

Responses to the Pre bid queries to the "RFP for Procurement of Solution and Services for Bharat Bill Payment System (BBPS) Implementation"

RFP Ref: SBI/GITC/CGM(C&O)INB&CMP/2019/597 dated 04.05.2019

Note: The responses mentioned herein are for understanding purpose only and the Bank will not entertain any disputes based on this responses. Bidders should refer Corrigendums for actual changes with respect to the published RFP.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Comments
1	Page 43	Part II (SCHEDULE OF EVENTS) Point 13	Performance Bank Guarantee, 20% of Project Cost the Validity 69 months period from the date of purchase order	Requesting the bank to consider Performance Bank guarantee of 10% of Project cost validity 50 months from the date of purchase	Performance Bank Guarantee: 15% of Project Cost Validity 69 months from the date of purchase order
2	Page 44	Part II (SCHEDULE OF EVENTS) Point 17	<p>Terms of payment Implementation Cost:</p> <p>1. After successful completion of Phase-I (As defined below), 60% of Implementation cost will be released within 30 days of receipt of invoice.</p> <p>2. After successful completion of Phase-II (As defined below), remaining 40 % of Implementation cost will be released within 30 days of receipt of invoice.</p> <p>2. Operational and Development cost for 5 years: Invoices will be paid quarterly in arrears within 30 days after receipt of invoices.</p>	<p>Requesting the Bank to consider the below time line for commercial. After successful completion of Phase-I (As defined below), 75% of Implementation cost will be released within 30 days of receipt of invoice.</p> <p>2. After successful completion of Phase-II (As defined below), remaining 25 % of Implementation cost will be released within 30 days of receipt of invoice.</p>	<p>Implementation Cost 1.</p> <p>After Supply, Installation, Commissioning and successful Testing of Hardware Security Module (HSM), successful installation certificate to be obtained by the Bidder from the Bank. On submission of the successful installation certificate, 10 % of Implementation cost will be released within 30 days of receipt of invoice.</p> <p>2. After successful completion of Phase-I 50 % of Implementation cost will be released within 30 days of receipt of invoice.</p> <p>3. After successful completion of Phase-II remaining 40 % of Implementation cost will be released within 30 days of receipt of invoice.</p>

3	Page no 50	Bidders criteria Annexure-B	The Bidder must have an average turnover of minimum Rs.25 crore during last three financial year(s) 2015-16, 2016-17, 2017-18.	<p>Requesting the Bank to consider turn over for below financial years</p> <ul style="list-style-type: none"> • 2016-17 • 2017-18 • 2018-19 (Provisional) <p>OR</p> <p>Requesting the Bank to consider minimum Rs.15 crore turn over for financial year 2016 -17 & minimum Rs.25 crore below financial years</p> <ul style="list-style-type: none"> • 2017-18 • 2018-19 	The Bidder must have an average turnover of minimum Rs.15 crore during any three out of 4 financial year(s) 2015-16, 2016-17, 2017-18 or 2018-19
4	Page No 40	Point 54 Part I	54. Tender Fee: 20,000/- Rs. Twenty Thousand Only.The same should be furnished by the Bidders in the form of Demand Draft/ Bankers' Cheque as mentioned in part II. It should be enclosed with Technical Bid. The Bids without tender fee will not be considered valid	Requesting the bidder to consider the Tender fee to 10000	10,000.00

5	Page No 51	Annexure B Point 10	<p>One Client reference and contact detail (email/ landline/ mobile) of customer for whom the Bidder has executed BBPS - BOU Solution (Solution should be running in production). Start and End Date of the Project to be mentioned. (At least 1 client reference are required) Note: a) BOU Client reference should stat number of Billers live (At least 1 Biller has to be Live). b) BOU Client reference should also certify that the bidder is handling more than 10,000 financial transactions per month for last 3 months (The period of 3 months should fall anytime in 2019).</p>	<p>Any of the existing BOU which is in the business for long time will meet the criteria but for a new TSP managing newly supported billers such as govt bodies may not have such transaction count per month. Mindgate has already integrated with Multiple Municipal corporations as part of BOU in Billers side. We already have 5 billers live with us and many in Pipeline. Requesting the bank to omit this clause form the tender.</p>	<p>One Client reference and contact detail (email/ landline/ mobile) of customer for whom the Bidder has executed BBPS - BOU Solution (Solution should be running in production). Start and End Date of the Project to be mentioned. (At least 1 client reference are required) Note: a) BOU Client reference should started number of Billers live (At least 1 Biller has to be Live) and financial transactions has been processing sucessfully.</p>
6	Page No 53	Annexure B Point 14	<p>The Bidder should have experience of minimum 2 years in handling customer complaints with a good track record as on 31 March, 2019.</p>	<p>Wanted to understand the Customer support / complaint process. Will it be through Email or Call as per system per se</p>	<p>Both Email and Call. No changes to the existing Clause in RFP.</p>

7	Page No. 9 AND Page No. 41	Pt. No. 9 Earnest Money Deposit (EMD) AND Pt. No. 12 Part II Schedule of Events	The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of Annexure-G], issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable. AND Validity period from the date of Bid opening - 180 Days	Bidder would like to confirm if a new Demand Draft (DD) has to be submitted as a DD is valid for 90 days.	No change
8	Page No. 41	Pt. No. 13 Performance Bank Guarantee	20% of the Project Cost	The Bidder would request the Bank to kindly modify this clause as " 10% of the Project Cost ".	15% of the Project Cost
9	Page No. 48	Pt. No. 2 Bidder's Eligibility Criteria	The Bidder must have an average turnover of minimum Rs.25 crore during last three financial year(s) 2015-16, 2016-17, 2017-18.	The Bidder would request the Bank to kindly modify the clause as "The Bidder must have an average turnover of minimum Rs.10 crore during last three financial year(s) 2015-16, 2016-17, 2017-18."	The Bidder must have an average turnover of minimum Rs.15 crore during any three out of 4 financial year(s) 2015-16, 2016-17, 2017-18 or 2018-19

10	49	9	Two Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed BBPS - COU Solution (Solution should be running in production).Start and End Date of the Project to be mentioned along with Certificate of completion and user acceptance report. (At least 2 client references are required)	Request bank to consider "Two Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder/OSD/OEM has executed BBPS - COU Solution (Solution should be running in production).Start and End Date of the Project to be mentioned along with Certificate of completion and user acceptance report. (At least 2 client references are required)	No Change in existing clause of the RFP.
11	49	9	Two Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed BBPS - COU Solution (Solution should be running in production).Start and End Date of the Project to be mentioned along with Certificate of completion and user acceptance report. (At least 2 client references are required)	Request bank to consider "Two Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder/OSD/OEM has executed BBPS - COU Solution (Solution should be running in production).Start and End Date of the Project to be mentioned along with Certificate of completion and user acceptance report. (At least 1 client references are required)	No Change in existing clause of the RFP.
12	50	10	One Client reference and contact detail (email/ landline/ mobile) of customer for whom the Bidder has executed BBPS - BOU Solution (Solution should be running in production). Start and End Date of the Project to be mentioned. (At least 1 client reference are required)	Request bank to consider "One Client reference and contact detail (email/ landline/ mobile) of customer for whom the Bidder/OEM/OSD has executed BBPS - BOU Solution (Solution should be running in production). Start and End Date of the Project to be mentioned. (At least 1 client reference are required)".	No Change in existing clause of the RFP.

13	50	12	The Bidder should have experience of minimum 2 years in handling reconciliation and settlement in payment aggregation/Merchant onboarding/BBPS System as on 31 March, 2019.	Request bank to consider " The Bidder/OEM/OSD should have experience of minimum 2 years in handling reconciliation and settlement in payment aggregation/Merchant onboarding/BBPS System as on 31 March, 2019"/	No Change in existing clause of the RFP.
14	51	13	The Bidder should have experience of minimum 2 year in handling Merchant/Biller complaints with a good track record as on 31 March, 2019.	Request Bank to consider "The Bidder/OEM/OSD should have experience of minimum 2 year in handling Merchant/Biller complaints with a good track record as on 31 March, 2019."	No Change in existing clause of the RFP.
15	51	14	The Bidder should have experience of minimum 2 years in handling customer complaints with a good track record as on 31 March, 2019.	Request bank to coonsider," The Bidder/OEM/OSD should have experience of minimum 2 years in handling customer complaints with a good track record as on 31 March, 2019."	No Change in existing clause of the RFP.
16	41	SCHEDULE OF EVENTS	Performance Bank Guarantee - 20% of the Project Cost	Request bank to consider PBG for a value of 10% of project cost as per the standard industry practice.	15% of the Project Cost
17	42	SCHEDULE OF EVENTS	Penalty	Request bank to limit over all penalty to 10% of the contract value	The penalties under various categories shall be up to 20% of the project cost on each occurrence or clause. This excludes actual loss incurred by the Bank. Note: Penalties for Non Compliance for Sr.14 and 15 mentioned in Annexure- J. will be either 20% of the project cost or penalties mention in the clauses, whichever will higher will be applicable.

18	117	ANNEXUR E-J	Penalties for non-compliance - General	Request bank to limit over all penalty to 10% of the contract value	<p>The penalties under various categories shall be up to 20% of the project cost on each occurrence or clause. This excludes actual loss incurred by the Bank.</p> <p>Note: Penalties for Non Compliance for Sr.14 and 15 mentioned in Annexure- J. will be either 20% of the project cost or penalties mention in the clauses, whichever will higher will be applicable.</p>
19	43	Part II	Transition Penalty	BIDDER request to delete this penalty obligaiton.	No changes to the existing Clause in RFP.
20	48	Bidder's Eligibility Criteria	The Bidder should also furnish user acceptance report.	We understand that Bank is okay to accept User Acceptance signoff on mail from customer. Please confirm.	Acceptance report should be ssubmitted on signed letter Head.
21	NA	NA	NA	Considering the complexity of the RFP, request Bank to provide at least 3 weeks for submission from the date of prebid response from Bank.	Please check corrigendum
22	RFP Pg No 34	RFP Clause No 45	45. Termination for Default: i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:	We request bank to cap risk purchase t0 5% of contract value	No Change in existing clause of the RFP.

23	49	Annexure B Bidder's Eligibility Criteria sl no 9	Two Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed BBPS - COU Solution (Solution should be running in production).Start and End Date of the Project to be mentioned along with Certificate of completion and user acceptance report. (At least 2 client references are required)	As BBPS usage/implementation is at nacent /early stage in India , bank can consider reference of 1 COU implemnetation as eligibility criteria.	No change
24	50	Annexure B Bidder's Eligibility Criteria sl no 11	The Bidder should have experience of minimum 2 years in handling Infrastructure deployment and support in India as on 31 March, 2019.	Bidder can be a system integrator and/or OEM of required solution . In such case reference of infrastructure handling and infrastructure support as eligibility may not relevant. Bank can consider rewording the eligibility criteria considering bidder category of SI and/or OEM	No change
25	50	Annexure B Bidder's Eligibility Criteria sl no 12	The Bidder should have experience of minimum 2 years in handling reconciliation and settlement in payment aggregation/Merchant onboarding/BBPS System as on 31 March, 2019.	Bidder can be a system integrator and/or OEM of required solution. Reconciliation facilitation (by providing required data/reports from the solution/system) by bidder is relevant. However reconciliation responsibility lies with the bank with details provision by the required stakeholders/systems . Bank can consider rewording the eligibility criteria considering bidder category and /or specific to BBPS system. Bank can also consider the proof details , self declaration copies may meet the proof in this regard as these information is bidder's confidential to the customer/bank	No change

26	51	Annexure B Bidder's Eligibility Criteria sl no 13 & 14	<p>The Bidder should have experience of minimum 2 year in handling Merchant/Biller complaints with a good track record as on 31 March, 2019.</p> <p>The Bidder should have experience of minimum 2 years in handling customer complaints with a good track record as on 31 March, 2019.</p>	<p>Bidder can be a system integrator and/or OEM of required solution. Complaints handling facilitation (by providing required data/reports from the solution/system) by bidder is relevant. However complaints handling responsibility lies with the bank with details provision by the required stakeholders/systems . Bank can consider rewording the eligibility criteria considering bidder category and /or specific to BBPS system. Bank can also consider the proof details , self declaration copies may meet the proof in this regard as these information is confidential to the bidder's customer/bank</p>	No change
27	41	Part II Schedule of events	Performance bank guarantee - 20% of the project cost	Bank can consider the PBG as 10% of the project cost as per industry practice.	Performance bank guarantee - 15% of the project cost
28	41	Payment Terms	<p>Implementation Cost:</p> <ol style="list-style-type: none"> 1. After successful completion of Phase-I (As defined below), 60 % of Implementation cost will be released within 30 days of receipt of invoice. 2. After successful completion of Phase-II (As defined below), remaining 40 % of Implementation cost will be released within 30 days of receipt of invoice. <p>2. Operational and Development cost for 5 years: Invoices will be paid quarterly in arrears within 30 days after receipt of invoices.</p>	We request bank to release 100% license payment on License delivery and implementation payment to be milestone based.	<p>Implementation Cost:</p> <ol style="list-style-type: none"> 1. After Supply, Installation, Commissioning and successful Testing of Hardware Security Module (HSM), successful installation certificate to be obtained by the Bidder from the Bank. On submission of the successful installation certificate, 10 % of Implementation cost will be released within 30 days of receipt of invoice. 2. After successful completion of Phase-I (As defined below), 50 % of Implementation cost will be released within 30 days of receipt of invoice. 3. After successful completion of Phase-II (As defined below), remaining 40 % of Implementation cost will be released within 30 days of receipt of invoice.

