives, from and against any losses, damages, costs 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.</p> <p>The liability of the Bidder for such losses, damages expenses etc., mentioned above, caused to the Purchaser due to-</p> <p>7.1.1. infringement of Intellectual Property Rights, including but not limited to patent, trademark, logo, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise; and</p> <p>7.1.2. breach of confidentiality obligations stipulated by the Bank on Bidder as per the terms of RFP shall be unlimited and equal to the total extent of losses, damages and expenses caused to the Purchaser/Bank. As regards to all other losses, damages, expenses, liabilities, cost, suits, actions, judgments, and or otherwise caused due to non-compliance of other terms of RFP shall be limited to the extent of 100% of Contract value.</p>	As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, Bidder requests the Bank to restrict indemnity to 3rd party claim of IP infringement to the extent same is made against the a party ("Indemnitee") due to such party use of other party ("Indemnitor") services. Indemnitee agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Indemnitee provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the indemnitor to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the services and if none of these options are available, Indemnitor shall be entitled to take the infringing services back and refund Indemnitee advance service fee if any paid by the Indemnitee. These are the sole remedy of Indemnitee for any IP infringement claim.	No change
108	51	8.1	Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes and products which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits, approvals, consents and no objections that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.	<p>The bidder agrees to license the IP generated during the course contract to the Bank for its usage on the terms and conditions mutually agreed between the parties.</p> <p>However, the ownership of the background IP & the developed IP (due to any customisation of the solution) under the contract will be with the Bidder. The contract in no manner transfer any IP of Bidder to the Bank.</p>	No change
109	51	8.2	Further, the Bidder shall be obliged to ensure that all approvals, consents, no objections, registrations, licenses, permits and rights which are inter-alia necessary for use of the information technology system installed by the Bidder, shall be acquired in the name of the Purchaser, prior to termination of this Contract and which shall be assigned by the Purchaser if necessary under the applicable laws or otherwise to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, or this Contract. However, subsequent to the term of this Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of the Purchaser.	<p>The bidder agrees to license the IP generated during the course contract to the Bank for its usage on the terms and conditions mutually agreed between the parties.</p> <p>However, the ownership of the background IP & the developed IP (due to any customisation of the solution) under the contract will be with the Bidder. The contract in no manner transfer any IP of Bidder to the Bank.</p>	No change

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
110	51	8.3	The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and/or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or any sub-Bidder during the course of performance of the Services.	As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, Bidder requests the Bank to restrict indemnity to 3rd party claim of IP infringement to the extent same is made against the a party ("Indemnitee") due to such party use of other party ("Indemnitor") services. Indemnitee agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Indemnitee provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the indemnitor to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the services and if none of these options are available, Indemnitor shall be entitled to take the infringing services back and refund Indemnitee advance service fee if any paid by the Indemnitee. These are the sole remedy of Indemnitee for any IP infringement claim.	No change
111	51	8.4	In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial drawing/design rights arising from the use of the Products or any part thereof in India or anywhere, the Successful Bidder shall act expeditiously to extinguish such claim. If the Successful Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Successful Bidder of such claim, if it is made, without delay.	As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, Bidder requests the Bank to restrict indemnity to 3rd party claim of IP infringement to the extent same is made against the a party ("Indemnitee") due to such party use of other party ("Indemnitor") services. Indemnitee agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Indemnitee provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the indemnitor to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the services and if none of these options are available, Indemnitor shall be entitled to take the infringing services back and refund Indemnitee advance service fee if any paid by the Indemnitee. These are the sole remedy of Indemnitee for any IP infringement claim.	No change
112	52	11	PAYMENT TERMS	License fee should be paid upfront 100% in advance.	No change
113	53	11.5	The Bidder/OEM must accept the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the System Integrator (SI), in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.	License fee should be paid upfront 100% in advance.	No change
114	55	15.1	The Bidder agrees that the requirements given in specifications, charts, etc in the Bid Documents are minimum requirements of mere indicative nature and are in no way exhaustive. It shall be the responsibility of the Bidder to meet all the requirements of specifications, charts, etc. and other criteria contained in the Bid Documents and any upward revisions and/or additions of quantities, specifications sizes given in specifications, charts, etc., of the Bid Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order as forming part of the Services agreed hereunder and shall be carried out without any time and cost effect to Purchaser. Further upward revisions and or additions required to make Bidder's selected equipment and installation procedures to meet Bid Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Purchaser. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the Bid Documents which the Bidder had not brought out to the Purchaser's notice in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Purchaser.	Any upward revisions and/or additions of quantities, specifications sizes given in specifications, charts, etc., of the Bid Documents required to be made during execution of the works shall constitute a change order and shall be carried out with a change order as forming part of the Services and shall be carried out with additional cost to the Bank.	No change

