

PREBID QUERIES – REQUEST FOR PROPOSAL (TENDER) FOR INTEGRATED CORE BANKING SOLUTION FOR INTERNATIONAL OPERATIONS

Ref. No. CO/DIT/2025-26/439

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
1	10	5. Eligibility Criteria Sr.No.4	4. The bidder must have average Annual turnover of minimum ₹1000 Crores in IT business from India operations only, in the last three financial years (i.e. 2022-23, 2023-24 and 2024-25) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	Request the Bank to grant an exception for MSME bidders regarding the Average Annual Turnover requirement to 40 Crores . Lot of your other peer banks have provided this turnover relaxation for the participating MSE Bidders, as per the GOI guidelines. Even your bank has provided this relaxation in the recent RFP floated for ALM Solution. (or) Request to make the criteria to Bidder / OEM similar to other Eligibility criterias	No Change
2	11	5. Eligibility Criteria Sr.No.7	7. The Bidder / OEM should have experience of implementation / Integration with successful running instance of GIFT City Core Banking, Trade and Treasury Software Application at least with one PSU Bank as on date of RFP.	Request the Bank to consider Overseas Implementation Experience outside of India also, as the bank is looking to implement the CBS solution for their international operations.	No Change
3	11	5. Eligibility Criteria Sr.No.12	12. Bidder should be either an Original Equipment Manufacturer (OEM) of devices/ software solutions or authorized partner of OEM. In case the bidder is an Authorized partner of the OEM, Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM. OEM can quote directly or through authorized partners. However, both i.e. OEM & their authorized partner cannot participate in the RFP. In case, both (OEM & his authorized partner) participate, only bid of the OEM will be considered	Request the bank to allow the bidders to make suitable changes in the MAF and also with reference to the statement that in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM. (Limited to the licenses and ATS support) We request the bank to allow making changes in accordance to OEM standard licensing terms, conditions and warranties, as agreed between the Bidder and OEM.	For the purpose of obtaining manufacturer's authorization Bank has a standard format as included in the RFP as Annexure – W (Manufacturer Authorization Form (MAF)). All the concerned manufacturer's authorization is obtained in the same format. In case any manufacturer gives authorization in other format , please ensure that it covers all the terms and conditions mentioned in our standard format.
4	136	Annexure-W – Manufacturer Authorization Form	Annexure-W – Manufacturer Authorization Form	Please accept the Manufacturer Authorization Form (MAF) issued by the OEM in their format.	For the purpose of obtaining manufacturer's authorization Bank has a standard format as included in the RFP as Annexure – W (Manufacturer Authorization Form (MAF)). All the concerned manufacturer's authorization is obtained in the same format. In case any manufacturer gives authorization in other format , please ensure that it covers all the terms and conditions mentioned in our standard format.
5	19 - 20	8. Infrastructure	8. Infrastructure	The RFP indicates RHEL 9+ or Windows Server 2022+ as the operating systems and also mentions that Windows Server 2022+ licenses will be provided by the Bank. Kindly confirm whether RHEL 9+ licenses/subscription will also be provided by the Bank, or if the bidder is required to include RHEL 9+ licenses/subscription in the commercial bid.	In case of Operating Systems as Windows Server 2022+, Bank will provide licenses and hence bidder need not to include commercial for the same. For any other Operating System like RHEL 9+ bidder has to provide licenses / subscription for a entire tenure of the project and should include the same in commercial bid.
6	19 - 20	8. Infrastructure	8. Infrastructure	The Bank has an Oracle EULA arrangement. Kindly confirm the below mentioned Oracle Database Enterprise Edition options are covered under the EULA. •Real Application Clusters (RAC) •Diagnostics Pack •Tuning Pack •Oracle Active Data Guard (for real-time replication)	Bank is having following products covered under Oracle EULA - • Real Application Clusters (RAC) • Diagnostics Pack • Tuning Pack • Oracle Active Data Guard (for real-time replication)
7	19 - 20	8. Infrastructure	8. Infrastructure	Kindly confirm whether the following Oracle technology licenses are covered under the Bank's EULA. •Oracle WebLogic Suite for Oracle Applications •Oracle Web Tier •Oracle Analytics Publisher / Oracle Analytics Server for Oracle Applications	Bank is having following Oracle Technology licenses covered under Bank's EULA - • Oracle WebLogic Suite for Oracle Applications
8	21	9. Software Maintenance & Support Services during Warranty & AMC	Enhancements / customizations in the software due to mandatory (statutory and regulatory) requirements need to be provided by Bidder at no extra cost to the Bank	We request the bank to treat any customizations under Change Management Cost.	No Change

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9	52	25. Evaluation Methodology for Eligible Bidder		We kindly request the bank to include MSE Purchase Preference Policies and guidelines also for the evaluation purpose.	No Change
10	58	33. Payment Terms	The scope of work is divided in different areas, the payment would be linked to delivery, and acceptance of each area as explained below. Payment will be released based on the following milestone and Terms & Condition subject to submission of the Performance Bank Guarantee of 10% of the project cost.	Kindly request the bank to reduce the PBG to 5% of the project cost.	The scope of work is divided in different areas, the payment would be linked to delivery, and acceptance of each area as explained below. Payment will be released based on the following milestone and Terms & Condition subject to submission of the Performance Bank Guarantee of 5% of the project cost.
11	58	33. Payment Terms 33.1.A)	33.1 Fixed Cost, A) Application License Cost:	We request the Bank to make 100% payment of License Cost upon Delivery of Licenses.	No Change
12	58	33. Payment Terms 33.1.B)	33.1 Fixed Cost, B) Third Party Software License Cost	We request the Bank to make 100% payment of License Cost upon Delivery of Licenses.	No Change
13	58	33. Payment Terms 33.1.C)	33.1 Fixed Cost, C) Implementation Cost	We request the Bank to make 20% payment of Implementation Cost for Installation of Software in UAT, DC & DR and make 20% payment of Implementation Cost for Go-Live of Remaining Modules (Phase – III) / Go-Live of Project	No Change
14	59	33. Payment Terms 33.2.A)	33.2 Service Cost :- A) Annual Technical Support (ATS) :- The payment will be released quarterly in arrear after completion of one year warranty period and as per actual.	We request the Bank to make 100% payment of ATS yearly in advance	A)Annual Technical Support (ATS) :- The payment will be released annually in advance on submission of back to back arrangement document from OEM for ATS support and after completion of one year warranty period.
15	59	33. Payment Terms 33.2 AMC & ATS and Other Warranty Costs	AMC & ATS and Other Warranty Costs Bidder shall provide the maintenance (Warranty, AMC & ATS) for a period of five years from the Go-Live of project. For in-scope software licenses, warranty period should be of 5 years from the date of installation or 61 months from the date of delivery whichever is earlier.	We request the bank to make the required changes in-scope software licenses, warranty period should be of 5 years from the date of installation or 60 months from the date of delivery whichever is earlier.	No Change
16	61	33. Payment Terms 33.2 Fixed Price d) & f)	d) ATS of Application - Payable quarterly at the end of each quarter against receipt of quarterly report of actual utilization duly signed by Bank's identified official. f) Payment will be made quarterly in arrears for annual technical support against the receipt of service report of previous quarter from the Bank's project/operation manager.	We request the Bank to make 100% payment of ATS yearly in advance	A)Annual Technical Support (ATS) :- The payment will be released annually in advance on submission of back to back arrangement document from OEM for ATS support and after completion of one year warranty period. B)Facility Management: - The payment will be released quarterly in arrear from the date of Go-Live of the project and as per actual.
17	64	38. Contract Period	The successful bidder(s) shall be required to enter into a SLA with Bank within 21 days of the award of contract or within such extended period as may be specified by Bank. Initially contract will be signed for five (5) years.	We request the bank to clarify on the contract period- 6 months for implementation+5 Years Warranty (ATS Support), which is 5 Years 6 Month contract duration	Contract period of 5 years from the Go-Live of complete project
18	65	40. Annual Technical Support d)	The ATS charges per annum should be maximum 10% of the cost of software license.	We request the bank to change the clause to following: The ATS charges per annum should be maximum 22% of the cost of software license.	Clause Deleted
19	91	Annexure-C – Eligibility Criteria Sr.No.4	4. The bidder must have average Annual turnover of minimum ₹1000 Crores in IT business from India operations only, in the last three financial years (i.e. 2022-23, 2023-24 and 2024-25) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	Request the Bank to grant an exception for MSME bidders regarding the Average Annual Turnover requirement to 40 Crores. Lot of your other peer banks have provided this turnover relaxation for the participating MSE Bidders, as per the GOI guidelines. Even your bank has provided this relaxation in the recent RFP floated for ALM Solution.	No Change
20	91	Annexure-C – Eligibility Criteria Sr.No.7	7. The Bidder / OEM should have experience of implementation / Integration with successful running instance of GIFT City Core Banking, Trade and Treasury Software Application at least with one PSU Bank as on date of RFP.	Request the Bank to consider Overseas Implementation Experience outside of India also, as the bank is looking to implement the CBS solution for their international operations.	No Change
21	92	Annexure-C – Eligibility Criteria Sr.No.12	12. Bidder should be either an Original Equipment Manufacturer (OEM) of devices/ software solutions or authorized partner of OEM. In case the bidder is an Authorized partner of the OEM, Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM	Request the bank to allow the bidders to make suitable changes in the MAF and also with reference to the statement that in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM. (Limited to the licenses and ATS support)	For the purpose of obtaining manufacturer's authorization Bank has a standard format as included in the RFP as Annexure – W (Manufacturer Authorization Form (MAF)). All the concerned manufacturer's authorization is obtained in the same format. In case any manufacturer gives authorization in other format , please ensure that it covers all the terms and conditions mentioned in our standard format.