29	55	Annexure C	Compliance and Security requirements	Need to specify Guidelines, Compliance and Security requirements	Kindly refer Page 64 to Page 70 of the RFP for more details.
30	55	Annexure C	Supporting documents will be verified only if the Bidder satisfies minimum criteria laid above	Need List of documents required. Same will be prepared by product team.	Project Implementation plan should cover complete scope mentioned in, <ul style="list-style-type: none"> • Annexure – C: Technical and functional specifications, • Annexure – E: Broad Scope of Work and any where in teh RFP. Supporting documents on individual clauses/requirements with respect to Annexure- C are not required.
31	59	Annexure C: General Requirements	The IOT scope is currently under conceptualization stage and the bidder is expected to provide support for the integration with Smart watches (watchOS, Android Wear/ Android, Tizen, etc.,) and other IOT devices	Need Clarification on this as the NPCI guidelines doesn't specify integration with (watches', Android Wear/ Android, Tizen, etc.,) and other IOT devices. . Mindgate current NPCI UPI switch implemented in 11 banks SBI being the largest which can support BBPS as a product n Mobile Devices supporting both Android & IOS	BBPS Product developed by NPCI is a Base product. Bank is providing additional services to the customers on top of the same and NPCI guidelines may not be available for all such services.
32	60	Annexure C: General Requirements Point 13	The solution should able to process registration of customers both for Pre-login	Need clarification on it . BBPS as a solutions doesn't support Customer registration.	BBPS Product developed by NPCI is a Base product. Bank is providing additional services to the customers on top of the same and NPCI guidelines may not be available for all such services.

33	61	Annexure C: General Requirements Point 15	The solution should also provide facility to 'View Bill Payment history' for the customer	Need Clarification, If its end Customer or Billers and AI's	<p>The solution should also provide facility to 'View Bill Payment history' for the Customers, Billers, Agent Institutions, Internal Admin Users (Admin Portal).</p> <p>Note:</p> <ul style="list-style-type: none"> • Bill payment History should be accompanied by Graphical representations like Bar Chart, Pie Chart, etc., as desired by the Bank. • Bill Payment History in Admin Portal should be usable for Customer relationship management, fraud detection (Based on History), etc.,
34	62	Annexure C: General Requirements Point 19	The solution should provide Pie charts/Bar graph on login to customer/Biller for easy understanding of bill data, settlement data, etc.,	Need Clarification on Customer Login. Currently product offers a Biller Log-In along with Admin Portal & Dashboard	BBPS Product developed by NPCI is a Base product. Bank is providing additional services to the customers on top of the same and NPCI guidelines may not be available for all such services.
35	62	Annexure C: General Requirements Point 19	The solution should have different colors like red for failed, green for success etc. for different status.	All Error Codes are in Red, All Success messages are in green.	No changes to the existing Clause in RFP. Pending transactions should be identified with specific colour etc.,
36	69	Annexure C: Guidelines, Compliance and Security requirements Point 16	Device Fingerprinting of the mobile/other similar devices during the registration process must be done.	Currently Customer Registration is not part of BBPS Framework. Clarification is required on this point.	BBPS Product developed by NPCI is a Base product. Bank is providing additional services to the customers on top of the same and NPCI guidelines may not be available for all such services.

37	70	Annexure C: Guidelines, Compliance and Security requirements Point 19	Reports pertaining to total uptime, system not responding, should be submitted as and when required by the Bank apart from data availability in portal	Uptime Downtime reports are not available as a part of product. Reports can be created in the specific format suggested by Bank	Prior to delivery, Application has to be customized as per the Scope defined in the RFP.
38	70	Annexure C: Guidelines, Compliance and Security requirements Point 23	Mobile applications (wherever mentioned) should support Android (4.4 and above), iOS (9 and above)	Clarification Required on Mobile App. SDK is available as a part of product	Refer corrigendum for details
39	71	Annexure C: Guidelines, Compliance and Security requirements Point 24	The overall availability of the application should be 99.99 % calculated on a monthly basis. Scheduled downtimes will be excluded for calculation	Discussion required on the given point.	No changes to the existing Clause in RFP.

40	83	Annexure C: Dashboard and Admin Portal Point 10	Daily reports	Daily Transaction Summary & Biller wise Transaction Summary reports are available. Need clarification on Uptime daily report and Downtime alerts.	All incidents and activities should be captured automatically and should be made available in the Admin portal for Bank reference.
41	83	Annexure C: Dashboard and Admin Portal Point 11	The facility to download reports should be made available in .txt, .pdf, .csv, .xls formats or any other format requested by Biller/customer or Bank	Current product support .xls format. Multiple formats can be build basis banks requirement.	Prior to delivery, Application to be customized as per the Scope defined in the RFP.
42	Page 42	Page 42	Earnest Money Deposit 50,00,000 lakhs . Validity Period from Date of Bid opening- 180 days	Requesting the bank to consider MSME certificate or EMD for 20 lakhs	MSME Certificate is acceptable.
43	Page No 31	Part 1 point 40	iii. The Vendor shall also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner	The clause should be applicable in the contract period	No changes to the existing Clause in RFP.

44	Page No. 15	Pt. No. 16 Technical Evaluation	Bidder will support the Bank as required in peak days of business (month-end and start of the month) and during switching over process from PR to DR and vice versa.	The Bidder would like to confirm if PR is the primary site and DR is the secondary site in this context.	Bidder will support the Bank as required in peak days of business (month-end and start of the month) and during switching over process from PR to DR & vice versa and in case of any urgent requirement of the Bank. Definition: PR refers to Primary Sites and DR refers to Disaster recovery sites.
45	Page No. 67	Pt. No. 18 Guidelines , Compliance and Security requirements	The disaster recovery to be configured with Automation tools (Infrastructure for hosting tools will be provided by the Bank).	The Bidder request the Bank to kindly elaborate in detail on their expectation of Automation tool.	Refer corrigendum for details
46	Page No. 73	Pt. No. 73 Onboarding and Integration	Bidder should provide onsite support to the Biller being on boarded with SBI when requested by SBI. Note: No additional cost will be paid by the Bank in this regard.	The Bidder would request the Bank to relax this clause as providing onsite support to the Biller is not a general practice. Incase this needs to be included we would like to know the present number of active billers.	No Change in the Current clause of RFP. Bank is not certified as BOU in NPCI Eco-System as on date and hence there are no BBPS Billers currently with the Bank.
47	Page No. 99	Pt. No. 1 Part- B Pre-requisites from the Bank	RHEL - OS	As our BBPS solution works on Windows OS and doesn't support RHEL OS, we would request the Bank to consider the solution which works on Windows.	Window server 2019 and above or RHEL.

48	Page No. 77	Pt. No. 2 Onboarding and Integration	The solution should be able to integrate with Multiple payment options like § Internet Banking of SBI and Others, § Debit Cards, § Credit Cards, § UPI, § Wallets, § Prepaid Cards, § Aadhar Enabled Payment System (AEPS), § Direct Debit to Customer through Authentication from Bank Database, § ATM Debit (In Micro ATM device), § Cash, etc.,	The Bidder would request the Bank to provide the details of the vendors providing services for the mentioned payment options. Also, kindly provide the details of the Bank's existing BBPS vendor.	Relevant details will be shared with selected Bidder.
49		General	Network Connectivity	The Bidder would request the Bank to kindly confirm that the connectivity between Bank's DC & DR and Branches would be the responsibility of the Bank	Network connectivity will be responsibility of the Bank. However, for any issues/activities, coordination is the responsibility of the Bidder. Further, Network issues which is application specific will be responsibility of the Bank.
50		General	Hardware Specifications	The Bidder would request the Bank to provide the details of the current Hardware setup at the DC and also the details of the size of the Data.	Relevant details will be shared with selected Bidder.

51	31	41.5	The source code /object code /executable code and compilation procedures of the Software Solution made under this agreement are the proprietary property of the Bank and as such the vendor shall make them available to the Bank after successful User Acceptance Testing. Vendor agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all Intellectual Property Rights, copyrights. Any work made under this agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.	Request bank to consider for escrow arrangement with the bidder to safeguard interest of both the parties	No Change in existing clause of the RFP. Source code will be intellectual property of State Bank of India with perpetual rights. However, Bank shall not sell the product/software/technology to any third party.
52	General			Request bank to provide clarity whether facility management services needs to be provided as the infra is provided by bank itself. If yes kindly provide the number of resources required & no. of shifts.	Facility management services/ Onsite support is required by the Bank. Kindly refer Annexure- F for more details on the requirement of engagement.
53	General			Request bank to provide on clarity whether bidder needs to provide the required hardware of implementation of the proposed solution or same is in the banks scope	Hardware will be provided by the Bank except HSM. Refer response to similar queries/ Corrigendum for more details.
54	53	Annexure-C	Dashboard and Admin Portal	Bank to come up with specific Dashboard requirements	Kindly refer Annexure:'C' and Annexure:'E' for details on the same.

55	56	Annexure-C	The bidder should provide for development, implementation, installation, integration, maintenance and support of Bharat Bill Payment Solution (COU and BOU) for State Bank of India in ATM Channel	Bank to confirm bank's ATM channel integration supported protocols like TCPIP (ISO 8583)/webservice/SOAP?	Integration with ATM is currently supported over ISO format. Bidder's solution should also support to integrate through XML/Web services. Solution should be open to integrate with all major technology/format; Bank will decide on the technology/format of the integration to be implemented and no additional cost will be payable by the Bank in this regard.
56	56	Annexure-C	The bidder should provide for development, implementation, installation, integration, maintenance and support of Bharat Bill Payment Solution (COU and BOU) for State Bank of India in Kiosk Channel	Bank to confirm bank's Kiosk integration supported protocols like TCPIP (ISO 8583)/webservice/SOAP?	Integration with FIGS is supported over Webservices. However, specific communications are supported only through ISO and SOAP. Solution should be open to integrate with all major technology/format; Bank will decide on the technology/format of the integration to be implemented and no additional cost will be incurred by the Bank in this regard.
57	66	Annexure-C	If required by the Bank, Architecture should also support integration with Physical Hardware Security Module (HSM) and the same should be attained in a modular way	We require the HSM type to confirm the integration support	<p>Hardware will be provided by the Bank except HSM. Management, configuration, activities on Hardware will be responsibility of the Bidder. Bidder should also coordinate with respective OEMs wherever required. Refer Corrigendum for more details.</p> <p><u>Note:</u></p> <p>The HSM should be complying with FIPS 140-2 Level 3 for digital signature. There should be no restrictions on number of keys to be protected by HSM. HSM Should support all major operating systems like RHEL/CentOS/Linux/Ubuntu, Solaris, AIX, HP-UX, Windows, etc.,</p>

58	68	Annexure-C	The bidder should provide for mobile application and support for all major Mobile operating system. I.e. Android, iOS	Bidder mobile application or Banks mobile application is mentioned here	<p>Bidder Support is required for applications developed as part of the solution. Bidder support is also required for Bank's applications, which are integrated with the solution.</p> <p>Note:</p> <p>Bidder support for 'Applications integrated' will be specific to the services delivered as part of the solution.</p>
59	69	Annexure-C	The Bidder should integrate with Proactive Risk monitoring solution of the Bank at no additional cost to the Bank	Bank to confirm whether mentioned banks solution supports REST API calls	Refer corrigendum for details
60	85	Annexure-E	User management of the portal (User creation and other functionalities to be automated).	Bank to be specific on what all process in user management should be automated	<p>User Management:</p> <p>User Creation, User Disabling (In case of non-activity), User Modification, Forgot Password, User Access control to specific modules, User Authentication, Sub-User/Admin Creation. The above list only indicative and not exhaustive.</p> <p>Note:</p> <p>Wherever required, Bank concept of Maker and Checker/Authorizer should be built in the Admin Dashboard. Final work flow will be decided by the Bank before implementation. Biller/Agent User Management, should also be handled separately in similar way.</p>

61	89	Annexure-E	The transition of a complaint to a defect and fixing of the same should be captured automatically in the tool/workflow (Functionality to be developed by the Bidder) and status of the same should be available to Bank on an ongoing basis	Bank to give more clarity on the tool/workflow mentioned here	<p>Any complaint should be registered as a ticket. Based on the analysis, if the ticket is found to have some defect, then before closing the ticket corresponding defect fixing CR should be taken up in an automated work flow to Project management tool for development.</p> <p>Note:</p> <p>Tickets taken for development based on complaints should be provided with flags and status of defect fix.</p>
62	89	Annexure-E	All complaint assigned by NPCI (Either manually or through CANVAS) should be stored, tracked with Audit trail and the same data should be retained without any data loss	Shall we assume that BBPS system should have single view of customer complaint from own banks channel as well as received from NPCI?	<p>Solution should have integrated view of complaints received from Customers, Billers, Agents along with complaints tagged from NPCI.</p> <p>Note:</p> <p>Complaint management team should be able to sort complaints based on multiple criteria like Channels, Billers, Customers, Agents, NPCI tagged, Turn around time (TAT) expired, etc., Segregated reports should also be made available in Dashboard and whenever deemed necessary by the Bank.</p> <p>Improvements made report (Based on complaints) should be published once in every 15 days and when deemed necessary by the Bank.</p>
63	22	26. Services:	Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.	Request bank to provide details on training like number of resources to be trained, duration for training, Location and frequency, etc.,	Number of resources to be trained will be in proportion with number of resources engaged by the Bank with duration and frequency of the training depends on case to case basis. Location will be in State Bank offices at Mumbai.