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
115	56	15.3	If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance or observance of any provisions under the Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended as may be decided by Purchaser. Any claims by the Bidder for adjustment under this clause must be asserted within 30 (Thirty) days from the date of knowledge of Purchaser's change order by the Bidder.	Price is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX, thus, in case of any changes to any of the component or services, bidder should be entitled to revise the price and we request the Bank to amend this clause accordingly.	No change
116	56	15.7	If there is a difference of opinion between the Bidder and Purchaser whether a particular work or part of the work constitutes a change order or not, the decision of the Purchaser shall be final, conclusive and binding on the Bidder.	In case of any difference of opinion on the part of the Bidder in comprehending or interpreting any clause / provision of the Bid Document after submission of the Bid, such issued will be resolved by the parties as per the dispute resolution process under the RFP.	No change
117	56	16.1	No variation in or modification of the terms of the Contract shall be made, except by prior written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties. The Successful Bidder, however, agrees it shall be bound to amend the Contract, if so required by IDBI Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment / modification etc. in the Reserve Bank of India Act, 1934 / the Banking Regulations Act, 1949 and / or to give effect to any modifications, amendments or fresh guidelines issued/imposed by RBI.	Any amendment to the contract will be done on a mutually agreed terms and condition. Therefore we request you to delete this language: "The Successful Bidder, however, agrees it shall be bound to amend the Contract, if so required by IDBI Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment / modification etc. in the Reserve Bank of India Act, 1934 / the Banking Regulations Act, 1949 and / or to give effect to any modifications, amendments or fresh guidelines issued/imposed by RBI."	No change
118	57	17.2	17.2. If the Vendor fails to deliver any or all of the Service(s) / Systems or perform the Services within the time period(s) specified in the Contract / Agreement / fails to meet the Service Level Requirements, IDBI / Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract / Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.50% per week or part thereof of cost of the contract subject to maximum deduction of 10% of „cost of the contract“ of the delayed Service(s) or unperformed Service(s). However, Bank reserve the right to terminate the contract at any time, if the project is not delivered as per scheduled timelines and Bank will claim entire amount paid to the vendor with simple interest @18% p.a. along with additional 10% of „cost of the contract“, as compensation.	We request the Bank to terminate the Agreement only in the event Bidder commits any material breach and the same is not rectified in 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to amend this clause accordingly. Further, we request the Bank to remove the interest provision.	No change
119	57	17.3.2	IDBI / the Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Vendor in its hands (which includes IDBI's / the Purchaser's right to claim such amount against Vendor's Bank Guarantee) or which may become due to the Vendor. Any such recovery or liquidated damages shall not in any way relieve the Vendor from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract / Agreement.	Bidder agrees to bind by the SLAs and penalties mutually agreed between the parties. However, any such penalties should be deducted by the Bank from the amount payable under this contract as per the terms of the contract. Bank should not deduct or settle the penalty or any other amount from this contract from any other contract.	No change
120	57	18.1	Delivery, Installation & Maintenance of the equipment shall be made by the Successful Bidder strictly in accordance with the scope of work prescribed by the Bank. Time is of the essence of Contract.	The Bank has already defined the timelines for the delivery of the solution to the Bank along with the penalties for any delay in delivery by the bidder. We request you to delete the language "Time is the essence of the contract."	No change
121	57	18.4.	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	We request the Bank to terminate the Agreement only in the event Bidder commits any material breach and the same is not rectified in 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to amend this clause accordingly.	No change

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
122	58	19.3.	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 agrees to continue the services under the contract provided Bank fulfill its obligation of payment for the undisputed amount as per the term of the contract.	No change
123	60	21.8.	The Bidder fail to submit returns/pay taxes in times as stipulated under the Income -tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/ Bidder.	As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, Bidder requests the Bank to restrict indemnity to 3rd party claim of IP infringement to the extent same is made against the a party ("Indemnitee") due to such party use of other party ("Indemnitor") services. Indemnitee agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Indemnitee provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the indemnitor to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the services and if none of these options are available, Indemnitor shall be entitled to take the infringing services back and refund Indemnitee advance service fee if any paid by the Indemnitee. These are the sole remedy of Indemnitee for any IP infringement claim.	No change
124	61	25	25.1. In case the Bidder has any other business relationship with Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business. 25.2. In case the Bidder has any claim, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business. 25.3. However, IDBI Bank shall have such rights against the successful Bidder up to maximum of 100% of the contact value.	We request to make this clause 25.1 and 25.2 mutual. Further, we request to delete clause 25.3.	No change
125	61	27.1	Bidder shall comply with the provision of all laws including labor and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labor and industrial laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws. The Bidder shall indemnify and keep indemnified and hold harmless the Purchaser for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.	While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly. Further, we request you to delete the indemnity provision as the bank has other remedy available under the contract.	No change
126	61	28.1	During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-ala customs, foreign exchange, etc., and shall keep Purchaser indemnified in this regard.	While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly. Further, we request you to delete the indemnity provision as the bank has other remedy available under the contract.	No change
127	62	30.3	The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.	Price is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX, thus, in case of any changes to any of the component or services, bidder should be entitled to revise the price and we request the Bank to amend this clause accordingly.	No change

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
128	63	31.6	The Bidder shall ensure that the equipment / application / software being supplied shall be free from malicious code (Viruses, Trojan, Spyware etc.) and shall be liable for any loss (information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the Bank arising due to activation of any such embedded malware / malicious code. The Bidder shall further supply a certificate to the Bank in the form Appended herewith.	Bidder will ensure that the solution should not have any malware while deployment into the Bank's network. It is Bank's obligation to protect its network and subnetworks, effectively against unauthorized access, malware, malicious code and other threats. Bidder shall not be liable for any loss suffered by the bank due to information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the Bank arising due to activation of any such embedded malware / malicious code. thus we request the Bank to kindly delete this clause.	No change
129	63	31.7	The Bidder shall ensure that subsequent patch, hot fixes and upgrades are also free from malicious code.	Bidder will ensure that the solution should not have any malware while deployment into the Bank's network. It is Bank's obligation to protect its network and subnetworks, effectively against unauthorized access, malware, malicious code and other threats. Bidder shall not be liable for any loss suffered by the bank due to information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the Bank arising due to activation of any such embedded malware / malicious code. thus we request the Bank to kindly delete this clause.	No change
130	66	33.18.	That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto.	Bidder agrees to indemnify the Bank for any third party proven claims for the IP breach. It's not feasible to provide any such warranty. Therefore, we request the bank to delete this clause.	No change
131	70	38	TERMINATION	As Price of any solution is based on multiple factors like term of the Agreement, Warranty and AMC, taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, penalty, LD, FOREX, thus, we request the Bank to terminate the Agreement only in the event Bidder defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to amend this clause accordingly. Bidder agrees, at an additional cost to Bank, to provide support during the transit period in case any exercise of right to exit/terminate due to bidder's material breach of the contract .	No change
132	71	38.1(c)	c. Termination for Convenience: Notwithstanding the provisions of the Contract and/or the Bid Documents, the Purchaser at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 30 days' notice sent to the Bidder, 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 Purchaser's convenience, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.	As Price of any solution is based on multiple factors like term of the Agreement, Warranty and AMC, taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, penalty, LD, FOREX, thus, we request the Bank to terminate the Agreement only in the event Bidder defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to amend this clause accordingly. Bidder agrees, at an additional cost to Bank, to provide support during the transit period in case any exercise of right to exit/terminate due to bidder's material breach of the contract .	No change