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			during the contract period, contracted services will be provided by OEM. OEM can quote directly or through authorized partners. However, both i.e. OEM & their authorized partner cannot participate in the RFP. In case, both (OEM & his authorized partner) participate, only bid of the OEM will be considered	We request the bank to allow making changes in accordance to OEM standard licensing terms, conditions and warranties, as agreed between the Bidder and OEM.	
22	101	Annexure-F – Un-priced (masked) Commercial bid format E.Facility Management	Year 1 to Year 5 Total E= Y1+Y2+Y3+Y4+Y5	We request the bank to clarify on the FMS Support Duration , which will start after Go-Live, which is 5 Years 6 Month contract duration	Facility Management Service Support is only after Go-Live of complete project i.e 5 Years after Go-Live of Complete project
23	102	Annexure-F – Un-priced (masked) Commercial bid format F.Annual Technical Support (ATS)	ATS of Integrated Core Banking Solution for International Operations for DC, DR and UAT (ATS for a period of 4 years after completion of one year warranty) Year 2 to Year 5	We request the bank to clarify on the ATS Period , which will start after Go-Live+1 Year warranty, which is 5 Years 6 Month contract duration	ATS is for a period of 4 years from the date of completion of warranty period. Warranty period of 1 year will start from the Go-Live of complete project.
24	106	Annexure-G – Commercial Bid Commercial bid format E.Facility Management	Year 1 to Year 5 Total E= Y1+Y2+Y3+Y4+Y5	We request the bank to clarify on the FMS Support Duration , which will start after Go-Live, which is 5 Years 6 Month contract duration	Facility Management Service Support is only after Go-Live of complete project i.e 5 Years after Go-Live of Complete project
25	107	Annexure-G – Commercial Bid F.Annual Technical Support (ATS)	ATS of Integrated Core Banking Solution for International Operations for DC, DR and UAT (ATS for a period of 4 years after completion of one year warranty) Year 2 to Year 5	We request the bank to clarify on the ATS Period , which will start after Go-Live+1 Year warranty, which is 5 Years 6 Month contract duration	ATS is for a period of 4 years from the date of completion of warranty period. Warranty period of 1 year will start from the Go-Live of complete project.
26	111	Annexure-J - Confidentiality / Non-Disclosure Agreement	Annexure-J - Confidentiality / Non-Disclosure Agreement	Please clarify if NDA need to be executed in stamp paper and submitted in hard copy during bid submission	At the time of bid submission, NDA needs to be submitted on Company's letterhead duly sealed and signed by authorized signatory. Successful bidder needs to execute NDA in judiciary stamp paper.
27	121	Annexure-N – Pre-Contract Integrity Pact	Annexure-N – Pre-Contract Integrity Pact	Please clarify if integrity pact need to be executed in stamp paper and submitted in hard copy during bid submission	Integrity pact to be submitted in judiciary stamp paper during bid submission
28	130	Annexure-Q – Certificate for Confirmation of MSME/NSIC Firms	Format & date	Please confirm, if we can submit the CA certificate with similar content which we have got as a standard documntation procedure, dated before the RFP release date	Certification issued by Government authorities needs to be submitted along with bid
29	130	Annexure-S - Restriction on Procurement due to National Security	Format	Does a separate letter needed from OEM for the same?	Please refer RFP. Letter / Certification from Bidder as well as OEM needs to submitted during bid submission
30	134	Annexure-U - Undertaking of Information Security	Format	Does a separate letter needed from OEM for the same?	Please refer RFP. Letter / Certification from Bidder as well as OEM needs to submitted during bid submission
31	7	Schedule of Events & Bid Details	Last date and time for submission of Bid Document (7.01.2026)	We request bank to please extend bid submission by 3 weeks as availability of OEM & SI bid teams is a concern due to pre planned holidays.	Last date and Time for submission of Bid Document - 20.01.2026 by 15:00 Hours Date and Time of Technical Bid Opening - 20.01.2026 at 15:30 Hours
32	37	17. Terms of Execution of Work	*System Availability in DC & DR *Pilot Run for Credit and Treasury *Module Go-Live of Credit and Treasury Module (Phase – I) 8 weeks	We request bank to please provide 12 weeks time	No Change

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33	58	33. Payment terms (Application License Cost)	<p>*Delivery of Licenses and Installation of Application Software in UAT, DC & DR. (after due inspection and acceptance at DC & DRC) - 30%</p> <p>*Successful completion of the customization, UAT sign off and Go-Live of Credit Module (Phase – I) - 20%</p> <p>*Go-Live of Other Major Modules (Phase – II)- 20%</p> <p>*Go-Live of Remaining Modules (Phase – III) / Go-Live of Project - 20%</p> <p>*3 Months from the date of Go Live of complete Project -10%</p>	<p>We request bank to please modify as below:</p> <p>*Delivery of Licenses and Installation of Application Software in UAT, DC & DR. (after due inspection and acceptance at DC & DRC) - 50%</p> <p>*Successful completion of the customization, UAT sign off and Go-Live of Credit Module (Phase – I) - 20%</p> <p>*Go-Live of Other Major Modules (Phase – II)- 10%</p> <p>*Go-Live of Remaining Modules (Phase – III) / Go-Live of Project - 10%</p> <p>*3 Months from the date of Go Live of complete Project -10%</p>	No Change
34	58	B) Third Party Software License Cost	<p>*Delivery and installation of Licenses on Bank's name and Installation of the software on Bank's UAT, DC & DRC - 50%</p> <p>*Go Live of Project - 40%</p> <p>*3 Months from the date of Go Live of complete Project - 10%</p>	<p>We request bank to please modify as below:</p> <p>*Delivery and installation of Licenses on Bank's name and Installation of the software on Bank's UAT, DC & DRC - 60%</p> <p>*Go Live of Project - 30%</p> <p>*3 Months from the date of Go Live of complete Project - 10%</p>	No Change
35	10	Eligibility Criteria - point 4	The bidder must have average Annual turnover of minimum ₹1000 Crores in IT business from India operations only, in the last three financial years (i.e. 2022-23, 2023-24 and 2024-25) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	<p>We request the Bank to provide relaxation on this clause as mentioned below:</p> <p>The bidder must have average Annual turnover of minimum ₹300 Crores in IT business from India operations only, in the last three financial years (i.e. 2022-23, 2023-24 and 2024-25) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.</p>	No Change
36	11	Eligibility Criteria - point 7	The Bidder / OEM should have experience of implementation / Integration with successful running instance of GIFT City Core Banking, Trade and Treasury Software Application at least with one PSU Bank as on date of RFP.	<p>We request the Bank to provide relaxation on this clause as mentioned below:</p> <p>The Bidder / OEM should have experience of implementation / Integration with successful running instance of GIFT City Core Banking/ Trade and Treasury Software Application/Anti-Money Laundering Solution in at least with one PSU Bank as on date of RFP.</p>	No Change
37	11	Eligibility Criteria Point 7	The Bidder / OEM should have experience of implementation / Integration with successful running instance of GIFT City Core Banking, Trade and Treasury Software Application at least with one PSU Bank as on date of RFP.	As a global fintech with over 100 CBS implementations and associated references worldwide, we offer a comprehensive solution that meets all RFP requirements. We kindly request CBOI to consider global references from an OEM perspective. Additionally, we intend to collaborate with one of the Big 4 firms as our SI bidder, given their strong CBS and banking application capabilities in India and their advisory experience on Gift City projects related to CBS and architecture. We respectfully request CBOI to qualify both our organization and our bidder for participation in this RFP.	No Change
38	95	Base application - 1.1 - Access control	User & Role Maintenance, Access Control, 2nd Factor Authentication (Biometric / OTP / Single Sign On)	Please provide total number of active users and concurrent active users	It will be shared with successful bidder
39	95	Base application - 1.2 - Functional components	Accounting as per IFSCA guidelines	Please elaborate the specific accounting requirements as per IFSCA guidelines	Please refer handbooks and circulars issued by IFSCA from time to time.
40	95	Base application - 1.2 - Functional components	Signature verification system	Please explain the current and expected process for signature verification	It is a mandatory part of the Base Application's functional components. It is integrated into the core system to manage the signatures of both Retail and Corporate customers.
41	95	Retail Banking - 2.1 Deposits	Product setup	Please provide the number of products/variants to be configured under each product category	As per Bank's requirement and market products