64	22	27. Warranty and Annual Maintenance Contract	General	Request Bank to provide place holder in commercial template to quote cost for yearly AMC, also Request Bank to consider warranty of solution for a period of 1 year as per the standard industry practice.	No changes to the existing Clause in RFP.
65	24	31. Purchase Price:	The order will be placed for total Cost of "Software Solution/services/warranty and AMC/ATS/S&S. Bank may also issue a separate order for AMC after expiry of the warranty period.	Request Bank to provide place holder in commercial template to quote cost for yearly AMC, also Request Bank to consider warranty of solution for a period of 1 year as per the standard industry practice.	No changes to the existing Clause in RFP.
66	31	41. Patent Rights/Int lectual Property Rights:	v. The source code /object code /executable code and compilation procedures of the Software Solution made under this agreement are the proprietary property of the Bank and as such the vendor shall make them available to the Bank after successful User Acceptance Testing. Vendor agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all Intellectual Property Rights, copyrights. Any work made under this agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.	Request Bank to remove this clause, as Source code is Intellectual property of Bidder and the same cannot be provided to the Bank. However it can be made available to Bank through an escrow arrangement. Request Bank to consider the same.	No changes to the existing Clause in RFP.
67	36	48. Termination for Convenience:	General	Request Bank to remove this clause as Termination cannot be based on convenience.	No changes to the existing Clause in RFP.

68	42	17 Terms of payment	2. Operational and Development cost for 5 years: Invoices will be paid quarterly in arrears within 30 days after receipt of invoices.	Request bank to pay the invoices on monthly as bidder will incur the cost on monthly basis	No changes to the existing Clause in RFP.
69	84	Broad scope of work	General	We understand that the bidder is required to provide solution on license model along with support services. Required Hardware, DB, & other software's will be provided by the Bank. Request bank to confirm	Complete solution IPR will be of the Bank and it will be perpetual. Hardware will be provided by the Bank except HSM. Management, configuration, activities on Hardware [Whether provided by the Bank or Procured by Bidder (In case of HSM)] will be responsibility of the Bidder. Management includes all action related to rectification , patches, commissioning, day to day operations, tasks etc whenever applicable. Bidder should also coordinate with respective OEMs wherver required. Refer Project implementation plan: 'Part-'B' under Annexure: 'E' for details on Licenses provided by the Bank. SSL, Digital signature cost will be borne by the Bank for the solution. Note: Any other softwares, licenses required as part of the solution, to be borne by the Bidder.
70	84	Broad scope of work	The bidder will integrate with Bank gateway for sending SMS and E-mail with no additional cost to the Bank,	we assume bidder will not be charging the Bank for integration with Banks SMS and Email gateway, we understand that the cost of SMS and email will be borne by the bank, Request bank to confirm.	Cost of SMS, Email will be borne by the Bank. No additional cost in terms of integration, support, etc., will be borne by the Bank.
71	84	Broad scope of work	Source code of all the changes/ functionalities should be maintained in the code repository of the Bank (Code repository infrastructure should also be managed by the Bidder),	Request Bank to remove this clause, as Source code is Intellectual property of Bidder and the same cannot be provided to the Bank. However it can be made available to Bank through an escrow arrangement. Request Bank to consider the same.	No changes to the existing Clause in RFP.

72	101	Indicative Commercial Bid	(Including perpetual Licensing cost of the complete solution, certificate/signature cost, Any other Software and Hardware cost which is to be required to be provided by the Bidder as part for the engagement	As given in the RFP, we understand that the Bank will provide the required hardware and software. Bidder is required to provide the BBPS solution on License model. Request Bank to clarify on the relevance of hardware and software mentioned in this clause.	Hardware will be provided by the Bank except HSM. Management, configuration, activities on Hardware [Whether provided by the Bank or Procured by Bidder (In case of HSM)] will be responsibility of the Bidder. Bidder should also coordinate with respective OEMs wherever required. <u>Licenses/Cost Incurred by the Bank</u> Refer Project implementation plan: 'Part-'B' under Annexure: 'E' for details on Licenses provided by the Bank. SSL, Digital signature cost will be borne by the Bank for the solution. All other softwares/licenses which is required to be provided as part of the solution is to be borne by the Bidder.
73	101	Indicative Commercial Bid	(Including perpetual Licensing cost of the complete solution, certificate/signature cost, Any other Software and Hardware cost which is to be required to be provided by the Bidder as part for the engagement	As per standard industry practices the licenses are restricted by term usage or capacity based . We request bank to allow the bidder to quote based on capacity or term based license instead of perpetual.	No changes to the existing Clause in RFP.
74	101	Indicative Commercial Bid	(Including perpetual Licensing cost of the complete solution, certificate/signature cost, Any other Software and Hardware cost which is to be required to be provided by the Bidder as part for the engagement	Request bank to provide separate line item to quote onetime implementation cost	No changes to the existing Clause in RFP.

75	101	Indicative Commercial Bid	(Including perpetual Licensing cost of the complete solution, certificate/signature cost, Any other Software and Hardware cost which is to be required to be provided by the Bidder as part for the engagement	Request Bank to provide separate place holder to quote AMC value for solution	No changes to the existing Clause in RFP.
76	101	Indicative Commercial Bid	'X' (To be quoted by the Bidder) * 84 (Total resource weightage) * 25 (Working days in a month) * 12 (Number of Months) * 5 (Number of years)	We understand that bidder is required to quote per man day rate as "X", Request bank to confirm	Per Man day cost of S.No. 13 (Page: 107) is 'X'. Other rates are calculated based on logic. Refer Annexure: F-Part -II for more details.
77	104	Indicative Commercial Bid	Part - II The below mentioned rate: 'Rates per day per person' will be considered as 'Base Rates' and this will be applicable throughout the engagement.	we assume the rates provided are for one shift in a day, rates for other shifts will be agreed with the bank based on the requirement in future, Request bank to confirm	Rates will be applicable for all shifts. Bidder to quote cost considering this factor.
78	8	7 (v)	"No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained."	BIDDER request the Bank to delete this clause, since the terms of Contract need to be mutually agreed between the parties.	No changes to the existing Clause in RFP.

79	27	36	<p>"36. Limitation of liability: i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused</p>	<p>BIDDER request the Bank to modify the limitation to the total cost of software, which caused such damage or loss to Bank.</p>	<p>No changes to the existing Clause in RFP.</p>
80	28	37	<p>Confidentiality</p>	<p>BIDDER request the Bank to have mutual confidentiality obligations. Hence, the clause to be modified accordingly.</p>	<p>No changes to the existing Clause in RFP.</p>

81	31	41 (v)	"v. The source code /object code /executable code and compilation procedures of the Software Solution made under this agreement are the proprietary property of the Bank and as such the vendor shall make them available to the Bank after successful User Acceptance Testing. Vendor agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all Intellectual Property Rights, copyrights. Any work made under this agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.."	BIDDER would like to clarify that the license provided under this RFP shall be for a limited period. FSS shall own the IP of the Software Solution and the Bank shall only have the right to use the Software under the terms of the Contract mutually entered between the parties. Hence, this clause need to be deleted.	No changes to the existing Clause in RFP.
82	34	45 (i)	Termination for Default	BIDDER request the Bank to provide a cure period of 90 day, considering the intefcacies of the Software. BIDDER also request the Bank to have mutual termination rights on mutually agreed terms .	No changes to the existing Clause in RFP.
83	36	48	Termiantion for Convenience	BIDDER would request the Bank to delete the termination for convenience clause. This is not a standard industry practice and not at all acceptable by the BIDDER.	No changes to the existing Clause in RFP.
84	43	Part II	Liquidated Damages	BIDDER would request the Bank to consider the LD as 0.5% per week of delay and maximum of 5% of the total project cost.	Liquidated Damages are applicable on and above the mentioned penalties. LD may be fixed a sum of 0.5% per week or part thereof of contract values and maximum of 10% of the total project cost.
85	140	6	6. Fall Clause	BIDDER request the Bank to delete this clause.	No changes to the existing Clause in RFP.

86	1 to 39	SLA	Service Level Agreement	BIDDER request the Bank to provide a opportunity to negotiate the SLA considerign the specific software product. Hence, the entire SLA has to be mutally agreed between the parties.	No changes to the existing Clause in RFP.
87	19	SLA	OWNERSHIP	BIDDER would like to clarify that the IP rights of the Software shall belong to BIDDER. Hence, BIDDER shall provide only object code of the Software and the source code of the Software shall be with Escorw as per separate arrangement. Hence, this entire clause needs to be modified.	No changes to the existing Clause in RFP.
88	21	SLA	17.2 The Bank, by written notice of not less than 90 (ninety) days sent to the Service Provider, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the Agreement is terminated, and the date upon which such termination becomes effective.	BIDDER would request the Bank to delete the termination for convenience clause. This is not a standard industry practice and not at all acceptable by the BIDDER.	No changes to the existing Clause in RFP.
89	24	SLA	"21.1 For breach of any obligation mentioned in this Agreement, subject to clause 21.3, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Project Cost."	BIDDER request the Bank to fix the limitation as total cost of the software, which caused any loss to Bank	No changes to the existing Clause in RFP.

90	General	General	General	<p>BIDDER requires inclusion of the following clauses on a mutually agreed basis and in this regard the BIDDER would like to discuss with Bank. This list is inclusive of various other terms of the agreement and is not exhaustive.</p> <ol style="list-style-type: none"> 1) Limitation of Liability and exclusion of indirect damages from Liability 2) Ownership 3) Intellectual Property Rights 4) Assignment 5) Transition Plan 6) Penalties 7) Indemnities 8) LD 9) Termination by successful BIDDER for non-payment by Bank 10) Termination compensation by the Bank in the event of termination of the agreement by the Bank prior to completion of the term,. 	No changes to the existing Clause in RFP.
91	24	v	Physical and logical separation from other customers of the Vendor	Since Bank is providing infrastructure to host Bidder's application, we believe this shall not be applicable for license setup. Request Bank to remove the requirement.	Clause remains the same but clause will not be applicable in SBI premises. Bank's decision in this regard will be final.
92	55	General Requirements	Supporting Documents (If any)	<p>What kind of documents Bank is expecting ? Majority requirements do not need a supporting document. Request Bank to remove this column and provide a list of requirements for which Bank will need a customer letter.</p>	<p>Project Implementation plan should cover complete scope mentioned in,</p> <ul style="list-style-type: none"> • Annexure – C: Technical and functional specifications, • Annexure – E: Broad Scope of Work. <p>Supporting documents on individual clauses/requirements with respect to Annexure- C are not required.</p>

93	56	General Requirements	4. The bidder should provide for development, implementation, installation, integration, maintenance and support of Bharat Bill Payment Solution (COU and BOU) for State Bank of India in ATM Channel.	We believe Bank is looking for BBPS interface with Bank EFT Switch. We believe the same is to be supported over XML. Request Bank to confirm the understanding is correct.	Integration with ATM is currently supported over ISO format. Bidder's solution should also support to integrate through XML/Web services without additional cost to the Bank. Bank will decide on the format of the integration.
94	56	General Requirements	5 The bidder should provide for development, implementation, installation, integration, maintenance and support of Bharat Bill Payment Solution (COU and BOU) for State Bank of India in Kiosk Channel. i.e ☑ Business correspondents (BC) and ☑ Customer service point (CSP). The above scope, also includes changes required for NPCI certification and customizations deemed necessary by the bank.	Is Bank looking for BC solution that includes Agent onboarding, Commission or Fees Calculation or Bank is looking for integration to existing BC and Agent Solution? Is Bidder required to provide independent BC/ CSP mobile application containing Agency Banking? Please clarify	Agent onboarding, Commission and Fees calculation, etc., are sub-functionalities which to be integrated with existing applications of the Bank. Bidder support also support independant BC/CSP application end to end in case the Bank so desires, without any additional cost to the Bank. Note: Integration should support both API based approach and SDK based approach. In SDK based approach, NPCI and Bank's UI/UX should be inbuilt.
95	56	General requirements	5. The bidder should provide for development, implementation, installation, integration, maintenance and support of Bharat Bill Payment Solution (COU and BOU) for State Bank of India in Kiosk Channel	We understand that Bank is having separate applications for BC and CSP and Bidder is required to integrate with these applications. Please confirm.	For Kiosk channel, Bidder is required to integrate with existing applications of the Bank. Bidder support also support independant BC/CSP application end to end in case the Bank so desires, without any additional cost to the Bank. Note: Integration should support both API based approach and SDK based approach. In SDK based approach, NPCI and Bank's UI/UX should be inbuilt.