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
133	72	41	The Contract cannot be transferred or assigned by the Bidder without the prior written approval of the Purchaser.	We request the Bank to modify the assignment clause as: <i>"Neither Party shall assign or transfer all or any of its rights, benefits, or obligations under this Agreement without prior consent to the other party, which may not be unreasonably withheld. The restriction under this clause shall not apply to any assignment by the Bidder of its rights, obligations, and benefits under this Agreement in part or whole to any of its (i) a purchaser of or successor; or (ii) an affiliate of the Bidder. "</i>	No change
134	72	45.1.	The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works, Services/Systems are finally accepted.	We request the Bank to delete this language.	No change
135	73	49	a) Bidder's aggregate liability shall be subject to an overall limit of 100% of the Total Project Cost for the Contract period. b) The limits specified in this Sub-Clause (a) shall not apply to the Indemnity furnished by the Bidder in favour of Purchaser in terms of Clause 7 under Section 2 of the RFP. c) 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 may be entitled to damages, if any, from Bidder on account of this. In no event the Bank shall 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 software delivered hereunder.	We request Bank to consider revised clause as specified below: "EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER OR RELATED TO THE AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE FEES ACTUALLY PAID BY BANK TO Bidder UNDER THE AGREEMENT DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION UNDER THE AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (i) LOST REVENUES; (ii) LOST PROFITS; (iii) LOSS OF BUSINESS; (iv) TRADING LOSSES; (v) INACCURATE DISTRIBUTIONS; OR (vi) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM BANK'S USE OF THE SOLUTION PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THE AGREEMENT OR ANY TERMINATION OF THE AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. THE LIMITATIONS AND EXCLUSIONS SET FORTH SHALL NOT APPLY TO: (i) DAMAGES CAUSED BY EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT; (ii) A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO THAT PARTY'S NEGLIGENCE; (iii) BREACHES OF THE SCOPE OF USE; (iv) BANK'S OBLIGATION TO PAY FEES HEREUNDER AND DAMAGES ARISING FROM IMPROPER TERMINATION OF A SOLUTION, ORDER OR SOW BY BANK; OR (v) A PARTY'S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH A LIMITATION OR EXCLUSION OF SUCH DAMAGES IS NOT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH DO NOT APPLY TO CLAIMS FOR WHICH INDEMNIFICATION IS PROPOSED BY BIDDER IN THE PRE BID QUERIES."	No change
136	75	1. TECHNICAL BID FORM (ANNEXURE-1)	After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, absolutely, unconditionally and irrevocably offer for Procurement of Software Solution for Cash Management Services (CMS) for IDBI Branches in conformity with the said Bid Documents. If our Bid is accepted, we agree and undertake that, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.	The terms of the agreement will be mutually discussed and agreed between the parties.	No change

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
137	80	4. UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP (ANNEXURE – 4)	This is to confirm that we absolutely & unconditionally accept all the terms and conditions (including scope of work) as mentioned in various parts of the said RFP/Bid Document floated by IDBI Bank Limited regarding RFP for Procurement of Software Solution for Cash Management Services (CMS).	The terms of the agreement will be mutually discussed and agreed between the parties.	No change
138	81	5. SELF DECLARATIONS (ANNEXURE – 5)	We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP. iii. We do not have any business relationship with IDBI Bank including its directors and officers which may result in any conflict of interest between us and IDBI Bank. We shall on occurrence of any such event immediately inform the concerned authorities of the same iv. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP. v. We declare and confirm that on award of the Contract, we shall not make any request for modifications in the prescribed formats of legal documents.	The terms of the agreement will be mutually discussed and agreed between the parties.	No change
139	81	5. SELF DECLARATIONS (ANNEXURE – 5)	viii. There are no vigilance and /or court cases pending against us /company and no inquiry or investigation pending against us from any statutory regulatory and /or investigation agency.	This is practically not possible. For a multinational organisation, there will usually be multiple litigations matters. Request the bank to change this language as: viii. There are no vigilance and /or court cases pending against us /company and no inquiry or investigation pending against us from any statutory regulatory and /or investigation agency which may lead to solvency of the company	No change
140	83	MANUFACTURERS AUTHORIZATION FROM OEM (ANNEXURE – 6)	MANUFACTURERS AUTHORIZATION FROM OEM (ANNEXURE – 6)	This format will not be applicable if the bidder itself is the OEM of the solution. Request the bank to accept a Self-Declaration for Ownership of the solution instead of a a Manufacturers Authorization	No change
141	84	7. CONTRACT FORM (ANNEXURE – 7)	a. The parties hereto by way of abundant precaution do hereby agree, admit & declare that all the contractor's representations, warranties & undertakings recorded in the RFP shall be deemed to be incorporated and adopted herein by reference to constitute and form an integral part of this contract form. b. Each of the representations, warranties and undertakings of the contractor contained in the RFP shall be deemed to have been made as of the date hereof. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.	The contract will be negotiated between the parties on the mutually agreed terms and conditions.	No change