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42	95	Retail Banking - 2.2 Loans	Product setup	Please provide the number of products/variants to be configured under each product category	As per Bank's requirement and market products
43	96	Corporate Banking - 3.1 Deposits	Product setup	Please provide the number of products/variants to be configured under each product category	As per Bank's requirement and market products
44	96	Corporate Banking - 3.2 Loans	Product setup	Please provide the number of products/variants to be configured under each product category	As per Bank's requirement and market products
45	98	Interactive information exchange service and Transactional service -	Digital Banking Facility in compliance with extant IFSCA guidelines	Please clarify whether a new digital banking platform will be introduced and explain the expected functionality required	The Bank expects the introduction of a new Digital Banking Facility as part of the solution to cater to the offshore banking needs of the IBU. Functionalities as per Bank's requirement and IFSCA guidelines.
46	98	MIS reports - 9	Statutory / Regulatory Reporting as per RBI / IFSCA / GOI guidelines	Please clarify whether data will be consolidated from existing CBS for generation of MIS reports or it will be done stand alone	Please refer IFSCA / RBI guidelines
47	98	Additional Facilities Requirement - 10	ARR Handling	Please provide the details of ARR handling	Following indicative requirements for Alternative Reference Rates (ARR) handling, which is critical for international banking operations following the transition from LIBOR: Support for Multiple ARRs: The solution must be capable of handling various Alternative Reference Rates (e.g., SOFR, SONIA, ESTR, etc.) to ensure compliance with global benchmark reforms. Automated Rate Feeds: The solution is expected to facilitate the automated upload or integration of daily ARR benchmarks into the system to minimize manual errors. Transition Management: The system must support the transition of existing contracts from legacy benchmarks (like LIBOR) to the new ARRs or any other benchmark as prescribed by the regulators, without data loss or accounting discrepancies.
48	98	Integration with other existing systems of the Parent Bank / IBU - 11	Core Banking Solution	Please clarify the customer onboarding process and how synchronization will happen between the existing CBS and new CBS	The Bidders may propose best possible methodology for customer onboarding process and synchronization with the parent Bank's CBS as per the IFSCA guidelines and best practises followed by other peer Bank's IBU.
49	98	Integration with other existing systems of the Parent Bank / IBU - 11	Swift message	Please provide the list of SWIFT messages currently used / expected	All the MT/ MX messages required for functional IBU as per the IFSCA guidelines. Indicative message type 103,199,202,299,700 series, 300 series, 500 series, 900 series, etc.
50	98	Integration with other existing systems of the	Feedback form	Please share more details about handling of feedback form	System should be capable of handling feedback form from customers through various channel.
51	98	Reconciliation	Reconciliation of Nostro / Vostro and Mirror Accounts of all currencies as per regulatory	Please confirm if reconciliation is done in treasury application and GL posting will happen in CBS end of day	The reconciliation will be done in treasury application.
52	14	Treasury	Treasury Products	We know what NDF's are but what are LTFX? How are they different from NDF's given they are singled out?	LTFX refers to deliverable forward contracts with extended tenors, usually exceeding one year.
53	14	Treasury	Treasury Products	Bullion Trading and Clearing – We support the trade on bullion as commodities trades and can send trades on to the exchange for clearing. We will integrate with IIBX.	Please refer RFP
54	16	IT Support and Scope	The application should be sized for Active-Active cluster at DC & Active-Active cluster at DR.	We request CBOI to accept Active-Passive setup at DC & DR.	The application should be sized for Active-Active cluster at DC, Passive-Passive cluster at DR.
55	7	Last date and time for submission of Bid Document	08.01.2026 by 15:00 Hours Date and Time of Technical Bid Opening 08.01.2026 at 15:30 Hours	Considering the extensive nature of this RFP and the ongoing holiday season, we kindly request CBOI to allow 3–4 weeks from the date of pre-bid responses for bid submission	Last date and Time for submission of Bid Document - 20.01.2026 by 15:00 Hours Date and Time of Technical Bid Opening - 20.01.2026 at 15:30 Hours
56	36	Terms of Execution of Work	24 Weeks	Considering the extensive scope of work, we believe that 24 weeks is too restrictive. We request CBOI to allow a minimum of 42–48 weeks for project implementation. Additionally, we kindly ask that the timelines for the various sub-phases of the project be amended accordingly	No Change

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57	11	Eligibility Criteria # 7	The Bidder / OEM should have experience of implementation / Integration with successful running instance of GIFT City Core Banking, Trade and Treasury Software Application at least with one PSU Bank as on date of RFP.	The Bidder / OEM should have experience in the implementation and/or integration of GIFT City Core Banking, Trade, and Treasury Software Applications. The solution should be either successfully running or currently under implementation in at least one Scheduled Commercial Bank in India as of the date of this RFP.	No Change
58	7	Schedule of Events & Bid Details	Last date and time for submission of Bid Document 07.01.2026 by 15:00 Hours	The current deadline does not allow for a sufficiently detailed and compliant response. Extending the submission date by atleast 2 weeks would enable us to provide a more robust, high-quality proposal that fully aligns with the Bank's objectives and regulatory requirements. We hope for your favourable consideration of this request.	Last date and Time for submission of Bid Document - 20.01.2026 by 15:00 Hours Date and Time of Technical Bid Opening - 20.01.2026 at 15:30 Hours
59	19	8. Infrastructure	Projected Account / Customer base in next 5 years' time – 5000 Projected Transaction per Branch per day – 500 numbers	Query: a. Can you give us a split in volumes of CASA, Deposits, Loans b. Expected active LCs by Year 1 /Year 5 c. Payments transaction volumes by payment type	It will be shared with successful bidder
60	14	6. Broad Scope of Integrated Core	Trade Capture from Trading platform	Does this mean that trades for FX, Money Markets, investments will be captured in a 3rd party system and integrated to back office	Yes, understanding is correct.
61	13	6. Broad Scope of Integrated Core Banking Solution for	Loans syndication	Can you elaborate the scope of syndication? Will you be a lead agent?	Syndication is a specialized credit function designed to handle large-scale international funding where the risk and capital are shared among a group of banks. Bank may or may not be a lead agent.
62	13	6. Broad Scope of Integrated Core	Factoring / Forfaiting	Can you elaborate these business requirements in context of Gift City?	Will be as per IFSCA guidelines and market practise
63	15	6. Broad Scope of Integrated Core Banking Solution for International Operations	SWIFT – Integration with Bank's existing SWIFT application with all the applicable SWIFT message types including all messages related to treasury (Forex and Money Market)	Does this mean that CBI will leverage existing Payment Engine and there is no need for any payment engine needed from Gift City perspective? Example the treasury capability can call the API of payment engine for initiating the MT/MX messages for settlement?	Parent Bank's existing Payment Engine will be used.
64	15	6. Broad Scope of Integrated Core Banking Solution for International Operations	Digital Banking Facility in compliance with extant IFSCA guidelines · Customer Web Portal / Integration with Bank's existing Customer Web Portal	We understand bank will leverage existing portal and digital portal is not needed	Separate digital web portal for IBU
65	15	6. Broad Scope of Integrated Core Banking Solution for International Operations	Video Based Customer Identification Process (V-CIP)	Please highlight the process of how this will be leveraged	Please refer IFSCA guidelines.
66	15	6. Broad Scope of Integrated Core Banking Solution for International Operations	MIS Reports	Does the bank have a datawarehouse where reports are generated or will reports need to be generated out of the core?	Successful bidder has to provide MIS reports from the proposed solution
67	16	7. IT Support and Scope	Trade Finance	Trade Finance is listed as integration point. Does the core need to bring in products for Trade Finance or is it an integration with bank's existing engine?	Trade Finance module is a part of proposed comprehensive solution
68	16	7. IT Support and Scope	CBS 2. Payment Systems 3. Treasury 4. Trade Finance 5. SWIFT	Please do highlight any other major integration points like DMS or any other	Indicative list is given in RFP, refer page 15 point no. 11 of RFP
69	107	Annual Technical Support	F	Please include a column for Year-1, there are components which will need ATS from year 1 itself.	First year is warranty period, hence, no separate column for Year-1.
70	136	Annexure-W – Manufacturer Authorization Form		Please allow the OEM to submit the MAF in its format.	For the purpose of obtaining manufacturer's authorization Bank has a standard format as included in the RFP as Annexure – W (Manufacturer Authorization Form (MAF)). All the concerned manufacturer's authorization is obtained in the same format. In case any manufacturer gives authorization in other format , please ensure that it covers all the terms and conditions mentioned in our standard format.