96	56	General requirements	6. The bidder should provide for development, implementation, installation, integration, maintenance and support of Bharat Bill Payment Solution (COU and BOU) for State Bank of India in Branch Banking, Internet of things (IOT) devices and any other channel required by the Bank from time to time.	Request Bank to provide how IOT integration shall happen. Shall Bank provide a IOT Hub to integrate with these devices? Since this is still in a conceptual stage, we request Bank to keep this out of scope.	IOT devices scope is mentioned in the RFP; IOT devices is to procured by the Bidder after obtaining approval from the Bank. Note: Cost of IOT devices will be reimbursed by the Bank, if it was procured after receiving approval from the Bank.
97	57	7	The bidder should also ready to provide solution for migrating existing Bill payment solutions in State Bank of India.	Request Bank to provide details about existing platform whether it runs on .Net or Java. Also please provide what is being used as Database, Middleware, Application Server, WebServer. Also request Bank to provide the number of users for Mobile Application, Customer Portal. Please provide the number of Billers and/or Agent Institutions to be migrated.	Refer corrigendum for details
98	57	7	The bidder should also ready to provide solution for migrating existing Bill payment solutions in State Bank of India.	Request Bank to Pls share the approx size of data base so that bidder can envisage the effort and complexity	Kindly refer Query on Data migration answered already for more details. The size of the data is not relevant in terms of envisaging efforts and complexity.
99	57	9	The bidder should manage Development, SIT, UAT, Pre-Production and production environments of the application along with concerned disaster recovery.	We believe HA is not required for the proposed environments. Please confirm.	High availability should be maintained across tiers in all environments.
100	57	9	The bidder should manage Development, SIT, UAT, Pre-Production and production environments of the application along with concerned disaster recovery.	Does the Bank require HA setup for application at DR site ?	High availability should be maintained across tiers in all environments.

101	57	General Requirements	9 The bidder should manage Development, SIT, UAT, Pre-Production and production environments of the application along with concerned disaster recovery.	Is Bank expecting bidder to quote for resources at Bank Premises to maintain all these environments.	Bidder to consider cost factor of support resources. Refer Annexure F for more details.
102	58	9	Simulated environments for Biller Operating Unit also to be managed alongside.	Please confirm how many number of environments to be deployed for Application ?	In terms of Biller Operating Unit: Simulated environment, one simulated environment to be provided for each Biller as per the configuration requested by the Biller. There will be no additional cost incurred by the Bank in this regard.
103	58	General Requirements	13. The solution should be able to process registration of customers both for Pre-login and Post login customers.	Pre-login: Does Bank mean Ad-hoc bill payment without customer registration?	Refer corrigendum for details
104	62	28	Benchmarking to be done in Pre-production environment of the Bank/Simulated environment using automation tools/scripting without additional cost to the Bank	We believe that Benchmarking shall be done in a like-to-Production environment. Request Bank to confirm.	The Bidder should Benchmark infrastructure of individual channels, Billers, Agents and provide reports to bank during initial deployment and as when requested by the Bank. Note: <ul style="list-style-type: none"> • Benchmarking to be done in Pre-production environment of the Bank/Simulated environment using automation tools/scripting without additional cost to the Bank. • Wherever Benchmarking requires simulated environment, the same to be managed and benchmarked by the Bidder by coordinating with required stakeholders. • Even when not requested, Benchmarking should be done minimum on Half-Yearly basis on an ongoing basis, however capacity planning should be reviewed on a monthly basis.

105	62	General Requirements	27. The system should be flexible enough to handle 250 transactions per second (tps) initially (Both for BOU and COU Modules). The application is to be further scalable as per Bank's future requirement and Capacity planning for the same is to be managed by the Bidder.	Request Bank to provide estimate of near future TPS. This shall help us to have an estimate of the possible cost estimate.	Capacity planning to be managed by the Bidder after initial load estimations provided by the bank. Refer 'Project implementation plan' under Annexure : E for more details.
106	62	General Requirements	28. Even when not requested, Benchmarking should be done minimum on Quarterly basis on an ongoing basis.	This shall be an undue cost and effort on the resources. Request Bank to keep it atleast once a year.	The Bidder should Benchmark infrastructure of individual channels, Billers, Agents and provide reports to bank during initial deployment and as when requested by the Bank. Note: <ul style="list-style-type: none"> • Benchmarking to be done in Pre-production environment of the Bank/Simulated environment using automation tools/scripting without additional cost to the Bank. • Wherever Benchmarking requires simulated environment, the same to be managed and benchmarked by the Bidder by coordinating with required stakeholders. • Even when not requested, Benchmarking should be done minimum on Hal-Yearly basis on an ongoing basis, however capacity planning should be reviewed on a monthly basis.
107	67	18	The disaster recovery to be configured with Automation tools (Infrastructure for hosting tools will be provided by the Bank).	We understand that these DR automation tools shall be provided by Bank DR facility. Request Bank to provide some info on these tools.	Refer corrigendum for details

108	67	18	Infrastructure maintenance and support (Where tools are hosted for automation) to be handled by the Bidder along with integration; however Infrastructure for hosting Automation tools will be provided by the Bank.	Please clarify the point- Does the Bidder need to provide support for Physical Server , OS,DB , Middleware and other components ?	Yes, Bidder needs to provide support. Physical management of the servers will not be applicable initially as the Software will be hosted in Bank's private cloud; but however Bidder should factor in the cost of support while quoting.
109	68	Guidelines , Compliance and Security requirements	The bidder should provide for mobile application and support for all major Mobile operating system. I.e. Android, iOS.	Is Bank looking for independent Mobile Application for Customer or Agent? Or is Bidder required to provide SDK for Bank app and API based integration. Request Bank to confirm.	Refer corrigendum for details
110	69	18	Bank may or may not decide to provide license for the Disaster recovery automation tool. In case, the license is not provided by the Bank; the same should be managed by the Bidder without additional cost to the Bank.	Please let us know , who will be managing the DR Automation software in case Bidder provide the Automation tool.	Bidder has to manage end to end.
111	69	18	Bank may or may not decide to provide license for the Disaster recovery automation tool. In case, the license is not provided by the Bank; the same should be managed by the Bidder without additional cost to the Bank.	We understand that DR automation tools shall be provided and deployed by Bank. Please confirm.	Refer corrigendum for details
112	69	18	Bank may or may not decide to provide license for the Disaster recovery automation tool. In case, the license is not provided by the Bank; the same should be managed by the Bidder without additional cost to the Bank.	Please let us know , will the Bank be providing the OS,App and DB licenses for the DR Automation tool (in case bidder provide the Software)	Bank will provide License in case the Technology stack is listed under "Project implementation plan: 'Part-'B' of Annexure: 'E'". All Licenses provided by the Bidder should be perpetual in nature.

113	69	26	The Bidder should integrate with Proactive Risk monitoring solution of the Bank at no additional cost to the Bank.	Request Bank to share the details of Proactive Risk Monitoring Solution of the Bank , so that Bidder can factor integration efforts	Refer corrigendum for details
114	69	28	The Infrastructure of Modules/functionalities should be completely segregated at all tiers (Web, App, and DB) along with User access segregation.	Requets Bank to provide clarity on the following: 1. segregation expected at Physical Layer or Virtual Layer. 2. Is the Virtual Machines acceptable for Server 3. Is the Trunking (passing multiple VLANs on Single Switch Port)Acceptable at Network Layer	Refer corrigendum for details
115	71	Onboardin g and Integratio n	2 The solution should be able to integrate with Multiple payment options like	Are these integrations through any ESB/ PG of the Bank or Bidder has to perform individual integration with each of the systems. Request Bank to confirm.	Bidder has to integrate with each systems individually. In case of integration with PG, scope of implementation will be decided by the Bank accordingly.
116	71	Onboardin g and Integratio n	3 The bidder should collate the feedback from end customers and submit the analysis on a weekly/monthly basis or when deemed necessary by the Bank.	Is Bank expecting resources to be deployed on site. Request Bank to confirm . Also please clarify the source for these customer feedback.	Yes, resources needs to deployed onsite. Customer feedback can be through Email, Automated responses in Site, SMS, IVR, etc.,
117	75	Co- ordination , Support and Project Managem ent	4 The solution should also accommodate to integrate with Customer Relationship management solution (CRM) solution of the Bank through web services.	Request Bank to provide which all web services needs to be integrated or at least provide the tentative number of webservices.	Tentative count of Webservices to be integrated is 25. Note: However, count of Webservices mentioned is only for Broad understanding of the scope, Count of services mentioned herein is tentative and Bank will not pay any additioanl cost, in case Count of Webservices exceed.

118	78	Reconciliation, Settlement, Complaint and Dispute Management	<p>7. The Bidder should track, manage and store all the complaints lodged in CANVAS through automated ticket handling within SLA's defined by NPCI, Biller and Bank.</p> <p>The Bidder should also keep track of all the complaints and status in a centralized repository.</p>	Request Bank to provide the tentative tickets to be generated. Request Bank to provide the number of tickets presently being logged in CANVAS.	Projection can't be based on the existing system.
119	78	Reconciliation, Settlement, Complaint and Dispute Management	<p>8</p> <p>The bidder should be able to provide assistance in regional languages for CMS/DMS in future dates.</p>	Is Bank looking for resources for regional support at Bank premises? If yes, we believe that Bank shall provide phone lines and other resources necessary for support services.	Yes, Bank will provide necessary Infrastructure for facilitating support.
120	86	Scope of Work	Intellectual property rights of the code delivered as part of this engagement will be of the bank.	Request Bank to remove this requirement and allow Bidder to keep IPR.	No Change in the existing clause of RFP.
121	87	General requirements and Security Compliance	The solution should be capable to configure with cluster approach,	Is the Bank Looking for Active-Active Clustering or Active-Passive Clustering (Like OS Clustering) at each layer	Active Active Clustering at each layer is to be ensured by the Bidder.
122	87	Scope of Work	Bidder to develop services to integrate with handheld devices (Mobile, IWB255, etc.),	Request Bank to clarify IWB255	IWB 255 is a handheld device, similar to Kiosk application. Bidder is expected to develop BBPS services on top of the Base SDK of the device.