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
142	93	10. DEED OF INDEMNITY (ANNEXURE – 10)	10. DEED OF INDEMNITY (ANNEXURE – 10)	As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, Bidder requests the Bank to restrict indemnity to 3rd party claim of IP infringement to the extent same is made against the a party ("Indemnitee") due to such party use of other party ("Indemnitor") services. Indemnitee agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Indemnitee provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the indemnitor to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the services and if none of these options are available, Indemnitor shall be entitled to take the infringing services back and refund Indemnitee advance service fee if any paid by the Indemnitee. These are the sole remedy of Indemnitee for any IP infringement claim.	No change
143	93	10. DEED OF INDEMNITY (ANNEXURE – 10)	Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the Bank.	We request the Bank to modify the assignment clause as: <i>"Neither Party shall assign or transfer all or any of its rights, benefits, or obligations under this Agreement without prior consent to the other party, which may not be unreasonably withheld. The restriction under this clause shall not apply to any assignment by the Bidder of its rights, obligations, and benefits under this Agreement in part or whole to any of its (i) a purchaser of or successor; or (ii) an affiliate of the Bidder. "</i>	No change
144	99	4	Legal Entity Identifier feature required identification and recording of high value transactions, in view of RBI Guidelines	This requirement is not clear and request bank to provide more clarification	It is a functional requirement, wherein as per RBI guidelines, Banks remitting or receiving transaction of Rs.50 Cr and above are required to capture LEI number of the entity. The system should be able to capture the same and generate requisite report for onward submission to Regulatory authorities.
145	100	6	System should facilitate Message Broadcasting. Message broadcasting to clients should be parameterized at Corporation code wise, Client wise and User wise.	we assumed the message broadcasting over SMS and email alerts. Please confirm	In addition to SMS and Email Alerts, display of message at the time of login of front end.
146	103	12	The system should integrate client ERP in a seamless manner through host to host/API connectivity. It should be also capable of extracting the data from client ERP (SAP/Oracle) in their ERP specific format.	This is open ended requirement . We suggest bank to modify this as "Vendor application should provide standard H2H/API interface for client ERP to integrated with system". "In case vendor to provide customise interface to each client ERM that can be provided based on mutual agreed cost & effort, after reviewing each client interface specs"	The system should be integratable with most of the existing industry standard applications, such as SAP / Oracle etc. Any specific requirement can be handled differently by way of CR.
147	103	14	Customized APIs to integrate with Bank's other internal systems.	Assuming the scope is limited to only the system mentioned as part of RFP , any future system interface can be provided at mutually agreed rate after discussion with bank and understanding respective interface requirement and specification.	Bank will share the details of existing systems with successful bidder, the integration shall be required which has to be configured using customized APIs
148	105	2	Master Copy Facility	Request the bank to elaborate the requirement with business use case	Master copy to used a template for another customer

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
149	105	4	Day Arrangements settings	Request the bank to elaborate the requirement with business use case	Passing of credit for the cash and cheque clearing to the client on a particular day.
150	106	14	Document upload/ download/ deletion options (master setup related documents at various levels)	Need more understanding on the type of documents that will be uploaded as part of master setup. Where bank expect to store such document with application DB or banks DMS system	copy of agreement and other related documents to be stored in Application DB
151	106	22	Dispatch Allocation	Request the bank to elaborate the requirement with business use case	Facility to have common destination location for despatching outstation instruments
152	106	24	Corrbank Withdrawal	Request the bank to elaborate the requirement with business use case	Manual inputting of accounting process for entering receipt of funds from outstation.
153	106	13	Correspondent Bank Setup	Request the bank to elaborate the requirement with business use case	Setting of tie up with other Banks for cash/cheque desposits with them
154	109	59	Flexible Consolidation i.e. Consolidated / Net-off / Instrument / Deposit / Pickup Location	Request the bank to elaborate the requirement with business use case	Debits/Credits details to the clients as per their requirement i.e. entry-wise , instrument-wise , location-wise debits/c redits, or net debit/c redit, etc.
155	112	48	Additional option which can be customized by Bank	Need more clarification on this requirement , what are the additional options that bank are envisage, please elaborate with business use cases	This pertains to pricing to be set in the system. In addition to various options as suggested at point No. 47
156	113	64	System should provide Web based support, App based support on Android, IOS OS, on handheld devices and Mobile Phones.	Need clarification whether bank is looking for extended mobile optimized microsite that can run on android and IOS mobile or dedicated mobile app with limited features only (like view and authorise)	Both extended mobile optimized microsite that can run on android and IOS mobile or dedicated mobile app with limited features only (like view and authorise)
157	114	75	Automated process for uploading of cheque series and Data in Finacle.	assuming bulk upload file to push to Finacle . Please clarify	Details of instruments from CMS system to Finacle and vice versa to be uploaded automatically for clearing and status updation in CMS system.
158	114	77	Deleting / Skipping of Printing entries from frontend at the time of EOD.	Request the bank to elaborate the requirement with business use case	Any pending activity needs to be rescheduled by the system next working day.
159	114	78	Product cut off time for liquidation / Cancellation / Stop payment in TCI.	Request the bank to elaborate the requirement with business use case	Any pending activity needs to be rescheduled by the system next working day and pop up should be displayed on the screen of the User or system may sent a mail to user for such reschedulement..