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71		General		Please allow the Bidder / OEM to furnish Deviations to the RFP. The bank will be free to discuss the same with the Bidder / OEM or reject the same outright. Atleast Bidder / OEM will get an opportunity to represent their solutions and concerns	Please refer RFP, no deviations to the RFP
72	7	Last date and time for submission of Bid Document		After reviewing the scope and requirements in detail, we would like to respectfully request an extension of three (3) weeks to the submission deadline.	Last date and Time for submission of Bid Document - 20.01.2026 by 15:00 Hours Date and Time of Technical Bid Opening - 20.01.2026 at 15:30 Hours
73	16	7. IT Support & Scope	7.3 SSO & biometric login	Do you have any existing biometric system currently used for 2FA for us to interface with ?	Yes, Details will be shared with Successful bidder
74	58	Payment Terms	Implementation Cost	The section mentions "Migration" is there a legacy system from where the data needs to be migrated. If yes, please share the system details and migration volumes	There is no migration from any legacy system. It is a fresh implementation.
75	27	Onsite support & maintenance (Onsite Resource)	L1,L2 and L3 resources	How many resources are required onsite? Is it 24*7 support	Please refer annexure - G point no 9 for more information
76	31	Roles and Responsibility of Level 2 (L2) Resource	It is responsibility of the L2 resource to carry out customizations/alterations as directed by • regulators from time to time in consultation with Bank.	Does the bank expect code changes for customization to be carried out onsite?	It is responsibility of successful bidder to carry out customizations / alterations as directed by regulators from time to time in consultation with Bank at onsite or offshore with no extra cost to Bank.
77	19	8. Infrastructure	Projected Account / Customer base in next 5 years' time – 5000 <input type="checkbox"/> Projected Transaction per Branch per day – 500 numbers	Query: a. Can you give us a split in volumes of CASA, Deposits. Loans b. Expected active LCs by Year 1 /Year 5 c. Payments transaction volumes by payment type	It will be shared with successful bidder
78	14	6. Broad Scope of Integrated Core	Trade Capture from Trading platform	Does this mean that trades for FX, Money Markets, investments will be captured in a 3rd party system and integrated to back office	Yes, understanding is correct.
79	13	6. Broad Scope of Integrated Core Banking Solution for	Loans syndication	Can you elaborate the scope of syndication? Will you be a lead agent?	Syndication is a specialized credit function designed to handle large-scale international funding where the risk and capital are shared among a group of banks. Bank may or may not be a lead agent.
81	15	6. Broad Scope of Integrated Core Banking Solution for International Operations	SWIFT – Integration with Bank's existing SWIFT application with all the applicable SWIFT message types including all messages related to treasury (Forex and Money Market)	Does this mean that CBI will leverage existing Payment Engine and there is no need for any payment engine needed from Gift City perspective? Example the treasury capability can call the API of payment engine for initiating the MT/MX messages for settlement?	Parent Bank's existing Payment Engine will be used.
82	15	6. Broad Scope of Integrated Core	Digital Banking Facility in compliance with extant IFSCA guidelines	We understand bank will leverage existing portal and digital portal is not needed	Separate digital web portal for IBU
83	15	6. Broad Scope of Integrated Core	Video Based Customer Identification Process (V-CIP)	Please highlight the process of how this will be leveraged	Please refer IFSCA guidelines.
84	15	6. Broad Scope of Integrated Core Banking Solution for International Operations	MIS Reports	Does the bank have a datawarehouse where reports are generated or will reports need to be generated out of the core?	Successful bidder has to provide MIS reports from the proposed solution
85	16	7. IT Support and Scope	Trade Finance	Trade Finance is listed as integration point. Does the core need to bring in products for Trade Finance or is it an integration with bank's existing engine?	Trade Finance module is a part of proposed comprehensive solution
86	16	7. IT Support and Scope	1. CBS 2. Payment Systems 3. Treasury 4. Trade Finance 5. SWIFT	Please do highlight any other major integration points like DMS or any other	As mentioned the list is not exhaustive, please refer scope of work.
87	107	Annual Technical Support	F	Please include a column for Year-1, there are components which will need ATS from year 1 itself.	First year is warranty period, hence, no separate column for Year-1.
88	136	Annexure-W – Manufacturer Authorization Form		Please allow the OEM to submit the MAF in its format.	For the purpose of obtaining manufacturer's authorization Bank has a standard format as included in the RFP as Annexure – W (Manufacturer Authorization Form (MAF)). All the concerned manufacturer's authorization is obtained in the same format. In case any manufacturer gives authorization in other format , please ensure that it covers all the terms and conditions mentioned in our standard format.

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
89		General		Please allow the Bidder / OEM to furnish Deviations to the RFP. The bank will be free to discuss the same with the Bidder / OEM or reject the same outright. Atleast Bidder / OEM will get an opportunity to represent their solutions and concerns	Please refer RFP, no deviations to the RFP
90	7	Last date and time for submission of Bid Document		After reviewing the scope and requirements in detail, we would like to respectfully request an extension of three (3) weeks to the submission deadline.	Last date and Time for submission of Bid Document - 20.01.2026 by 15:00 Hours Date and Time of Technical Bid Opening - 20.01.2026 at 15:30 Hours
91	16	7. IT Support & Scope	7.3 SSO & biometric login	Do you have any existing biometric system currently used for 2FA for us to interface with ?	Yes, Details will be shared with Successful bidder
92	58	Payment Terms	Implementation Cost	The section mentions "Migration" is there a legacy system from where the data needs to be migrated. If yes, please share the system details and migration volumes	There is no migration from any legacy system. It is a fresh implementation.
93	27	Onsite support & maintenance (Onsite Resource)	L1,L2 and L3 resources	How many resources are required onsite? Is it 24*7 support	Please refer annexure - G point no 9 for more information
94	31	Roles and Responsibility of Level 2 (L2) Resource	It is responsibility of the L2 resource to carry out customizations/alterations as directed by • regulators from time to time in consultation with Bank.	Does the bank expect code changes for customization to be carried out onsite?	It is responsibility of successful bidder to carry out customizations / alterations as directed by regulators from time to time in consultation with Bank at onsite or offshore with no extra cost to Bank.
95	10	Eligibility Criteria/ Clause No :5	Under Sub clause 4, It is mentioned that "The bidder must have average Annual turnover of minimum ₹1000 Crores in IT business from India operations only, in the last three financial years (i.e. 2022-23, 2023-24 and 2024-25) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies."	QUERY: Is there any relaxtion in annual turnover criteris for SME/MSME?	No Change
96	51	24.4 Technical Bid Evaluation	Finally, the technical proposal of the bidder will be scored as per under and the bidders who do not score 60% shall be liable to be rejected	We understand that there is no scoring associate as per RFP; however, we need clarity on how the evaluation will be done to arrive at 60%.	clause deleted.
97	45-46	22. Instructions for Bid Submission	v) Performance Bank Guarantee a) The PBG amount shall be [5%] of the total contract value for Business Applications and Facility Management Services. c) The PBG shall remain valid for the entire duration of the contract, including the implementation and service period for Business Applications and Facility Management Services. Additionally, it must remain valid for [3-6 months] after the contract completion or after the last payment is made, to ensure that the Service Provider's obligations have been satisfactorily met d) In the event of the Service Provider's failure to meet the agreed-upon performance standards or deliverables, or failure to provide continuous Facility Management Services as per the contract, the Bank reserves the right to claim the amount under the PBG, wholly or in part, to cover any financial losses or damages resulting from such failure.	Bidder request for below terms : - Performance Bank Guarantee (PBG) of 3% of the total annual value of contract and to be renewed every anniversary on subsequent annual value. We also request the PBG will be provided only till contract expiration - Bank shall invoke the PBG only on occurrence of material breach and after the Bank shall provides a 30 days cure period to the bidder to rectify the material breach for which the PBG is sought to be invoked.	No Change
98	58	33. Payment Terms	33. Payment Terms The scope of work is divided in different areas, the payment would be linked to delivery, and acceptance of each area as explained below. Payment will be released based on the following milestone and Terms & Condition subject to submission of the Performance Bank Guarantee of 10% of the project cost.	Bidder understand that there is already PBG requirement by Bank as provided under v) Performance Bank Guarantee (page 45 of the RFP). Hence, request for deletion of this clause	The scope of work is divided in different areas, the payment would be linked to delivery, and acceptance of each area as explained below. Payment will be released based on the following milestone and Terms & Condition subject to submission of the Performance Bank Guarantee of 5% of the project cost.
99	64	37. Service Level Agreement	37. Service Level Agreement 11. The penalty is capped at maximum 10% of TCO beyond which bank may invoke Termination of Contract, as per Bank's discretion and penalty will be deducted on quarterly invoice amount.	Bidder request for below terms : - Maximum cumlative aggregate all types of penalties/Service Credits/ Liquidated Damages under this agreement shall not exceed 5% of monthly invoice value of respective month . - The overall cap for all types of penalties/Service Credits/ Liquidated Damages under this agreement shall not exceed 5% of Annual contract value.	No Change