123	87	Scope of Work	☑ Solution should integrate all services through Central Integration Layer of the Bank and the solution should be reusable in a modular way by the Bank for any other services,	Do we assume that Central Integration Layer is similar to ESB?	Yes, Can be considered for understading purposes.
124	89	Reconciliation and Settlement	As a backup, all reconciliation and settlement reports should be available in Secure File Transfer Protocol (SFTP) and the same SFTP solution is to be provided by the Bidder,	Please let us know does the Bank has any preference for any SFTP solution.	No Specific preference.
125	92	Infrastructure	The Infrastructure for hosting all the functionalities will be provided by the Bank.	Will the Bank be providing all the OS , DB , Middleware Licenses also along with Server, Storage, Network components	Bank will provide License in case the Technology stack is listed under "Project implementation plan: 'Part-'B' of Annexure: 'E'". Server Storage and Network components will be provided by the Bank.
126	92	Infrastructure	The Bidder should maintain the complete end to end infrastructure of the application which includes Development, SIT, UAT	Does the Bank expecting that Bidder to depute Server,DB , Middleware,Network Admins at Site for managing the Infrastrcture ?	Yes
127	92	Infrastructure	The Bidder should maintain the complete end to end infrastructure of the application which includes Development, SIT, UAT	Does the Bank require 24x7x365 support for Infra at Bank's premises	Resources will be required 24*7 when deemed necessary by the Bank. Engagement will be guided as per the RFP clause mentioned in Annexure: 'F'.
128	92	Infrastructure	The Bidder should maintain the complete end to end infrastructure of the application which includes Development, SIT, UAT	Request bank to clarify , 1. Does the Bank require resources at DR site also ? If yes , then what type of support required at DR site ?	• Support at DR will be required at emergency cases for Business continuity. All services quoted as part of this RFP will be required to be delivered by the Bidder.
129	92	Infrastructure	All environments to be integrated with DevOps tools (No additional cost will be incurred by the Bank).	Request Bank to please provide more clarity , Is the Bank expecting Devops tool to be deployed by Bidder ?	Yes, DevOps tools to be deployed by the Bidder as part of the solution. No additional cost will be incurred by the Bank, including cost of licenses.

130	92	Infrastructure	The system should be flexible enough to handle 250 transactions per second (tps) initially (Both for BOU and COU Modules),	Request Bank to share the year on year growth for next 5 years	Capacity planning to be managed by the Bidder after initial load estimations provided by the bank. Refer 'Project implementation plan' under Annexure : E for more details.
131	99	Part B	Technology Stack to be Used	Pls confirm :- Bidder assume that Bank will be providing the Licenses and required support from OEM for these components	<ul style="list-style-type: none"> OEM Support for all the technology stack in 'Part-II of Project Implementation plan under Annexure:E' will only be provided by the Bank but end-to-end responsibility to coordinate with OEM for activities/ issues will be of the Bidder.
132	99	Pre-requisites from the Bank	RHEL, IBM/ Oracle Middleware, Oracle RAC	We had been running some of the largest Banks on our BBPS platform with substantially high volumes while maintaining necessary uptime and other SLA parameters. The Banks and Agents are being supported through non-RHEL and non-Oracle platforms. We thus request Bank to allow Bidders propose Windows based applications, IIS Middleware and MS SQL Database.	Microsoft Server 2019 and above can be used at OS. IIS can be used as Middleware. However, Data base will be oracle Refer corrigendum for more details.
133	100	Part C	Format for Submission of Hardware requirements	Pls confirm :- Does the bidder to factor the resources for managing the Virtualization and OS . Please share the details of Virtualization platform at Bank so that bidder can plan for those resources	Virtualization will be handled by Bank's cloud team. Bank currently uses Vmware for Virtualization.
134	101	Annexure-F Part - I	Any other Software and Hardware cost which is to be required to be provided by the Bidder as part for the engagement	Pls confirm :- Bidder assume that all the hardware , OS, Middleware including SSL certificates ,DB , certificates Infra components will be provided by Bank and there will not be any type of procurement from Bidder	<p><u>Licenses/Cost Incurred by the Bank</u></p> <p>Refer Project implementation plan: 'Part-'B' under Annexure: 'E' for details on Licenses provided by the Bank.</p> <p>SSL, Digital signature cost will be borne by the Bank for the solution.</p> <p>All other softwares/licenses which is required to be provided as part of the solution is to be borne by the Bidder.</p>

135	101	Annexure-F Part - I	One Time Implementation Cost - For both COU & BOU	<p>Since the Bank is providing the Licenses for Solution, vendor will not be able to provide the License cost of OS , Middleware , DB and other infra componenets.</p> <p>Request bank to confirm whether the bidders understanding is correct</p>	<p>Hardware will be provided by the Bank except HSM. Management, configuration, activities on Hardware will be responsibility of the Bidder. Bidder should also coordinate with respective OEMs wherever required. Refer Corrigendum for more details.</p> <p><u>Licenses/Cost Incurred by the Bank</u></p> <p>Refer Project implementation plan: 'Part-'B' under Annexure: 'E' for details on Licenses provided by the Bank.</p> <p>SSL, Digital signature cost will be borne by the Bank for the solution.</p> <p>All other softwares/licenses which is required to be provided as part of the solution is to be borne by the Bidder.</p>
136	102	Annexure-F Part - I 11	Bank may deploy the number of resources as and when required.	<p>We understand that Bank shall provide resources for Infra management. Bidder to provide resources for Application Management only. Please confirm.</p>	<p>Bidder has to consider resources for Infra management also.</p>
137	NA	NA	NA	<p>Request Bank to provide breakup of present transaction by BOU and COU. Also please provide the tentative projections for each OU</p>	<p>Capacity planning to be managed by the Bidder after initial load estimations provided by the bank. Refer 'Project implementation plan' under Annexure : E for more details.</p>
138	NA	NA	NA	<p>Request Bank to provide present number of Billers and Agents. Also please provide the tentative projections for bother Billers and Agents.</p>	<p>Capacity planning to be managed by the Bidder after initial load estimations provided by the bank. Refer 'Project implementation plan' under Annexure : E for more details.</p>
139	NA	NA	NA	<p>Request Bank to provide present number of customers and the projections for the same.</p>	<p>Capacity planning to be managed by the Bidder after initial load estimations provided by the bank. Refer 'Project implementation plan' under Annexure : E for more details.</p>

140	50	Annexure B Point 10	<p>One Client reference and contact detail (email/ landline/ mobile) of customer for whom the Bidder has executed BBPS - BOU Solution (Solution should be running in production). Start and End Date of the Project to be mentioned. (At least 1 client reference are required) Note: a) BOU Client reference should stat number of Billers live (At least 1 Biller has to be Live). b) BOU Client reference should also certify that the bidder is handling more than 10,000 financial transactions per month for last 3 months (The period of 3 months should fall anytime in 2019).</p>	<p>Is there any specific format by which the detail to be provided? Plase advise.</p>	<p>To be Provided on Company Head.</p>
141	51	Annexure B Point 15	<p>Agreement to have Non- Disclosure agreement as per the terms and conditions specified by SBI for all the data/information attained directly/indirectly on account of this engagement.</p>	<p>Is there any specific format by which the detail to be provided? Plase advise what information to be given in Letter Head.</p>	<p>Refer Annexure L: NON-DISCLOSURE AGREEMENT</p>

142		Annexure B Point 16	<p>Agreement to implement Secure practices, data protection policies, risk management framework, architecture, etc., as per the regulator and Bank's requirements.</p> <p>Note: The compliance of the Bank's recommendations can be audited at any point of time by the Bank or Bank can request the Bidder to provide compliance certificate from a CERT-In empaneled Information Security Auditing Organizations with no additional cost to the Bank.</p>	<p>Is there any specific format by which the detail to be provided? Plase advise what information to be given in Letter Head.</p>	<p>To be Provided in Entity Letter Head. No specific format is desired in this regard.</p>
143	55	Annexure C Point 2	<p>The bidder should provide for development, implementation, installation, integration, maintenance and support of Bharat Bill Payment Solution (COU and BOU) for State Bank of India in Mobile Banking channel. i.e.</p> <ul style="list-style-type: none"> • Mobile Banking – YONO Lite/ SB Anywhere Personal, • Mobile Banking – SB Anywhere Saral, • Mobile Banking – SB Anywhere Corporate, • BHIM SBI Pay, • YONO and 	<p>IS all listed mobile application to be developed independently or to be integrated with existing application using APIs? The same is mentioned in Page 61, of Annexure B Point 26.</p>	<p>With reference to this particular clause, Bidder should integrate with the existing applications mentioned herein. Apart from the same, exact scope is mentioned in corrigendum. Kindly refer.</p>

144	61	Annexure C Point 24	Based on the UAT observations by the target user base, customization of the application software, if required has to be done by the bidder at no additional cost to the Bank.	UAT observation should be within the scope of SBI approved specification document. Please confirmed.	Scope of Obsevation will be services delivered under this agreement and not on individual solution document.
145	62	Annexure C Point 27	<ul style="list-style-type: none"> In case of asynchronous requests, intended functionality requested from Customer/NPCI/Source Systems to BBPS Module will be considered as one transaction. 	BBPS systems itself is an asynchronous system and each communciation between 2 parties will be treated as single transaction. Please provide more detail on TPS benchmark figure.	<p>Kindly refer Page : 93 for Definition of Transaction per second (tps). Bidder to calculate Benchmarking based on the Bank's definition of tps. TPS will be measured at application level (No defined ttps)</p> <p>Kindly refer Page: 95 for Capacity management clauses mentioned in RFP.</p>
146	85	Annexure E	<ul style="list-style-type: none"> All complaints assigned in CANVAS to be managed by the bidder on behalf of the Bank (If desired by the bank) 	Is this mandatory requirement to take part on behalf of SBI?	Kindly refer Point 5 in Page 102 with respect to Mandatory clause.

147	85	Annexure E	<ul style="list-style-type: none"> All complaints data registered or assigned in CANVAS or through any other complaint management portal pertaining to the solution delivered as part of the agreement to be tracked, stored and made available in the portal for SBI Complaint Management/Dispute Management team, 	<p>Is there any dispute/complaint management system available with SBI? Do we need to integrate with existing complaint management system deployed in bank? Please share more detail on this.</p>	<ul style="list-style-type: none"> Existing Complaint Management System is available for Non-BBPS transaction related complaints. Bidder should provide a Complaint management solution flexible enough to be hosted in isolation or in an integrated way with the existing complaint management system of the Bank. In case, Bank opts to go for integrated platform, the bidder should expose or consume services required for implementation of the same without additional to the Bank. <p><u>For Biller Complaints:</u></p> <ul style="list-style-type: none"> Bidder should provide end to end solution to be hosted in isolation for management of Biller complaints.
148	85	Annexure E	<ul style="list-style-type: none"> User management of the portal (User creation and other functionalities to be automated). 	<p>Is there any user management system available with SBI? Do we need to integrate the system with any existing user management system? Please share more detail on this.</p>	<p>User Management Policies will be defined by the Bank from time to time. User Management solution should be part of the solution provided by the Bidder.</p>

149	SLA Pg No 11	SLA clause No 6	6. GENERAL INDEMNITY	<p>6. GENERAL INDEMNITY</p> <p>6.1 Service provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur directly or indirectly on account of any deficiency in Services or breach on any obligations mentioned in clause 56 hereinabove, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Service Provider..</p> <p>6.2 The Service provider shall indemnify and</p>	No Change in existing clause of the RFP.
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				<p>keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service provider.</p> <p>6.3 The Service provider hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time mutually agreed. The Bank shall report as far as possible all material defects to the Service provider without undue delay. The Service provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work. Nothing contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of Software.</p>	
151	SLA Pg No 24	SLA clause No 21	21 LIMITATION OF LIABILITY	<p>We request bank to all the below line which is there as a part of all recent RFP's</p> <p>"Neither Party shall be responsible or liable to the other Party for any indirect, consequential, punitive, special, or incidental losses, damages or claims including loss of profit, loss of data, loss of business or revenue. "</p>	No Change in the scope of RFP.

152	58	General requirements sl no 13	The solution should be able to process registration of customers both for Pre-login and Post login customers	Require more details of the need for customer registration. and difference between prelogin and post login customers.	<p>Definition of Pre-login:</p> <p>Where customer doesn't need a Bank's login/authentication to View or Pay Bills.</p> <p>Definition of Post-login:</p> <p>Where Customer is authenticated by any Bank's system.</p> <p>Refer Corrigendum for more details</p>
153	57	General requirements sl no 7	The bidder should also be ready to provide solution for migrating existing Bill payment solutions in State Bank of India.	What would be the scope of migration?	Refer Corrigendum for details on migration.
154	71	Onboarding and Integration sl no 1	The bidder should provide solution for onboarding Agent institutions under Bharat Bill Payment Eco-System. The agent onboarding should be made possible in channels deemed necessary by the Bank	1) Does bank expect solution whenever agent onboarding takes place in channel, same to get registered in BBPS Eco system.? 2) Does NPCI provide any api to do bulk onboarding in BBPS eco system ?	<ul style="list-style-type: none"> • Agent, Biller Onboarding/ Off-Boarding should get registered in BBPS Eco-System wherever applicable. • NPCI doesn't support API based Agent registration as of now, but the solution should be flexible enough to accommodate API based Onboarding/ Off-Boarding without additional cost to the Bank. • Onboarding/ Off-Boarding module should also support Automatic file generation as per the specification of NPCI to onboard manually and the same should be made configurable without any hardcoding. • Co-ordination with respect to any issues/activities for Agent/Biller Onboarding/ Off-Boarding will be responsibility of the Bidder.