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
160	122	14. INFORMATION SECURITY CERTIFICATE (ANNEXURE – 14)	Hardware and the software/future upgrades being offered do not contain any kind of malicious code such as Viruses, Trojan, Spyware that would: (a) Obstruct the desired and the designed function of hardware. (b) Cause physical damage to the user or their equipment during the usage of the equipment. (c) Tap the information regarding network, users and information stored on the network of the Bank or in its CBS Platform or otherwise. (d) Culminate into software attack, theft of intellectual property rights, identity theft, theft of equipment or information, sabotage & information extortion;	Bidder will ensure that the solution should not have any malware while deployment into the Bank's network. It is Bank's obligation to protect its network and subnetworks, effectively against unauthorized access, malware, malicious code and other threats. Bidder shall not be liable for any loss suffered by the bank due to information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the Bank arising due to activation of any such embedded malware / malicious code. thus we request the Bank to kindly delete this clause.	No change
161	122	14. INFORMATION SECURITY CERTIFICATE (ANNEXURE – 14)	We undertake to be liable in case of any loss that may be caused to the Purchaser due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information, loss of reputation and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware / software supplied.	Bidder agrees to give an indemnity for any third party IP claims. We request you to delete this clause. Further, the bidder shall not be held liable for physical damage, loss of information, loss of reputation and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware / software supplied. Bidder will ensure that the solution should not have any malware while deployment into the Bank's network. It is Bank's obligation to protect its network and subnetworks, effectively against unauthorized access, malware, malicious code and other threats. Bidder shall not be liable for any loss suffered by the bank due to information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the Bank arising due to activation of any such embedded malware / malicious code. thus we request the Bank to kindly delete this clause.	No change
162	124	ELIGIBILITY CRITERIA COMPLAINT SHEET (ANNEXURE – 16) 3.	Bidder should have positive net worth in the last three financial years that is 2016-17, 2017-18 and 2018-19 as per audited Financial statements	Request the bank to change this clause as: Bidder should have positive net worth in any two of the last three financial years that is 2016-17, 2017-18 and 2018-19 as per audited Financial statements.	No change
163	124	ELIGIBILITY CRITERIA COMPLAINT SHEET (ANNEXURE – 16) 4.	The Bidder in last 5 years should have successfully implemented and is currently supporting the offered solution for at least two of the modules* in one or more PSU / Private Bank in India having a business mix of Rs.50,000 Crore and above. (Bidder should submit proof for the above). * The two implemented Modules counted for the eligibility purpose can only be either 1) Payments or any one of 2. a) Collections or 2. b) Dividend	Bidder is a multi-national organization having multiple implementations across the world and would request the bank to consider our global implementation experience. Request the bank to change this clause as: The Bidder in last 5 years should have successfully implemented and is currently supporting the offered solution for at least two of the modules* in one or more PSU / Private Bank globally having a business mix of Rs.50,000 Crore and above. (Bidder should submit proof for the above). * The two implemented Modules counted for the eligibility purpose can only be either 1) Payments or any one of 2. a) Collections or 2. b) Dividend	No change
164	124	ELIGIBILITY CRITERIA COMPLAINT SHEET (ANNEXURE – 16) 4.	The Bidder in last 5 years should have successfully implemented and is currently supporting the offered solution for at least two of the modules* in one or more PSU / Private Bank in India having a business mix of Rs.50,000 Crore and above. (Bidder should submit proof for the above). * The two implemented Modules counted for the eligibility purpose can only be either 1) Payments or any one of 2. a) Collections or 2. b) Dividend	Request the bank to accept any of the below documents as proof of implementation: 1) copy of PO or 2) Accepted work order, or 3) Client reference letter	Required documents are Copy of Accepted Work order and self-certification.

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
165	124	ELIGIBILITY CRITERIA COMPLAINT SHEET (ANNEXURE – 16) 6.	Bidder should be Original Equipment Manufacturer (OEM) / System Integrator (SI) / Application / Service Providers or their Authorised dealer / representative. The authorised dealer should submit Manufacturers Authorisation Certificate/Form (MAF). Authorisation Form signed by the OEM authorising dealer.	Request the bank to accept a Self-Declaration for Ownership of the solution instead of a Manufacturers Authorization in case the bidder itself is the OEM of the proposed solution.	No change
166	125	ELIGIBILITY CRITERIA COMPLAINT SHEET (ANNEXURE – 16) 10.	Proposed version of the software/solution should have been implemented and live for last 3 months in at least 1 Banking / financial institution / PSU / Government Organisation	Our understanding is that Bidder can provide Global Implementation experience as reference. Please confirm. Also, request the bank to accept any of the below documents as proof of implementation: 1) copy of PO or 2) Accepted work order, or 3) Client reference letter	No change
167	133	7	Fall Clause 7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or BFS&I sector / PSU or any other Bank and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a BFS&I sector / PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.	Proposed fee is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX etc. and unless all these factors are considered, Bidder will not be able to offer the service fee, it is offering or has offered to any other bank. We request the Bank to delete this clause.	No change
168	NA	NA	General Query	We presume, Bank will provide the required infrastructure, network and security controls according to applicable Bank's IS policies, regulatory requirements, etc as applicable. kindly confirm	As per the requirement of bank from time to time. All the infrastructure, network and security controls will be provided by bank. Bidder has to take care of the Application level network / security controls.
169	NA	NA	General Query	Our Understanding is bidder has to adhere to Bank's existing SOP policies and procedures to build up the setup. Any regulatory audit & certification are out of scope of this RFP.	Please clarify more.
170	110	Eligibility Criteria. Point No 2	Bidder should have minimum annual turnover of Rs.100 crores each during the last three financial years that is 2016-17, 2017-18 and 2018-19 as per audited financial statements. This must be individual company and not of any group of companies	Bidder should have minimum annual turnover of Rs.500 crores each during the last three financial years that is 2016-17, 2017-18 and 2018-19 as per audited financial statements. This must be individual company and not of any group of companies. This will help the Bank to have a quality product.	Clause is very clear, it is for individual company.
171		Eligibility Criteria. Point No 5	The Bidder/ OEM should have a valid ISO 9001 and ISO 27001 certificate.	Request the Bank to change the clause to The Bidder/ OEM should have a valid ISO 9001 or ISO 27001 certificate or a CMMI Level 5 Certificate.	No change