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
100	24	10.1 Implementation	<p>10. Penalty 10.1 Implementation Penalty will be charged 1% of project cost per week or part thereof for delay in delivery and implementation of application / solution beyond stipulated time period mentioned in RFP from the date of acceptance of purchase order subject to a maximum cap of 10% of the project cost. In the event of delayed beyond 10 weeks, the Bank will be forced to cancel an awarded contract related to this RFP due to the successful bidder's inability to meet the agreed delivery dates, the bank may take suitable penal actions as deemed fit.</p>	<p>Bidder request for deletion of this clause as there is already clause 36 - Liquidated damages for Bank to protect its interest</p>	No Change
101	62-63	36. Liquidated Damages (LD)	<p>36. Liquidated Damages (LD) 2. The contract price for calculation of LD is TCO. 3. The LD will be applicable on non-completion of implementation within defined timeline. LD will be 1% per week of the undelivered portion and shall be a maximum of 10% of the total cost of the project. Upon reaching threshold limit of 10%, Bank may initiate appropriate legal action, apart from resorting to other remedial measures as deemed fit.</p>	<p>Bidder request for below terms : - For Delay in Supply of Tools - Penalty should be capped at 0.5% per week of cost of relevant delayed tools, with overall cap not exceeding 5% of delayed tool cost. - For Delay in Implementation / Installation - Penalty should be capped at 0.5% per week of cost of relevant delayed milestones, with overall cap not exceeding 5% of cost of relevant delayed milestones. The maximum aggregate cap for all liquidated damages under the RFP shall not exceed .5% undelivered portion of the deliverables</p>	No Change
102	26	10.4 Resource Availability	<p>10.4 Resource Availability The Bidder has to deploy onsite resource from the day one of Go – Live date for Facility Management, failing which penalty @ 2% of monthly OTS (Onsite Technical Support) cost for each day per resource, would be deducted from any future payment due. In the absence of the resource during the entire tenure of project, suitable replacement is to be provided on immediate basis, failing which penalty @ 2% of monthly OTS (Onsite Technical Support) cost for each day per resource, would be deducted from any future payment due</p>	<p>Bidder request for below terms : - Penalty should be capped at 0.5% per week of monthly cost of non deployed resource, capped at 5% of Monthly invoice cost of non deployed resource. Further, bank shall provide 30 days for replacement of any absent resources before imposing any penalty. Further, Penalty should be capped at 0.5% per week of monthly cost of absent resource, capped at 5% of Monthly invoice cost of non deployed resource.</p>	No Change
103	27	12. Onsite support & maintenance (Onsite Resource)	<p>12. Onsite support & maintenance (Onsite Resource) Bank has the option to avail onsite support on same rate if needed extra onsite resources in due course of time during the contract period of five (5) years. Bank has also option to reduce the number of onsite resource if needed during contract period of five (5) years.</p>	<p>Bidder request for below term : - Bidder understand that it is a fixed price bid for Fixed scope under RFP. Any additional service request / changes should be done through change management process</p>	This clause is only for additional resources for FM services during the project period. Please refer RFP.
104	58-59	33. Payment Terms	Payment Terms.....	<p>Bidder request for below terms : - A) Application License Cost:/B) Third Party Software License Cost - 100% payment shall be made on delivery -C) Implementation Cost - Payment shall be based on below milestones •Contract Signing : 20% of implementation fees •License Delivery - 15% of implementation fees •Installation of Software in UAT, DC & DR - 15% •Successful completion of current state assessment, gap analysis and systems requirement specifications (SRS) sign off 20% Successful completion of the customization, •UAT sign off and Go-Live of Credit Module (Phase – I) 10% •Go-Live of Other Major Modules (Phase – II) 10% •Go-Live of Remaining Modules (Phase – III) / Go Live of Project 10% - A) Annual Technical Support (ATS) : - Annually in Advance - Facility Management - Quarterly in Advance C) Change Management :- Monthly basis based on actual Man Days utilised by Bank for the requested change.</p>	No Change