155	78	Reconciliation, Settlement, Complaint and Dispute Management sl no 7	The Bidder should track, manage and store all the complaints lodged in CANVAS through automated ticket handling within SLA's defined by NPCI, Biller and Bank. Complaint Management System (CMS)/Dispute Management System (DMS) Handling	1)Does it refer operational support requirement ?	Yes
156	72	Onboarding and Integration sl no 3	Bidder should also provide solution to On-board Billers automatically over the portal by Billers themselves -	1)Request more details/clarity on this. Billers to be onboarded by bank and then separate credentials can be given to bank.Please confirm	Bidder will develop Portal for automation of Biller Onboarding with checks and balances desired by the Bank. Where, Technical specifications can be considered after initial onboarding approval with Basic details.
157	70	Guidelines, Compliance and Security requirements sl no 29	Goods and Service Tax (GST) reporting,	1)Do the proposed system need to calculate GST for every transaction charge applied to bill payment?	Yes. Bidder Solution should calculate and report GST to the Bank wherever applicable.
158	52	Annexure B Bidder's Eligibility Criteria sl no 17	In case the Bidder has existing agreements with the Bank, Bidder should certify that with respect to this engagement all other agreements will be superseded in case of any disputes.	Bidder suggests the bank to drop this eligibility requirement. Bidder feels every engagement with the bank is strictly in accordance with the agreed/signed agreements from time to time. Also RFP stage disputes if any does not affect previous contract engagements/agreements with the bank.	No Change in existing clause of the RFP.

159	49	Annexure B Bidder's Eligibility Criteria sl no 6	The Bidder should agree to the terms and conditions of Service Level Agreement (format placed at Annexure-K), should they are selected by the Bank to execute a contract with the Bank.	Bidder feels that bidder can declare in letterhead to comply to SLA as per mutually agreed SLA format ref Annexure K	No Change in existing clause of the RFP.
160	55	General requirements sl no 1-13	The bidder should provide for development, implementation, installation, integration, maintenance and support of Bharat Bill Payment Solution (COU and BOU) for State Bank of India in Internet banking/Mobile banking/SBI-RRB/ATM Channel/Kiosk channel/branch banking and IOT devices/	Is mentioned channel development involved in the scope to facilitate BBPOU system ? Facilities of view&pay,fetch and standing instructions as per RFP . Bank can provide the details of number of transactions/projected for future 5 years in each channel .This information is required to size the proposed solution HW and also bank to procure/facilitate the additional HW/infra/network/services to accommodate additions. Also bank can confirm the SBI RRB /sponsor bank details.	Kindly refer 'Page Implementation Plan' for capacity planning related details.
161	6	Clause 3: Definitions	vi. "The Contract Price / Project Cost" means the price payable to the Vendor	vi. "The Contract Price / Project Cost" means the price payable to the Vendor under the Contract for	No Change in existing clause of the RFP.
162	8	Clause 8: Contents	v. The information provided by the Bidders in response to this RFP will	v. The information provided by the Bidders in response to this RFP will become the property of	No Change in existing clause of the RFP.
163			viii.The EMD may be forfeited:- a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or	viii.The EMD may be forfeited:- a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or	

9	Clause 9: EMD	<p>c) if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP / Purchase Order.</p> <p>ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank / this department, in future, as per sole discretion of the Bank.</p>	<p>c) if the successful Bidder fails to sign the <u>mutually agreed</u> contract or furnish Performance Bank Guarantee, within the specified time period in the RFP / Purchase Order.</p> <p>ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank / this department, in future, as per sole discretion of the Bank.</p>	No Change in existing clause in RFP
164	<p>Clause 10: Bid Preparation and Submission</p> <p>####</p>	<p>(c) A letter on Bidder's letter head: -(iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.</p> <p>(iii) (g) Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty</p>	<p>(c) A letter on Bidder's letter head: -(iv) Confirming that they agree with all the terms and conditions mentioned in the RFP <u>subject to the deviations submitted with the bid proposal</u>:-</p> <p>(iii) (g) <u>Subject to the cost escalation provision agreed between the parties</u>, Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document, and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty</p>	No Change in existing clause in RFP
165	13	Clause 13: Period of	c. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if	No Change in existing clause in RFP
166	13	Clause 14: Willful misrepresentation of any fact within the Bid will lead to the	Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without	No Change in existing clause in RFP
167		The evaluation will also take into account:	The evaluation will also take into account:	

	14-15	Clause 16: Technical Evaluation	<p>d. Upgradation(s) assurance by the Bidder as per requirement of the Bank for the duration of the project. In case of upgradations, the Bank will have right to renegotiate the rates (depending upon prevailing rates) and go in for higher configurations (as per technological developments at that time)</p>	<p>d. Upgradation(s) assurance by the Bidder as per requirement of the Bank for the duration of the project. In case of upgradations, the Bank will have right to renegotiate the rates (depending upon prevailing rates) and go in for higher configurations (as per technological developments at that time) <u>both the parties shall mutually discuss the rates for such upgradations to be provided to the bank.</u></p>	No Change in existing clause in RFP
168	15-18	Clause 17: Evaluation of Price Bids and Finalization	<p>vii. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of Annexure-F within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.</p> <p>viii. Errors, if any, in the price breakup format will be rectified as under:</p> <p>(a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.</p> <p>If the Bidder does not accept the correction of errors, the Bid will be rejected.</p>	<p>vii. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of Annexure-F within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action <u>cancel the bid.</u></p> <p>viii. Errors, if any, in the price breakup format will be rectified as under:</p> <p>(a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.</p>	No Change in existing clause in RFP

169	18-19	Clause 19: Award Criteria	<p>ii. The successful Bidder will have to submit Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in part-II and strictly on the lines of format given at Annexure-L of this document together with acceptance of all terms and conditions of RFP.</p> <p>viii. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.</p> <p>ix. Failure of the successful Bidder to comply with the requirements / terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and / or PBG.</p>	<p>ii. The successful Bidder will have to submit Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in part-II and strictly on the lines of format given at Annexure-L of this document together with acceptance of all terms and conditions of RFP, <u>subject to the deviations submitted by the Bidder.</u></p> <p>viii. The Bank <u>with mutual consent of the vendor reserves the right to</u> stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.</p> <p>ix. Failure of the successful Bidder to comply with the requirements / terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and / or PBG.</p>	No Change in existing clause in RFP
170	19-20	Clause 20: Powers to	No alterations, amendments, omissions, additions, suspensions or	No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter	No Change in existing clause in RFP
171	20-21	Clause 21: No Waiver	Neither any sign-off, nor any payment by the Bank for acceptance of the	Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the-	No Change in existing clause in RFP
172			i. Performance Bank Guarantee [PBG] of the amount with validity period specified in part II of this RFP strictly on the format at Annexure-H is to be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be	i. Performance Bank Guarantee [PBG] of the amount with validity period specified in part II of this RFP strictly on the format at Annexure-H is to be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be	

	21	Clause 24: Performance Bank Guarantee	<p>submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.</p> <p>ii. The PBG is required to protect the interest of the Bank against the risk of non-performance of the successful Bidder in respect of successful implementation of the project which may warrant invoking of PBG, also if any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.</p>	<p>submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.</p> <p>ii. The PBG is required to protect the interest of the Bank against the risk of non-performance of the successful Bidder in respect of successful implementation of the project <u>as per the agreed scope of work</u> which may warrant invoking of PBG, also if any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.</p>	No Change in existing clause in RFP
173			<p>The Vendor should integrate the software as per the requirements of the Bank and carry out thorough system integration testing.</p> <p>System integration testing will be followed by user acceptance testing,</p>	<p>The Vendor should integrate the software as per the requirements of the Bank and carry out thorough system integration testing.</p> <p>System integration testing will be followed by user acceptance testing,</p>	

Clause 25:
System
Integration
Testing and User
Acceptance
Testing

21-22

plan for which has to be submitted by the Vendor to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. SBI staff / third Party Vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary on-site training for the purpose and should be provided by the Vendor. Vendor should carry out other testing like resiliency / benchmarking / load etc. Vendor should submit result log for all testing to the Bank.
On satisfactory completion of the aforementioned tests, the User Acceptance Test (UAT) letter will be issued to the vendor by the competent authority on the line of Annexure-I.

plan for which has to be submitted by the Vendor to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. SBI staff / third Party Vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary on-site training for the purpose and should be provided by the Vendor. Vendor should carry out other testing like resiliency / benchmarking / load etc. Vendor should submit result log for all testing to the Bank.
On satisfactory completion of the aforementioned tests, the User Acceptance Test (UAT) letter will be issued to the vendor by the competent authority ~~on the line of Annexure-I.~~ within a period of 7 days. In case of failure of the Bank to issue such UAT letter/certificate within such period after the satisfactory completion of the aforementioned tests, the UAT letter/certificate shall be deemed to have been provided by the Bank.

No Change in existing clause in RFP

			<p><u>The Deliverable shall also be considered to have been accepted by the Bank if the Bank fails to conduct the acceptance test within 2 (two) weeks after delivery. In any event, the Deliverables shall be considered to have been accepted if the Bank makes productive use of it without bidder's written consent.</u></p> <p><u>The Bank shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables.</u></p>	
174		<p>i. The selected Bidder shall support the Software Solution during the contract period as specified in Scope of work in this RFP from the <i>date of acceptance of the Software Solution</i> by State Bank of India.</p> <p>ii. During the contract period (if desired), the Bidder will have to undertake comprehensive support of the Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost . During the support period, the Bidder shall maintain the Software Solution to comply</p>	<p>i. The selected Bidder shall support the Software Solution during the contract period as specified in Scope of work in this RFP from the <i>date of acceptance of the Software Solution</i> by State Bank of India.</p> <p>ii. During the contract period (if desired), the Bidder will have to undertake comprehensive support of the Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost. During the</p>	

with parameters defined for acceptance criteria and the Bidder shall be

responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and

transport charges from and to the Site (s) in connection with the repair /

replacement of the Software Solution, which, under normal and proper use

and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

iii. During the support period, the vendor shall

ensure that services of professionally qualified personnel are available for

providing comprehensive on-site maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive

maintenance shall include, among other things, day to day maintenance of

support period, the Bidder shall maintain the Software Solution to comply

with parameters defined for acceptance criteria and the Bidder shall be

responsible for all costs relating to labour, spares, maintenance

(preventive and corrective), compliance of security requirements and

transport charges from and to the Site (s) in connection with the repair /

replacement of the Software Solution, which, under normal and proper use

and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

iii. During the support period, the vendor shall

ensure that services of professionally qualified personnel are available for

providing comprehensive on-site maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive

Clause 27:
Warranty
and
22-24 Annual
Maintenan
ce
Contract

the Software Solution as per the Bank's policy, reloading of firmware / software, compliance to security requirements, etc. when required or in the event of system crash / malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.

maintenance shall include, among other things, day to day maintenance of the Software Solution as per the Bank's policy, reloading of firmware / software, compliance to security requirements, etc. when required or in the event of system crash / malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational to the ~~full satisfaction~~ as per the agreed specifications of the Bank within the given timelines.

No Change in existing clause in RFP

The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the Bank. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables on incompatible hardware not recommended by Bidder; (ii) any change, not made by Bidder, to some or all of the deliverables; or

(iii) if the deliverables have been tampered with, altered or modified by the Bank without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder by Bank in connection with the preparation of the deliverable.

In case of breach of this warranty, Bank's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to the Bank if already paid by the Bank.