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
172		Eligibility Criteria. Point No 17	Bidder / application / software solution should have the transaction processing capability of minimum 36 Lakhs Payment Transactions per day and 5 lakhs Collection Transactions per day . It should be supported by documentary proofs stating that the Bidder application /software solution is handling /has handled such volumes in the last 2 years.	Request the Bank to remove/am mend the clause as Banks where the solution is implemented are of a view that this data is confidential in nature for the business unit so are unable to provide us any such declarations on their letterhead. Request the Bank to consider taking a self declaration from the Bidder that the solution is scalable to meet the requirements.	No change
173	9	Security Deposit	The Bank will retain 10% of the Total cost of Implementation and other cost [as quoted in Commercial Bid Form Annexure II , part (b)+(c)+(d)] as security towards satisfactory performance (as mentioned in Payment terms clause 11), which shall be released post 1 year of Go-Live.	Request the Bank remove this clause and have one PBG of 10% for the entire contract period covering implementation and support	No change
174	9	Security Deposit	The successful vendor may enter into Annual Maintenance contract with Bank after completion of the warranty period. The AMC period for the CMS solution is 6 yrs and vendor has to submit the 10% PBG of the total cost of AMC amount and should valid for 7 yrs (6 yrs AMC + 1 yr. claim period)	Request the Bank remove this clause and have one PBG of 10% for the entire contract period covering implementation and support	No change
175	49	Payment Terms	<p>License Cost 1. After delivery, configuration and successful installation of software solution 30% 2. After successful UAT of Payments module 15% 3. After successful completion of UAT of Collections module 15% 4. After Go Live of Balanced modules 10% 5. After successful Go Live of Payments module 15% 6. After successful Go Live of Collections module 10% 7. After successful Go Live of Balance module 15%</p> <p>Implementation and other misc cost such as Training, Migration etc. 1. After delivery, configuration, successful installation and deployment of software solution 10% 2. After successful completion of UAT of Payments Module 25% 3. After successful completion of Go Live of Payments Module 10% 4. After successful completion of UAT of Collections Module 15% 5. After successful completion of Go Live of Collections Module 10% 6. After successful completion of UAT of Balance Modules 10% 7. After successful completion of Go Live of Balance Module 10% 8. Post Expiry of One yr warranty period 10%</p>	<p>Please consider the following payment terms:</p> <p>License Fee - 50% Along with Purchase Order Balance 50% Due On Delivery , configuration and successful installation of software solution</p> <p>Implementation Fee - 20% on Purchase Order, 20% on completion of product walkthrough, 20% on implementation of Payments module, 15% on implementation of Collections module, 15% on implementations of Balance modules, 5% upon UAT Completion, 5% on Go-Live</p> <p>Taxes and Statutory Levies - Actuals</p>	No change
176	13	Data Migration	The Bidder shall be responsible for data migration from existing system of the Bank to the new system in a seamless way and also the reconciliation of data tables including General Ledgers while migration from existing CMS system of the Bank to the new CMS system.	Kindly share the data size of the migration data and also please confirm the scope of migration. Data to be provided by the Bank/Vendor in Excel format in the template that will be shared with the Bank before commencing of this activity.	IP DBNAME SIZE(GB) Disbursement 3187 Collection 1153 Archival 3100 Dividend 50 Database size is as on 12-Feb-2021.
177		Data Migration	The Bidder shall be responsible for migration of all existing reports, standard as well as customized of existing clients.	Kindly share the numbr of existing reports to be migrated.	Refer to clause 9 related to Data Migration for more clarity.
178	23	Penalty		We propose Penalty clauses to be reviewed and agreed mutually.	No change
179		Termination of Contract		Request bank to kindly amend the clauses to include the delay which is 'solely' attributable to the bidder only since there can be delays at the bank's end as well	No change