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
105	61	33. Payment Terms	h) Bank will pay invoices within 30 days from the date of receipt of physical invoice by the Bank, except for those portions of any invoice	Bidder request for below term : - Bank shall pay for all invoices within 30 days from date of	No Change
106	88	38 Termination	Central Bank of India reserves the right to cancel the work/purchase order or terminate the Service Level Agreement (SLA) by providing 90 (ninety) days' prior written notice and recovering any damages, costs, and expenses incurred by the Bank under the following circumstances:..... iii. Termination for Convenience: The Bank may terminate the contract at its convenience, in whole or in part, with written notice.	Bidder request for below terms / modification : - In addition to undisputed fees outstanding till date of termination, Bank shall also pay the Bidder for any hardwares/Appliances/licenses and AMC/ATS for which Bidder has made payment to OEM. - Bank would also require to pay for reverse transition fees proposed by Bidder	No Change
107	79 - 80	62. Termination of Contract	Central Bank of India reserves the right to cancel the work/purchase order or terminate the Service Level Agreement (SLA) by providing 90 (ninety) days' prior written notice and recovering any damages, costs, and expenses incurred by the Bank under the following circumstances:..... ii. Termination for Default: The Bank may terminate the contract in whole or in part, by providing written notice in case of a default by the SP.	Bidder request for Below term : - Cure period of 30 days before invocation of this clause. - Bidder's liability limited to incremental cost capped at 10% of the cost of the undelivered systems/services. This clause can be invoked only on termination of contract and only for failure solely attributed to bidder for any material breach based on mutual agreement	Prior to providing 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 contract. The decision to terminate the contract shall be taken only if the breach continues on remains un-rectified for the reasons within the control of the bidder even after the expiry of cure period. Notice period of 60 days will be allowed after cure period. - Bidder's liability limited to incremental cost capped at 10% of the cost of undelivered systems/services - not acceptable, please refer RFP
108	79	62. Termination of Contract	62. Termination of Contract Non-Performance: If after the award of the contract, the SP fails to perform satisfactorily or causes delays, the Bank reserves the right to have the remaining contract executed by another party of its choice. The SP must cover any additional expenditure incurred by the Bank in this regard	Bidder request for below modification / deletion in clause : - Bank shall provide 60 days notice period including 30 days as cure period in case of any major material breach solely attributable to Bidder, before invocation of this clause - Bidder's liability limited to incremental cost capped at 10% of the cost of the undelivered systems/services. This clause can be invoked only on termination of contract and only for failure solely attributed to bidder for any material breach based on mutual agreement	Prior to providing 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 contract. The decision to terminate the contract shall be taken only if the breach continues on remains un-rectified for the reasons within the control of the bidder even after the expiry of cure period. Notice period of 60 days will be allowed after cure period. - Bidder's liability limited to incremental cost capped at 10% of the cost of undelivered systems/services - not acceptable, please refer RFP
109	61	34. Order Cancellation	1. The Bank reserves its right to cancel the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions: 11. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another service provider of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out, for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.	Bidder request for below modification / deletion in clause : - Bank shall provide 90 days notice period including 30 days as cure period in case of any major material breach solely attributable to Bidder, before order cancellation - Bidder's liability limited to incremental cost capped at 10% of the cost of the undelivered systems/services. This clause can be invoked only on termination of contract and only for failure solely attributed to bidder for any material breach based on mutual agreement	Prior to providing 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 contract. The decision to terminate the contract shall be taken only if the breach continues on remains un-rectified for the reasons within the control of the bidder even after the expiry of cure period. Notice period of 60 days will be allowed after cure period. - Bidder's liability limited to incremental cost capped at 10% of the cost of undelivered systems/services - not acceptable, please refer RFP
110	89	50. Exit Option	The Bank reserves the right to cancel the contract and debar Vendor from participating in future procurement processes if one or more of the following conditions occur:..... In addition to cancelling the purchase contract, the Bank reserves the right to appropriate damages by encashing the Bid Security or Performance Guarantee provided by Vendor. b. Purchase from Third-Party Suppliers	Bidder request for below modification / deletion in clause : - Bank shall provide 60 days notice period including 90 days as cure period in case of any major material breach solely attributable to Bidder, before invocation of this clause - Bidder's liability limited to incremental cost capped at 10% of the cost of the undelivered systems/services. This clause can be invoked only on termination of contract and only for failure solely attributed to bidder for any material breach based on mutual agreement	Prior to providing 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 contract. The decision to terminate the contract shall be taken only if the breach continues on remains un-rectified for the reasons within the control of the bidder even after the expiry of cure period. Notice period of 60 days will be allowed after cure period. - Bidder's liability limited to incremental cost capped at 10% of the cost of undelivered systems/services - not acceptable, please refer RFP

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
111	9 and 64	2. Objectives of the RFP 38. Contract Period	2. Objectives of the RFP –Technical Bid & Commercial (Financial) Bid for the Supply, Implementation, Maintenance and Support for Integrated Core Banking Solution for International Operations for a period of 5 years from the date of acceptance of solution by Bank / execution of SLA,..... 38. Contract Period The successful bidder(s) shall be required to enter into a SLA with Bank within 21 days of the award of contract or within such extended period as may be specified by Bank. Initially contract will be signed for five (5) years. Thereafter contract may be extended for further period as per Banks requirement & discretion on mutually agreed terms and conditions.	Bidder request for below clarification : - Whether overall contract period will be for 5 years including implementation period provided in RFP or - Whether overall contract period would be 5 years plus addition implementation period as provided in this RFP	Contract period is of 5 years from the Go-Live of complete project (acceptance of solution by Bank)
112	17	7. IT Support and Scope	7.17. The Bidder will pass on to the bank, the benefit of discounts if any announced during any period in respect of orders placed during that period.	Bidder request that Bank shall accept the Fixed prices proposed by bidder and hence request for deletion of this clause	Deleted
113	108	Annexure-G – Commercial Bid	7. Quantity of customer profile is indicative only. Actual quantity of profile may increase or decrease based on requirement. 10. Facility Management Cost (Unit Price of dedicated support) is for entire project period of five (5) years. Bank has the option to avail onsite support on same rate if needed extra onsite resources in due course of time during the contract period of five (5) years. Bank has also option to reduce the number of onsite resource if needed during contract period of five (5) years. 11. Integrated Core Banking Solution for International Operations Cost for entire contract period of 5 years. Quantity mentioned here is only indicative for deriving TCO. Actual quantity may increase or decrease as per requirement.	Bidder request for below term : - Bidder understand that it is a fixed price bid for Fixed scope under RFP. Hence, Any variation (increase or decrease) in order (resource / license quantity) should be done via change management process	7. Bidder has to provide quantity looking into the entire project period of 5 years from Go-live of project. 10. Additional resources if needed for Facility Management will be at the same rate quoted by bidder during the contract period.
114	65 & 108	40. Annual Technical Support Annexure-G – Commercial Bid	40. Annual Technical Support d) The ATS charges per annum should be maximum 10% of the cost of software license. Annexure-G – Commercial Bid 8. The ATS charges per annum should be minimum 18% of the License cost of software components.	Bidder will quote the ATS quote as provided by OEM. Hence, bidder request that Bank shall modify this clause as per OEM policy	Clauses Deleted, No minimum or maximum Cap on ATS charges.
115	108	Annexure-G – Commercial Bid	12. All the changes sought by Regulator and statutory authorities received from time to time during contract period and subsequent renewals, if any, must be carried out at no extra cost to the Bank.	Bidder request for below term : - Bidder understand that it is a fixed price bid for Fixed scope under RFP. Any additional service request / changes should be done through change management process	No Change
116	74	Clause 48-Bidders liability	Clause 48- Bidders liability The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) eesa, shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from willful misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided.....	The Bidder requests the below modifications The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort, <u>indemnity</u> or otherwise) <u>eesa</u> , shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations (<u>excluding personal data</u>) shall be unlimited. In no event shall the <u>Bank either</u> party be liable for any indirect, incidental <u>punitive damage, business interruption, lost business, lost profits, loss of revenue, lost goodwill</u> or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided <u>even if it has been advised of their possible existence.....</u>	No Change

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
117	69	Clause 43.I-General Indemnity	<p>Clause 43.i- General Indemnity</p> <p>The Service Provider shall indemnify, defend, and hold harmless the Bank, its employees, personnel, officers, directors, agents, and representatives from and against any and all losses, liabilities, claims, actions, damages, costs, and expenses (including legal fees) arising directly or indirectly from or in any way related to any of the following:</p> <p>a. The Bank's authorized or bona fide use of the Deliverables and/or Services provided by the Service Provider under this RFP, or any terms and conditions stipulated in the SLA (Service Level Agreement) or Purchase Order (PO).</p> <p>b. Any act, omission, or failure by the Service Provider, its employees, agents, or subcontractors in the performance of the Service Provider's obligations under this RFP, SLA, or PO.</p> <p>c. Any claims made by employees, agents, or subcontractors of the Service Provider against the Bank.</p> <p>d. Any breach of any term or condition of this RFP or any representation, warranty, or assurance made by the Service Provider under this RFP, SLA, or PO.</p> <p>e. Any claims arising out of the Deliverables or Services infringing any patents, trademarks, copyrights, or other intellectual property rights.</p> <p>f. Any breach of the confidentiality obligations by the Service Provider under this RFP, SLA, or PO.</p> <p>g) Any negligence, gross misconduct, or failure to exercise reasonable care by the Service Provider or its employees, agents, or subcontractors</p>	<p>The Service Provider shall indemnify, defend, and hold harmless the Bank, its employees, personnel, officers, directors, agents, and representatives from and against any and all losses, liabilities, claims, actions, damages, costs, and expenses (including legal fees) arising directly or indirectly from or in any way related to any of the following:</p> <p>a. The Bank's authorized or bona fide use of the Deliverables and/or Services provided by the Service Provider under this RFP, or any terms and conditions stipulated in the SLA (Service Level Agreement) or Purchase Order (PO).</p> <p>b. Any act, omission, or failure by the Service Provider, its employees, agents, or subcontractors in the performance of the Service Provider's obligations under this RFP, SLA, or PO.</p> <p>c. Any claims made by employees, agents, or subcontractors of the Service Provider against the Bank.</p> <p>d. Any breach of any term or condition of this RFP or any representation, warranty, or assurance made by the Service Provider under this RFP, SLA, or PO.</p> <p>e. Any claims arising out of the Deliverables or Services infringing any patents, trademarks, copyrights, or other intellectual property rights.</p> <p>f. Any breach of the confidentiality obligations (excluding personal data) by the Service Provider under this RFP, SLA, or PO.</p> <p>g) Any negligence, gross misconduct, or failure to exercise reasonable care by the Service Provider or its employees, agents, or subcontractors</p>	No Change
118	71	Clause 43. iv-General Indemnity	<p>Clause 43 IV- General Indemnity</p> <p>If the Service Provider fails to fix bugs, provide required modifications, enhancements, or customizations, or fails to meet the Service Levels as agreed upon in this RFP, SLA, or PO, the Service Provider shall compensate the Bank for any direct financial loss suffered by the Bank due to such failure</p>	<p>If the Service Provider fails to fix bugs, provide required modifications, enhancements, or customizations, or fails to meet the Service Levels as agreed upon in this RFP, SLA, or PO, the Service Provider shall compensate the Bank for any direct financial loss suffered by the Bank due to such failure</p>	No Change
119	19	Clause 8-Infrastructure	<p>Clause 8- Infrastructure</p> <p>.....The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Digital Personal Data Protection Act, 2023 Copyrights Act, 1957 or IT Act 2008 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.....</p>	<p>.....The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other <u>applicable</u> statutory infringements under the <u>Digital Personal Data Protection Act, 2023</u> Copyrights Act, 1957 or IT Act 2008 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.....</p>	No Change