			<p><u>EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO BANK, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER.</u></p>	
175	Clause 28: Compliance with IS Security Policy	<p>The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:</p> <p>iv. Physical Security of the facilities</p>	<p>The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:</p> <p>iv. Physical Security of the facilities</p>	No Change in existing clause in RFP
176		<p>v. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.</p>	<p>v. <u>Subject to the cost escalation provision agreed between the parties,</u> Prices payable to the Vendor as stated in the Contract shall be firm, and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.</p>	

	24-25	Clause 31: Purchase Price	<p>vi. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period</p>	<p><u>Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Bidder.</u></p> <p>vi. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period</p>	No Change in existing clause in RFP
177			<p>i. The Bank reserves the right to carry out pre-shipment factory / godown inspection by a team of Bank officials or demand a demonstration of the product on a representative model at Bidder's place.</p> <p>ii. The Inspection and Quality Control tests before evaluation, prior to</p>	<p>i. The Bank reserves the right to carry out pre-shipment factory / godown inspection by a team of Bank officials or demand a demonstration of the product on a representative model at Bidder's place.</p> <p>ii. The Inspection and Quality Control tests before evaluation, prior to</p>	

shipment of goods and at the time of final acceptance would be as follows:

a) In the event of the Software Solution failing to pass the acceptance test,

as per the specifications given, a period not exceeding two weeks will be

given to rectify the defects and clear the acceptance test, failing which,

the Bank reserves the right to cancel the Purchase Order.

b) The inspection and quality control tests may also be conducted at the

point of delivery and / or at the goods' final destination. Reasonable facilities and assistance, including access to drawings and production

data, shall be furnished to the inspectors, at no charge to the Bank. In

case of failure by the Vendor to provide necessary facility / equipment at

its premises, all the cost of such inspection like travel, boarding, lodging

& other incidental expenses of the Bank's representatives to be borne by

shipment of goods and at the time of final acceptance would be as follows:

a) In the event of the Software Solution failing to pass the acceptance test,

as per the specifications given, a period not exceeding two weeks will be

given to rectify the defects and clear the acceptance test, failing which, the Bank will provide another opportunity to the vendor to rectify the defects. In the vendor fails to clear the acceptance tests for the second time, the Bank-reserves the right to cancel the Purchase Order.

b) The inspection and quality control tests may also be conducted at the

point of delivery and / or at the goods' final destination. Reasonable facilities and assistance, including access to drawings and production

data, shall be furnished to the inspectors, at no charge to the Bank. ~~It~~

~~case of failure by the Vendor to provide necessary facility / equipment at~~

~~its premises, all the cost of such inspection like travel, boarding, lodging~~

~~& other incidental expenses of the Bank's representatives to be borne by~~

25-26

Clause 32:
Inspection
and
Quality
Control
Tests

the Vendor.

c) Nothing stated herein above shall in any way release the Vendor from any warranty or other obligations under this contract.

iii. The Bank's right to inspect, test the product / solution after delivery of the same to the Bank and where necessary reject the products / solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products / solution having previously being inspected, tested and passed by the Bank or its representative prior to the products / solution shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

iv. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

~~the Vendor.~~

c) Nothing stated herein above shall in any way release the Vendor from any warranty or other obligations under this contract.

iii. The Bank's right to inspect, test the product / solution after delivery of the same to the Bank and where necessary reject the products / solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products / solution having previously being inspected, tested and passed by the Bank or its representative prior to the products / solution shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

iv. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

v. System integration testing and User Acceptance testing will be carried out

No Change in existing clause in RFP

v. System integration testing and User Acceptance testing will be carried out as per requirement of the Bank.

as per requirement of the Bank.

The application software (if any) will be delivered/installed for acceptance to BUYER as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BUYER. BUYER will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by BUYER. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by BUYER, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a

			<p><u>deviation from the baseline immediately following the acceptance, whichever is later. BUYER will confirm acceptance in writing to Bidder. The BUYER shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by BUYER if the BUYER (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).</u></p> <p><u>Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the BUYER. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.</u></p>	
178		The Selected Bidder (Service Provider) has to get itself annually audited	The Selected Bidder (Service Provider) has to get itself annually audited	

by internal / external empanelled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory

authority, covering the risk parameters finalized by the Bank / such

auditors in the areas of products (IT hardware / software) and services

etc. provided to the Bank and the Service Provider is required to submit

such certification by such Auditors to the Bank. The Service Provider and

or his / their outsourced agents / sub – contractors (if allowed by the

Bank) shall facilitate the same The Bank can make its expert assessment

on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records / data to them. All costs for such

audit shall be borne by the Bank.

Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification

by internal / external empanelled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory

authority, covering the risk parameters finalized by the Bank / such

auditors in the areas of products (IT hardware / software) and services

etc. provided to the Bank and the Service Provider is required to submit

such certification by such Auditors to the Bank. The Service Provider and

or his / their outsourced agents / sub – contractors (if allowed by the

Bank) shall facilitate the same The Bank can make its expert assessment

on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors,

furnish all relevant information, records / data to them. All costs for such

audit shall be borne by the Bank.

Where any deficiency has been observed during audit of the Service

Provider on the risk parameters finalized by the Bank or in the certification

Clause 33:
26-27 Right to Audit

submitted by the Auditors, the Service Provider shall correct / resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

Service Provider shall, whenever required by the Bank, furnish all relevant information, records / data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

submitted by the Auditors, the Service Provider shall correct / resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

Service Provider shall, whenever required by the Bank, furnish all relevant information, records / data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

No Change in existing clause in RFP

			<p><u>Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Bidder which shall not be less than 10 days. The Bank shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless the Bank relieves Bidder from meeting the applicable service levels.</u></p>		
179	27	Clause 34: Sub-Contracting	<p>As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.</p>	<p>As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors, <u>which shall not be unreasonably withheld by the Bank.. Bank at its own discretion may permit or deny the same.</u></p>	No Change in existing clause in RFP
180	26	Clause 35: Validity of	<p>The Agreement/ SLA will be valid for the period up to end of support period.</p>	<p>The Agreement/ SLA will be valid for the period up to end of support period. The BankEither Party</p>	No Change in existing clause in RFP
181			<p>i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for</p>	<p>i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for</p>	

damages to the Bank arising under or in connection with this agreement

for an amount exceeding the total Cost of the Project. Service provider will

ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and / or leakage of

confidential customer / Bank's related information to the extent of loss so caused.

ii. The limitations set forth herein shall not apply with respect to:

a) claims that are the subject of indemnification pursuant to IPR

infringement,

b) damage(s) occasioned by the gross negligence, fraud or willful

misconduct of Service Provider,

c) damage(s) occasioned by Service Provider for breach of Confidentiality

Obligations,

d) When a dispute is settled by the Court of Law in India.

damages to the Bank arising under or in connection with this agreement for an amount exceeding the amount paid to Bidder by Bank in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose).

~~exceeding the total Cost of the Project.~~ Service provider will

~~ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and / or leakage of~~

~~confidential customer / Bank's related information to the extent of loss so caused.~~

ii. The limitations set forth herein shall not apply with respect to:

a) claims that are the subject of indemnification pursuant to IPR

infringement,

b) damage(s) occasioned by the ~~gross negligence, fraud or willful~~

misconduct of Service Provider,

~~c) damage(s) occasioned by Service Provider for breach of Confidentiality~~

Obligations,

~~d) When a dispute is settled by the Court of Law in India.~~

~~e) Regulatory or statutory fines imposed by a Government or Regulatory~~

27-28

Clause 36:
Limitation
of Liability

e) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

~~agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.~~

In no event Service Provider shall be liable, whether in contract, tort, or otherwise, for any special, punitive, indirect, exemplary, consequential, or incidental losses, damages, claims, liabilities, charges, costs, expenses or injuries, including, without limitation, loss of use, data, profits, revenues, business and for any claims of customers of the Bank or other third parties claiming through the Bank arising under or in connection with this Agreement even if such Party has been advised in advance of their possibility.

Service Provider shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Bank or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank,

No Change in existing clause in RFP

			<p><u>then Service Provider shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank. Such failures or delays shall be brought to the notice of the Bank and subject to mutual agreement with the Bank, then Service Provider shall take such actions as may be necessary to correct or remedy the failures or delays. Service Provider shall be entitled to invoice the Bank for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.</u></p>	
182		<p>Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to</p>	<p>Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to</p>	

Clause 37:
28 Confidentiality

be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party / published without the written approval of the Bank.

ii. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.

iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of

be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party / published without the written approval of the Bank.

The bank should also maintain the confidentiality of the information, data, documents etc shared by the bidder to Bank.

Every piece of Confidential information should be designated or marked as 'confidential' by the Disclosing Party at the time of disclosure of such information to the Receiving Party or where disclosed orally being confirmed in writing by the Disclosing Party within five days of such oral disclosure.

ii. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an

No Change in existing clause in RFP

		<p>the Vendor's performance under the Contract, if so required by the Bank.</p>	<p>adequate remedy; therefore, Bank shall be entitled to injunctive relief to</p> <p>restrain Bidder from any such breach, threatened or actual.</p> <p>iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.</p> <p><u>This restriction does not limit the right to use confidential information if it:</u></p> <p>a. <u>Is obtained from another source without restriction.</u></p> <p>b. <u>Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality;</u></p> <p>c. <u>becomes generally known to the public without violation of this Proposal;</u></p> <p>d. <u>is independently developed by the receiving party without the use of confidential information and without the participation of individuals who have had access to confidential information;</u></p> <p>e. <u>is required to be provided under any law, or process of law duly executed.</u></p>	
183		<p>iii. Any delay in performing the obligation / defect in performance by the Vendor may result in imposition of penalty, liquidated damages,</p>	<p>iii. Any <u>repeated</u> delay in performing the obligation / defect in performance by the Vendor may result in imposition of penalty, liquidated damages,</p>	

	28-29	Clause 38: invocation of Performance Bank Delay in Guarantee and / or termination of the vendor's performance (as laid down elsewhere in this RFP document)	invocation of Performance Bank Guarantee and / or termination of contract (as laid down elsewhere in this RFP document) <u>provided the delay or failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure</u>	No Change in existing clause in RFP	
184	30	Clause 40: Technical	iii. The Vendor shall also provide the MIS reports as per requirements of the	iii. The Vendor shall also provide the MIS reports as per requirements of the Bank. Any level/ version	No Change in existing clause in RFP
185			<p>i. For any licensed software used by the finally selected L1 Vendor for performing services or developing software for the Bank, the Vendor shall have the right as well as the right to license for the outsourced services or third party software development. Any license or IPR violation on the part of Vendor / Subcontractor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.</p> <p>ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of</p>	<p>i. For any licensed software used by the finally selected L1 Vendor for performing services or developing software for the Bank, the Vendor shall have the right as well as the right to license for the outsourced services or third party software development. Any license or IPR violation on the part of Vendor / Subcontractor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.</p> <p>ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of</p>	

Intellectual Property Rights including patent, trademark, copyright, trade

secret or industrial design rights arising from use of the products or any

part thereof in India or abroad for software developed as part of this engagement.. In case of violation / infringement of patent /

trademark / copyright / trade secrete or industrial design, the supplier shall

after due inspection and testing get the solution redesigned for the Bank,

at no extra cost.

iii. The Vendor shall expeditiously extinguish any such claims and shall have

full rights to defend itself there from. If the Bank is required to pay

compensation to a third party resulting from such infringement(s), the

Vendor shall be fully responsible therefore, including all expenses and

court and legal fees.

iv. The Bank will give notice to the Vendor of any such claim without delay,

Intellectual Property Rights including patent, trademark, copyright, trade

secret or industrial design rights arising from use of the products or any

part thereof in India or abroad, for software developed as part of this engagement. ~~In case of violation / infringement of patent /~~

~~trademark / copyright / trade secrete or industrial design, the supplier shall~~

~~after due inspection and testing get the solution redesigned for the Bank,~~

~~at no extra cost.~~

iii. The Vendor shall expeditiously extinguish any such claims and shall have

full rights to defend itself there from. ~~If the Bank is required to pay~~

~~compensation to a third party resulting from such infringement(s), the~~

~~Vendor shall be fully responsible therefore, including all expenses and~~

~~court and legal fees.~~

iv. The Bank will give notice to the Vendor of any such claim without delay,

provide reasonable assistance to the Vendor in disposing of the claim, and

shall at no time admit to any liability for or express any intent to settle the

claim.

provide reasonable assistance to the Vendor in disposing of the claim, and

shall at no time admit to any liability for or express any intent to settle the claim.

Vendor shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Vendor's compliance with Bank's specific technical designs or instructions (except where Vendor knew or should have known that such compliance was likely to result in an Infringement Claim and Vendor did not inform Bank of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material; (iii) modification of a Deliverable after delivery by Vendor to Bank if such modification was not made by or on behalf of the Vendor; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Vendor; or

(v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Vendor ; or (v) use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Vendor .

In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Vendor is required to indemnify Bank under this section according to a final decision of the courts or in the view of Vendor, Vendor, may at its own expense and option: (i) procure for Bank the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement,

30-31

Clause 41:
Patent
Rights/Int
ellectual
Property
Rights

the Vendor shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Vendor and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights. The Bank warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.

v. The source code /object code /executable code and compilation procedures of the Software Solution made under this agreement are the proprietary property of the Bank and as such the vendor shall make them available to the Bank after successful User Acceptance Testing. Vendor agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all Intellectual Property Rights, copyrights. Any work made under this agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

No Change in existing clause in RFP

Supplier's Proprietary Software and Pre-Existing IP:
Bank acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Supplier's proprietary software or tools. If Supplier and Bank mutually agree that the Supplier provides to Bank any proprietary software or tools of Supplier or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Supplier or of a third party.

Further, Bank acknowledges that in performing Services under this Agreement Supplier may use Supplier's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Supplier prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Supplier Pre-Existing IP").

Notwithstanding anything to the contrary contained in this Agreement, Supplier shall continue to retain all the ownership, the rights title and interests to all Supplier Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Supplier from using Supplier Pre-Existing IP in any manner. To the extent that any Supplier Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Supplier hereby grants to Bank a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Supplier Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded.