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
180	66	Termination for Convenience	Notwithstanding the provisions of the Contract and/or the Bid Documents, the Purchaser at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 30 days' notice sent to the Bidder, 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 Purchaser's convenience, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.	Termination of convenience has to be with necessary protection on goods and services delivered. We propose minimum 90 days notice and that all fees for Software and Services shall become due and payable and any fees already paid shall be deemed to be non refundable or Request the bank to please consider removal of Termination of convenience or to be open for vendor compensation during termination for convenience	No change
181	69	LIMITATION OF LIABILITY	Bidder's aggregate liability shall be subject to an overall limit of 100% of the Total Project Cost for the Contract period.	We propose to place the liability limited to the amount of the fees received by Intellect for each transaction for the Licensed Software and for the Maintenance Services. The liability may please be limited to the Maintenance Fees paid in the year in which the loss or damage arose.	No change
182	53	LIQUIDATED DAMAGES	If the Vendor fails to deliver any or all of the Service(s) / Systems or perform the Services within the time period(s) specified in the Contract / Agreement / fails to meet the Service Level Requirements, IDBI / Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract / Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.50% per week or part thereof of cost of the contract subject to maximum deduction of 10% of 'cost of the contract' of the delayed Service(s) or unperformed Service(s). However, Bank reserve the right to terminate the contract at any time, if the project is not delivered as per scheduled timelines and Bank will claim entire amount paid to the vendor with simple interest @18% p.a. along with additional 10% of 'cost of the contract', as compensation.	We propose LD with a caveat for delays solely caused by bidders failure to meet the milestone of 0.5% per week up to a maximum of 5% of the Services Fees for the milestone in delay. LD's shall only apply for implementations and customization fees not total fees for solution	No change
183	76	Unconditional Acceptance of Terms and Conditions	Annexure 4	We request bank to modify this clause from Unconditional acceptance - to acceptance of terms and conditions to be mutually agreed.	No change
184	8	Bid Submission	Last Date for Bid Submission 17/04/21	We request the bank to kindly extend the submission date by at least two to three weeks so that we can submit a thorough and detailed Bid proposal.	No change
185	22	5.14	UPI Payments--	Is the requirement about the standard UPI Payment or anything in specific? Need more information	Standard UPI Payment
186	22		Interactive Dashboard with report query tools	Need more information	Dashboard for Corporates required for query/report download / MIS with graphical view
187			46. Additional option which can be customized by Bank	Need more information	As indicated above
188			9.) Alert or Report to be generated/ scheduled of all the accounts where 7 years to be completed from date of first credit	What is the logic of 7 Years? Need more information	It is related to Dividend accounts, as per SEBI Guidelines
189			12) Uploading and processing of single file containing Cancellation /Reissuance/Stop Pay apart from existing	Are you referring to a single file which contain Cancellation / Reissue / Stop pay? Need more information	Yes
190	96		8) System should provide Manual option for Temporary Stop and Start process of selected Product code	Which product are we referring in this point? Need more information	System should allow temporary stop/start (disable/enable) a particular product code against all clients/locations (branches) or any particular client/location (branch)

Reply to the Pre Bid Queries, Pre Bid Meeting dated April 08, 2021
 REQUEST FOR PROPOSAL [RFP] For Procurement of Software Solution for Cash Management Services (CMS)
 (REF No: IDBI Bank/ITD/VMG/RFP/2020-21/050 Dated 28th March 2021)

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
191	97	2	Master Copy Facility	Is expectation is Master Template Maintenance? Need More Information	Yes, Master copy to use a template for another customer
192	97	9	Temporary disabling option of clients to stop any fresh booking, other activity should be allowed, like liquidation of open entry, charge recover (if any).	Only the New Collection Booking to be Disabled ? Is this required product wise or for all product?	System should not allow any fresh booking for a particular client if it is temporary disabled by super user of the system. It should be client wise for any particular product and for all products.
193	98	28	Schedule Liquidation :- Manual Inputting	Need more information	Marking paid status in the system
194	99	45	Voucher Checking reports	Are we referring to Accounting? Need more information	Branch should get the daily report of the entries done by the branch on last working day so that transactions can be checked at branch level.
195	99	46	Manual entry reports	Need more information	System should allow the reports of the manual entry .i.e correction entry done by the centralized team against the wrong entries made by the branch due to wrong client input, wrong amount input, etc.
196	99	51	Hand off file for income distribution to respective branch income accounts with GST	Should this be an additional information in Charges Report for Bank?	Charges levied to clients by CMS software should directly hit the clients account, income account and GST account in bank's CBS. System should calculate the charge, income and GST on the basis of data inputted.
197	105	1	System should facilitate recording, retrieval, MIS and dashboard view of data related to E-NACH and Physical NACH, Direct Debit Mandates registered.	Requirement is for Reporting or for Reconciliation? Require more details for this Lineitem.	Recording, Retrieval and MIS all
198	106	6	System should facilitate Proper posting of transactions in case of change in client account or client branch.	Need more information	System should properly process the entry in case of change in account of any client or branch.
199	24	6.2	The Bidder shall be required to provide all future updates and upgrades for the proposed software free of cost during contract period. If however, the upgrades/updates is not available then the support for the implemented solution should be available at any point of time	Implementation cost will be factored for any Technical Upgrade.	No such clause in RFP
200	27	9	MIGRATION	What is the scope of Migration. Customer Reference Data, Transactional data	Scope already detailed in RFP
201	14	5.1	Proposed system should have the transaction processing capability of minimum 36 Lakhs Payment Transactions per day and 5 lakhs Collections / VAS Transactions per day.	Request bank to provide a breakup of the Number of Payment transaction product-wise. Eg. Payments - NEFT, RTGS wise etc.... Collections - Cash/Chq Txn, Direct Debit, Inward E-Coll wise etc...	Break up not possible

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
202	1	11	5.1/General/Bidder has to supply, install and configure all the required software other than related to application server, OS and Database for the successful implementation of the proposed solution at both DC & DR sites at CBD Belapur and Chennai respectively, of the Bank and renewal thereafter on mutual agreement from time to time.	<p>We assume that the Core/Distribution Switches, Firewalls, Application Firewall, Load Balancer's, WAN devices along with the new Infrastructure/System like server , storage , SAN switch , Virtualization tool will be provided by the bank. ? Please confirm</p>	<p>Normally Hardware, Database and OS will be provided by bank. Any other third party software/utility required for running the software solution, with all required licenses should be provided by the Bidder.</p> <p>If bidder is unable to provide any other software/utility required for running the solution , bidder should provide the cost break-up of each software and can recommend the vendor of their choice</p>
				<p>We assume that the Bank will provide the monitoring/patching/sever automation/HIPS/Antivirus tools/Disaster Recovery mangement (DRM)Tool for the new server environment ? Please confirm</p>	<p>Normally Hardware, Database and OS will be provided by bank. Any other third party software/utility required for running the software solution, with all required licenses should be provided by the Bidder.</p> <p>If bidder is unable to provide any other software/utility required for running the solution , bidder should provide the cost break-up of each software and can recommend the vendor of their choice</p>
				<p>We assume that Backup Server /software along with the Tape drive/Tape Media will be provided by the bank for the server environment?please confirm.</p>	<p>Normally Hardware, Database and OS will be provided by bank. Any other third party software/utility required for running the software solution, with all required licenses should be provided by the Bidder.</p> <p>If bidder is unable to provide any other software/utility required for running the solution , bidder should provide the cost break-up of each software and can recommend the vendor of their choice</p>