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
120	61	Clause 34-Order Cancellation	<p>Clause 34- Order Cancellation</p> <p>The Bank reserves its right to cancel the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:</p> <p>.....Delay in commencement of the project beyond two weeks after the assignment order or beyond the date given by the bank in the purchase order.</p> <p>3. Delay in completion of project.</p> <p>4. Serious discrepancies noted in the inspection.</p> <p>5. Breaches in the terms and conditions of the Order.</p> <p>6. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:</p> <p>a) Non-submission of acceptance of order within 7 days of order.</p> <p>b) Excessive delay in execution of order placed by the Bank.</p> <p>7. Selected bidder commits a breach of any of the terms and conditions of the bid</p>	<p><u>By Providing a cure period of 30 days to rectify the breach, and of the breach is not cured with that period.</u> The Bank reserves its right to cancel the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:</p> <p>.....Delay in commencement of the project beyond two weeks after the assignment order or beyond the date given by the bank in the purchase order.</p> <p>3. <u>material</u> Delay in completion of project.</p> <p>4. Serious discrepancies noted in the inspection.</p> <p>5. <u>material</u> Breaches in the terms and conditions of the Order.</p> <p>6. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:</p> <p>a) Non-submission of acceptance of order within 7 days of order.</p> <p>b) Excessive delay in execution of order placed by the Bank.</p> <p>7. Selected bidder commits a <u>material</u> breach of any of the terms and conditions of the bid</p>	<p>Prior to providing 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 contract. The decision to terminate the contract shall be taken only if the breach continues on remains un-rectified for the reasons within the control of the bidder even after the expiry of cure period. Notice period of 60 days will be allowed after cure period. No other changes are acceptable.</p>
121	75	Clause 50-Exit Option	<p>Clause 50 - Exit Option</p> <p>The Bank reserves the right to cancel the contract and debar Vendor from participating in future procurement processes if one or more of the following conditions occur:</p> <p>i. Failure of Vendor to accept the contract or purchase order and to furnish the Performance Guarantee within 21 days of the acceptance of the purchase contract.</p> <p>ii. Delay in offering the required deliverables or services.</p> <p>iii. Delay in commissioning the project beyond the specified period.</p> <p>iv. Delay in completing commissioning, implementation, and acceptance tests/checks beyond the specified periods.</p> <p>v. Serious discrepancies in the project noticed during the testing phase.</p>	<p><u>By Providing a cure period of 30 days to rectify the breach, and of the breach is not cured with that period.</u> The Bank reserves the right to cancel the contract and debar Vendor from participating in future procurement processes if one or more of the following conditions occur:</p> <p>i. Failure of Vendor to accept the contract or purchase order and to furnish the Performance Guarantee within 21 days of the acceptance of the purchase contract.</p> <p>ii. <u>material</u> Delay in offering the required deliverables or services.</p> <p>iii. <u>material</u> Delay in commissioning the project beyond the specified period.</p> <p>iv. <u>material</u> Delay in completing commissioning, implementation, and acceptance tests/checks beyond the specified periods.</p> <p>v. Serious discrepancies in the project noticed during the testing phase.....</p>	<p>Prior to providing 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 contract. The decision to terminate the contract shall be taken only if the breach continues on remains un-rectified for the reasons within the control of the bidder even after the expiry of cure period. Notice period of 60 days will be allowed after cure period. No other changes are acceptable .</p>
122	Page 73	Clause 47-Intellectual Propert Rights-	<p>Clause 47, Intellectual Propert Rights-</p>	<p>Bidder requests to add the below language for the protection of third party IP.</p> <p><u>(c) Any third-party IP(s) or product(s) will be provided in accordance with respective third party's terms and conditions. Any warranties and indemnities in respect of third party proprietary software or IP or product incorporated in Services are limited to those provided in the applicable third party's terms and conditions</u></p>	<p>No Change</p>
123	79	Clause 62-Termination of Contract	<p>Central Bank of India reserves the right to cancel the work/purchase order or terminate the Service Level Agreement (SLA) by providing 90 (ninety) days' prior written notice and recovering any damages, costs, and expenses incurred by the Bank under the following circumstances</p> <p>.....</p>	<p>Central Bank of India reserves the right to cancel the work/purchase order or terminate the Service Level Agreement (SLA) by providing 90 (ninety) days' prior written notice <u>including 30 days cure period to rectify breach</u> and recovering any damages, costs, and expenses incurred by the Bank under the following circumstances</p>	<p>Prior to providing 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 contract. The decision to terminate the contract shall be taken only if the breach continues on remains un-rectified for the reasons within the control of the bidder even after the expiry of cure period. Notice period of 60 days will be allowed after cure period. No other changes are acceptable .</p>

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
			<p>Clause 62 -Termination of Contract</p> <p>Grounds of Termination</p> <p>i. Breach of Terms: If the SP commits a breach of any of the terms and conditions of the Request for Proposal (RFP) or the Service Level Agreement (SLA) to be executed between the Bank and the SP.</p> <p>ii. Insolvency: If the SP goes into liquidation, voluntarily or otherwise.</p> <p>iii. Violation of Laws: If the SP violates any laws, rules, regulations, byelaws, guidelines, or notifications.</p> <p>iv. Legal Attachment: If an attachment is levied or continues to be levied for a period of seven days on the effects of the bid.</p> <p>v. Failure to Meet Timelines: If the SP fails to complete the assignment as per the timelines prescribed in the Work Order/SLA, including any extensions granted.</p> <p>vi. Excess Liquidated Damages: If the deductions due to liquidated damages exceed 10% of the total work order.</p> <p>vii. Failure to Deliver Resources: If the SP fails to deliver the required resources as stipulated in the delivery schedule, the Bank reserves the right to procure similar resources from alternative sources at the risk, cost, and responsibility of the SP.</p> <p>viii. Non-Performance: If after the award of the contract, the SP fails to perform satisfactorily or causes delays, the Bank reserves the right to have the remaining contract executed by another party of its choice. The SP must cover any additional expenditure incurred by the Bank in this regard.</p>	<p>.....</p> <p>Grounds of Termination</p> <p>i. Breach of Terms: If the SP commits a material breach of any of the terms and conditions of the Request for Proposal (RFP) or the Service Level Agreement (SLA) to be executed between the Bank and the SP.</p> <p>ii. Insolvency: If the SP goes into liquidation, voluntarily or otherwise.</p> <p>iii. Violation of Laws: If the SP violates any laws, rules, regulations, byelaws, guidelines, or notifications only to the extent applicable to SP .</p> <p>iv. Legal Attachment: If an attachment is levied or continues to be levied for a period of seven days on the effects of the bid.</p> <p>v. Failure to Meet Timelines: If the SP fails to complete the assignment as per the timelines prescribed in the Work Order/SLA, including any extensions granted.</p> <p>vi. Excess Liquidated Damages: If the deductions due to liquidated damages exceed 10% of the total work order.</p> <p>vii. Failure to Deliver Resources: If the SP fails to deliver the required resources as stipulated in the delivery schedule, the Bank reserves the right to procure similar resources from alternative sources at the risk, cost, and responsibility of the SP Provided that the SP's liability shall be limited to the incremental cost actually incurred for procuring such unavailable resources and capped at 10% thereof</p> <p>viii. Non-Performance: If after the award of the contract, the SP fails to perform satisfactorily or causes delays, the Bank reserves the right to have the remaining contract executed by another party of its choice. The SP must cover any additional expenditure incurred by the Bank in this regard.</p>	
124	72	Clause 45-Statutory and Regulatory Requirements	<p>Clause 45- Statutory and Regulatory Requirements</p> <p>The Solution provided by the Service Provider must comply with all applicable regulatory, statutory, or legal requirements defined by any relevant authorities, including but not limited to the Reserve Bank of India (RBI), other regulatory bodies, and judicial courts in India, as of the date of execution of the Agreement. This compliance requirement shall supersede any responses provided by the Service Provider in the technical response. During the period of Warranty/AMC (Annual Maintenance Contract), the Service Provider must continue to comply with all applicable regulatory or statutory requirements, including any reports or other obligations defined by regulatory authorities from time to time, which fall within the scope of the</p>	<p>Clause 45- Statutory and Regulatory Requirements</p> <p>The <u>Solution provided by the</u> Service Provider must comply with all applicable regulatory, statutory, or legal requirements defined by any relevant authorities, including but not limited to the Reserve Bank of India (RBI), other regulatory bodies, and judicial courts in India only to the extent applicable to Service Provider , as of the date of execution of the Agreement. This compliance requirement shall supersede any responses provided by the Service Provider in the technical response. During the period of Warranty/AMC (Annual Maintenance Contract), the Service Provider must continue to comply with all applicable regulatory or statutory</p>	No Change