The foregoing license does not authorize Bank to (a) separate Supplier Pre-Existing IP from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Supplier Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Supplier in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Supplier Pre-Existing IP.

			<p><u>Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Supplier shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Supplier (including without limitation any affiliate, competitor or potential competitor of the Bank. Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party</u></p>	
186		<p>If the Vendor fails to deliver any or all of the products / solution or perform the services within the stipulated time schedule as specified in this RFP / Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without</p> <p>Clause 42: the application of Liquidated Damages, deduct from the Contract Price, as</p>	<p>If the Vendor fails to deliver any or all of the products / solution or perform the services within the stipulated time schedule as specified in this RFP / Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without</p> <p>the application of Liquidated Damages, deduct from the Contract Price, as</p>	<p>No Change in existing clause in RFP</p>
	31	<p>Liquidated Damages</p>		

		Damages	<p>liquidated damages mentioned in part II (Schedule of Events, SI No 19).</p> <p>Once the maximum deduction is reached, the Bank may consider termination of the Contract.</p>	<p>liquidated damages mentioned in part II (Schedule of Events, SI No 19).</p> <p>Once the maximum deduction is reached, the Bank may consider termination of the Contract.</p> <p><u>The LD is applicable only if the delay or failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure</u></p>	
187	31-33	Clause 43: Conflict of Interest	<p>Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:</p> <p>(f) Such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.</p>	<p>Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:</p> <p>(f) Such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.</p>	No Change in existing clause in RFP
188			<p>ii. Without prejudice to the rights of the Bank under Clause 44(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices during the</p>	<p>ii. Without prejudice to the rights of the Bank under Clause 44(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices during the</p>	

	33-34	<p>Clause 44: Fraud and Corrupt Practices</p> <p>bidding Process, such Bidder shall not be eligible to participate in any EOI / RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices, as the case may be.</p>	<p>bidding Process, such Bidder shall not be eligible to participate in any EOI / RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices, as the case may be.</p>	No Change in existing clause in RFP
189		<p>i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:</p> <p>a. If the Vendor fails to deliver any or all of the Software Solution and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or</p>	<p>i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:</p> <p>a. If the Vendor fails to deliver any or all of the Software Solution and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank, <u>the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure</u>; or</p>	

b. If the vendor fails to perform any other obligation(s) under the contract ;

or

c. Laxity in adherence to standards laid down by the Bank; or

d. Discrepancies / deviations in the agreed processes and / or Software Solution; or

e. Violations of terms and conditions stipulated in this RFP.

ii. In the event the Bank terminates the Contract in whole or in part for the

breaches attributable to the Vendor, the Bank may procure, upon such

terms and in such manner as it deems appropriate, Software Solution and

Services similar to those undelivered, and the Vendor shall be liable to the

b. If the vendor fails to perform any other material obligation(s) under the contract, the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure

or

~~c. Laxity in adherence to standards laid down by the Bank; or~~

d. Discrepancies / deviations in the agreed processes and / or Software Solution; or

e. Violations of material terms and conditions stipulated in this RFP.

Prior to providing a written notice of termination to the Selected Bidder, Bank shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.

ii. In the event the Bank terminates the Contract in whole or in part for the

34-35
Clause 45:
Termination for Default

Bank for any increase in cost for such similar Software Solution and / or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

lii. If the contract is terminated under any termination clause, the vendor shall handover all documents / executable / Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

iv. During the transition, the Vendor shall also support the Bank on technical queries / support on process implementation or in case of software provision for future upgrades.

breaches attributable to the Vendor, the Bank may procure, ~~upon such~~ ~~terms and in such manner as it deems appropriate,~~ Software Solution and Services similar to those undelivered, and the Vendor shall be liable to the Bank_ for any increase in cost for such similar Software Solution and / or Services. However, any such excess costs should be limited to 5% of the costs of undelivered goods or services ~~However, t~~The Vendor shall continue performance of the Contract to the extent not terminated.

lii. If the contract is terminated under any termination clause, the vendor shall handover all documents / executable / Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

No Change in existing clause in RFP

In the event of this agreement being terminated, the Bank shall be liable to make payments of all the amount due under this agreement for which services have been rendered by the Bidder to the Bank till the date of termination.

v. The Bank's right to terminate the Contract will be in addition to the penalties

/ liquidated damages and other actions as deemed fit.

Vendor shall also have the right to terminate the agreement if the Bank commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same within 15 days provided for curing such breach.

vi. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without

prejudice to any other right, the Bank at its sole discretion may make

alternate arrangement for getting the Services contracted with another

vendor. In such case, the Bank shall give prior notice to the existing Service

Provider. The existing Service Provider shall continue to provide services as

per the terms of contract until a 'New Service Provider' completely takes

iv. During the transition, the Vendor shall also support the Bank on technical queries / support on process implementation ~~or increase of software provision~~ for future upgrades.

v. The Bank's right to terminate the Contract will be in addition to the penalties

over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **as provided in Part-II, (Schedule of Events, SI No 20)** on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

~~/ liquidated damages and other actions as deemed fit.~~

vi. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service

Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at ~~no an~~ extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **as provided in Part II, (Schedule of Events, SI No 20)** on demand to the Bank, which may be settled from the payment of invoices or Performance

			<p>Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.</p>
190		<p>i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial</p>	<p>i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial</p>

		<p>considerations or those involving fault or negligence on the part of the party claiming Force Majeure.</p> <p>iii. If a Force Majeure situation arises, the Vendor shall promptly notify the</p> <p>Clause 46: Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>22.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.</p>	<p>considerations or those involving fault or negligence on the part of the party claiming Force Majeure.</p> <p><u>In such a case the time for performance shall be extended by a period(s) not less than the duration of such delay.</u></p> <p>iii. If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>	<p>No Change in existing clause in RFP</p>
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			<p>22.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.</p>	
191	36	<p>Clause 47: Termination for Insolvency</p> <p>The Bank may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the</p>	<p>The Bank Either Party may, at any time, terminate the Contract by giving written notice to the Vendor other party, if the other party Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, <u>Bank shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder.</u> termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the</p>	No Change in existing clause in RFP

		Bank.	Bank.	
192	36 Clause 48: Termination for Convenience	<p>The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.</p>	<p>The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p><u>In such case, Bank shall pay the following amounts to the vendor:</u></p> <p>a) <u>The Contract Price, properly attributable to the parts of the system/project executed by the Vendor as of the date of termination including also the work in progress, up to the date of termination. The term "work in progress" shall include but not limited to the value of deliverables/Product meant for delivery to the Bank (i) for which service delivery process was initiated by the Bidder or its vendor prior to the date of notice of termination of Contract; or (ii) order was placed by the Bidder on its vendors, prior to the date of notice of termination.</u></p>	No Change in existing clause in RFP

			<p>b) <u>The cost of satisfying all other obligations, commitments and claims that the Vendor may in good faith have undertaken with third parties in connection with the contract.</u></p> <p>c) <u>The cost of all the material, hardware, equipments, and manpower etc, purchased and/or employed by the Vendor for performing its obligations under the Contract.</u></p> <p>d) <u>The cost of removing all Vendor 's Equipment from the site, repatriate the Vendor's and its Subcontractors" personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind.</u></p> <p>e) <u>The cost of meeting any other obligations towards the Bank due to such termination.</u></p>	
193	36-37	Clause 49: Disputes/ Arbitration	<p>The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.</p> <p>The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained <u>and the Bank shall continue to make payment for the services already delivered by the Bidder to Bank.</u></p>	No Change in existing clause in RFP
194			<p>a. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Vendor shall include all such taxes</p> <p>a. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Vendor shall include all such taxes</p>	

in the contract price.

b. Prices quoted should be exclusive of all Central / State Government taxes

/ duties and levies but inclusive of Custom duty as also cost of incidental

services such as transportation, road permits, insurance etc. The quoted

prices and taxes / duties and statutory levies such as Service tax, VAT /

Sales tax, Excise duty, Custom duty, Octroi, etc. should be specified in the

separate sheet **(Annexure-F)**.

c. Custom duty as also cost of incidental services such as transportation,

in the contract price.

b. Prices quoted should be exclusive of all Central / State Government taxes

/ duties and levies, any sales, use, value added tax, service taxes or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, BANK shall be responsible to pay or reimburse Bidder the amount of such taxes. Where applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the BANK. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.

but inclusive of Custom duty as also cost of incidental

services such as transportation, road permits, insurance etc. The quoted

prices and taxes / duties and statutory levies such as Service tax, VAT /

Sales tax, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet **(Annexure-F)**.

37-38
Clause 52:
Taxes and
Duties

road permits, insurance etc. in connection with delivery of products at site

including any incidental services and commissioning, if any, which may be

levied, shall be borne by the Vendor and the Bank shall not be liable for

the same. Only specified taxes / levies and duties in the **Annexure-F** will

be payable by the Bank on actual upon production of original receipt

wherever required. If any specified taxes/ levies and duties in **Annexure-F**

are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central /

State Government taxes, levies, duties or any tax / duties imposed by local

bodies / authorities, which are not specified by the Bidder in **Annexure-F**

d. Prices payable to the Vendor as stated in the Contract shall be firm and

Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Bidder.

c. Custom duty as also cost of incidental services such as transportation,

road permits, insurance etc. in connection with delivery of products at site

including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the Bank shall not be liable for

the same. Only specified taxes / levies and duties in the **Annexure-F** will

be payable by the Bank on actual upon production of original receipt

wherever required. If any specified taxes/ levies and duties in **Annexure-F**

are replaced by the new legislation of Government, same shall be borne

No Change in existing clause in RFP

not subject to adjustment during performance of the Contract, irrespective

of reasons whatsoever, including exchange rate fluctuations, any upward

revision in Custom duty. The Bidder will pass on to the Bank, all fiscal

benefits arising out of reductions, if any, in Government levies viz. custom

duty or the benefit of discounts if any announced in respect of the cost of

the items for which orders have been placed during that period.

e. Income / Corporate Taxes in India: The Bidder shall be liable to pay all

corporate taxes and income tax that shall be levied according to the laws

and regulations applicable from time to time in India and the price Bid by

the Bidder shall include all such taxes in the contract price.

f. All expenses, stamp duty and other charges / expenses in connection with

the execution of the Agreement as a result of this RFP process shall be

by the Bank. The Bank shall not be liable for payment of those Central /

State Government taxes, levies, duties or any tax / duties imposed by local

bodies / authorities, which are not specified by the Bidder in **Annexure-F**

d. Subject to the cost escalation provision agreed between the parties, Pprices payable to the Vendor as stated in the Contract shall be firm and

~~not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward~~

~~revision in Custom duty. The Bidder will pass on to the Bank, all fiscal~~

~~benefits arising out of reductions, if any, in Government levies viz. custom~~

~~duty or the benefit of discounts if any announced in respect of the cost of~~

~~the items for which orders have been placed during that period.~~

e. Income / Corporate Taxes in India: The Bidder shall be liable to pay all

corporate taxes and income tax that shall be levied according to the laws

			borne by the Vendor	and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price. f. All expenses, stamp duty and other charges / expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor	
195	41	Point 13 of Schedule of Events:	20% of the Project Cost	10_20 % of the Project Cost	15% of the Project Cost
196				10 80% on license delivery Remaining 20% shall be released on submission of Performance Bank Guarantee <u>Please add:</u>	

	41-43	Point 17 of Schedule of Events: Terms of Payment		<p>All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Bank and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. Any dispute regarding the invoice will be communicated to the selected bidder within 10 days from the date of receipt of the invoice else the invoice is deemed to have been accepted by the bank.</p>	No Change in existing clause in RFP
197	43	Point 19 of Schedule of Events: Liquidated Damages	<p>Note for Reference: Range for liquidated damages may be fixed, a sum equivalent to 0.5 or 1 % per week or part thereof of Contract Price subject to maximum deduction of 5% or 10 % of the Contract Price for delay of each week or part thereof.</p>	<p>Note for Reference: Range for liquidated damages may be fixed, a sum equivalent to 0.5 or 1 % per week or part thereof of <u>value of the delayed goods or services</u> Contract Price subject to maximum deduction of 5% or 10 % of the <u>value of the delayed goods or services</u> Contract Price for delay of each week or part thereof.</p> <p>The LD shall be applicable only if the delay is for <u>the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure</u></p>	No Change in existing clause in RFP
198	43	Point 20 of Schedule of Events:	10% of the total Project Cost	10 % of the total Project cost	No Change in existing clause in RFP

Disclaimer: Due to formatting constraints, Bank have cropped certain texts in Pre-Bid Queries without altering the essence of the same.