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
				Can Bidder assume that Bank will provide oracle components like oracle database, oracle diagnostic pack, Oracle Partitioning, Oracle RAC & Oracler Weblogic as part of DB and Application server . Please confirm	Normally Hardware, Database and OS will be provided by bank. Any other third party software/utility required for running the software solution, with all required licenses should be provided by the Bidder. If bidder is unable to provide any other software/utility required for running the solution , bidder should provide the cost break-up of each software and can recommend the vendor of their choice
203	2	14	5.1/General/ Proposed system should have the transaction processing capability of minimum 36 Lakhs Payment Transactions per day and 5 lakhs Collections /VAS transaction per day	Please provide the name of country for which the following data is going to be provided and provide separate data for each country.	International payment feature not required
				Can the various country data be hosted on same physical servers or do we need to have separate physical setup for each country	International payment feature not required
				Total corporate users across all the modules connecting through Internet.	Will be shared at the time of information gathering stage.
				Total Concurrent users across all the modules connecting through Internet.	Already given in RFP
				Total Back Office users across all the modules.	Will be shared at the time of information gathering stage.
				Total Concurrent Back Office users across all the modules.	Will be shared at the time of information gathering stage
				Total Customers / Accounts	Already given in RFP
				Total Online (during banks business hours) Sweeps transactions per day. (This includes the transactions that are originating from all the channels e.g file upload , Web services)	Will be shared at the time of information gathering stage.
				Total Peak Online (during banks business hours) Sweeps transactions per day. (This includes the transactions that are originating from all the channels e.g file upload , Web services)	Will be shared at the time of information gathering stage.
				Total Batch Sweeps transactions per day. (During the EOD)	Will be shared at the time of information gathering stage.
				Online (during banks business hours) Pooling transactions per day. (This includes the transactions that are originating from all the channels e.g file upload , Web services)	Will be shared at the time of information gathering stage.
				Peak Online (during banks business hours) Pooling transactions per day. (This includes the transactions that are originating from all the channels e.g file upload , Web services)	Will be shared at the time of information gathering stage.
				Total Batch Pooling transactions per day. (During the EOD)	Will be shared at the time of information gathering stage.
				Number of Supply chain finance users (Total / concurrent)	Supply chain feature not required
				Number of Supply chain finance transactions on a daily basis (Average / Peak)	NA
				Number of Trade finance users (Total / concurrent)	NA
				Total Number of Virtual Accounts	Will be shared at the time of information gathering stage.
				Total Number of Transaction for Virtual Accounts.	Will be shared at the time of information gathering stage.
				Concurrent users for Virtual Accounts	Already given in RFP
				Total Online (during banks business hours) Collections and Recievables transactions per day. (This includes the transactions that are originating from all the channels e.g file upload , Web services)	Already given in RFP
				Total Batch Collections and Recievables transactions per day. (During the EOD)	Breakup cannot be provided
				Total number of H2H transaction per day	Breakup cannot be provided

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought	Response
				Payments transactions per day. (This includes the transactions that are originating from all the channels e.g file upload , Web services)	Already given in RFP
				Total Peak Payments transactions per day. (During the EOD)	Already given in RFP
				Batch transactions per day (via File Upload)	Most of the transactions processed are through BULK file upload.
				Peak batch transactions per day (via File Upload)	Already given in RFP
				Average File Size (in KB)	File size 1MB. But file size can vary depending on the transactions grouped in a single file by the customer.
				Average number of transactions per file	Breakup cannot be provided
				What is the typical time window in which the transactions need to be processed (e.g 4 Hrs, 8 Hrs, 24 Hrs). This is to determine the TPS (Transaction Per second) requirements of the solution.	Breakup cannot be provided
				Year on Year Growth Rate	40%
204	3	22	5.12. Disaster Recovery Mechanism/ii) The Bidder needs to submit the technical architecture relating to data replication between primary and secondary site. The Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for the proposed solution should be 30 minutes and 15 minutes respectively.	From an application perspective, the services can be started with in 60 mins. However the switching over of database, DNS re-directions etc (which are outside the application control) may take time depending on the size of database. Typically the RTO requirements are in the range of 2-4 hours. Request the bank to please update the RTO to 120 Minutes.	Database switch over takes maximum 30 minutes. Other application services can be started within 15 minutes on DR servers as per existing system. RTO is 60 minutes. It cannot be exceeded more than this. In case of any issues it can be extended by max 30 minutes.
205	4	22	5.13/Provide Corporate Licenses for Data Centre (DC) setup, Disaster Recovery Site (DRS), Near Disaster Recovery (NDR) and UAT setup for unrestricted use across the organization viz. Branches, Location, clients etc. irrespective of locations or number of users.	Does bidder also need to Include the NDR in Infrastructure sizing, Please confirm. If yes, what should be the configuration of NDR. 100% of DC or without compute.	If near DR is setup, then it would be 100% of DC.
206	5	24	5.15 /Hardware Requirements/ii) Hardware sizing to be provided for all types of operating systems available in the market.	Sizing for all type of Operating system is a Open end request. Please let us know the specific Operating system bank is looking for or Can we provide the sizing in standard x86 Linux based system. Please confirm	Sizing to be provide for below operating systems: 1. IBM AIX latest version 2. Linux on VMWARE / without VMWARE Linux provided by RHEL / Oracle Linux 3. Other operating systems which application vendor supports