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
			RFP and Agreement. Such compliance shall be provided by the Service Provider without any additional cost to the Bank. All mandatory requirements imposed by regulatory and statutory bodies shall be addressed by the Service Provider as part of the change management process, at no extra cost to the Bank during the tenure of the [X] year contract	requirements, including any reports or other obligations defined by regulatory authorities from time to time, which fall within the scope of the RFP, and Agreement <u>only to the extent applicable to Service Provider</u> . Such compliance shall be provided by the Service Provider without any additional cost to the Bank. All mandatory requirements imposed by regulatory and statutory bodies shall be addressed by the Service Provider as part of the change management process, at <u>no</u> extra cost to the Bank during the tenure of the [X] year contract	
125	82	Clause 65-Escrow Arrangements	The Service Provider shall either provide the source code along with the necessary documentation or arrange to keep the source code under an escrow arrangement on mutually agreed terms and conditions. The escrow agreement shall include provisions to ensure that, in the event of a predefined triggering event (such as the Service Provider going out of business, breach of contract, or any other specified event), the source code will be made available to the Bank in a timely manner, allowing for continued support and maintenance of the solution.	The Service Provider shall either provide the <u>Customized</u> source code along with the necessary documentation or arrange to keep the source code under an escrow arrangement on mutually agreed terms and conditions. The escrow agreement shall include provisions to ensure that, in the event of a predefined triggering event (such as the Service Provider going out of business, <u>breach of contract</u> , or any other specified event), the source code will be made available to the Bank in a timely manner, allowing for continued support and maintenance of the solution.	No Change
126	125	Clause 5- Annexure N	The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU during the currency of the contract and if it is found at any stage that same or similar product / Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded	The Bidder undertakes that <u>under similar buying conditions</u> has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU during the currency of the contract and if it is found at any stage that same or similar product / Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded	No Change
127	25	10.3 Uptime Requirements	In the event of a system failure causing service unavailability due to system / application software problems, the identified defect should be promptly attended to and fixed within 2 hours. SLA will be calculated on monthly basis. Application availability will be 99.90% on 24 x 7 x 365. The penalty will be calculated due to non-availability of application, during entire tenure of 5 years of project including warranty period will be deducted from any subsequent payment to be made to Service Provider. Penalty due to non-availability of application during AMC/ATS period will be deducted from AMC/ATS payment.	The bidder is supposed to deploy L1 (2 shifts), L2 and L3 (8 hours). Managing service availability during non - working hours will be a challenge	Support from resources is required from 08:00 AM to 10:00 PM on all Bank working days. In case of exigencies support should be extended beyond stipulated time frame or on holidays.
128	10		The bidder must have average Annual turnover of minimum ₹1000 Crores in IT business from India operations only, in the last three financial years (i.e. 2022-23, 2023-24 and 2024-25) as per the audited balance sheet available at the time of submission of tender, of individual company and not as group of companies.	We request bank to provide exemption to MSE bidders on turnover criteria	No Change

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
129	19		Bidder must have escrow agreement with bank (Central Bank of India) as one of the party for all Be spoke Development & customized codes including sub-contractor/partner-owned materials and other Third Party Material incorporated in Bidder s Proprietary Material	We understand that the cost of Escrow agreement will be borne by the bank. Kindly confirm.	Bidder has to factor the cost of Escrow agreement for a entire period of project.
130	19		Proper justification for proposing the specified sizing shall be submitted by the bidder. The proposed solution should be capable of maintaining data of at least 10 years in live environment and should be accessible through the application. Thereafter the system shall provide purging &	We understand that the bank requires bidder to propose separate solution for archival & purging for the data older than 10 years from CBS. Kindly confirm.	Refer RFP clause
131	36	Terms of Execution of Work / Milestones	Phase I Go-Live in 8 weeks; Phase II in 16 weeks; Phase III in 24 weeks	Confirm whether these timelines are calendar weeks or working weeks. Also, seek allowance to adjust Phase I by +4 weeks if data migration, integrations (SWIFT/FCSS/CBS), and UAT sign-offs overlap with year-end freeze. Propose milestone-based grace periods and a joint detailed project plan approval gate (SRS sign-off + Environment readiness certificate).	The timelines are calender weeks
132	16	IT Support and Scope (7.3) Sizing & Utilization	Max utilization capped at 70% for HW/SW throughout contract	Clarify measurement methodology (CPU, memory, IOPS, DB wait events) and acceptable observation window (e.g., 95th percentile over business hours). Request that penalties not apply if utilization spike is due to transaction growth beyond projections provided by Bank or due to concurrent regulatory loads. Suggest quarterly capacity review with agreed scaling baselines.	Max utilization capped at 70% for HW/SW throughout contract period - all parameter utilization like CPU, memory, IOPS and DB wait events etc.
133	19	Infrastructure (Annexure-L)	Architecture to support Active-Active DC and Active-Active DR with real-time replication	Kindly confirm whether Bank requires same-site clustering (HA) + cross-site metro DR or asynchronous multi-region. Please share preferred replication technology (DB level vs. app level), RPO/RTO targets per module, and if stretch cluster is acceptable. Request clarity on network bandwidth availability and ownership for DC-DR replication.	The application should be sized for Active-Active cluster at DC, Passive-Passive cluster at DR with real-time replication. RPO - 5 Mins, RTO - 2 Hours. Network bandwidth availability of 5 GBPS between DC & DR. Bidder has to take ownership of DC-DR replication
134	24	Penalty (10.2 & 10.3)	Application availability 99.90% monthly; credit calculation based on monthly shortfall	Seek exclusion of downtime caused by third-party dependencies (e.g., SWIFT gateway, FCSS, network links) and by change windows approved by Bank. Propose capping total quarterly penalty at 5% of the quarterly service fee (ATS + FM) instead of TCO-based calculation; align penalties with affected component cost heads.	Please refer RFP page 25, "System Downtime" due to in-scope system or infrasturcture failure.
135	26	Disaster Recovery Setup (11)	DR drill at least quarterly; DR must be operational within 2 hours; penalty 1% per hour of AMC/ATS cost	Please confirm whether the 2-hour requirement applies to complete cutover of all modules or only critical services. Request acceptance of module-wise RTOs (e.g., Treasury 60 mins, Retail/Corporate 120 mins) with evidentiary runbooks and drill reports. Seek clarification on how 'AMC/ATS cost' is derived when ATS starts	RTO for entire system is considered as 2 Hours, no separate module wise RTO acceptable.
136	28	Onsite Support & Maintenance (12, 7.30)	L1 two shifts (08:00-22:00), L2/L3 (10:00-19:00); response 15 min, resolution 2 hrs	Please confirm whether response/resolution applies to Severity-1 only and provide severity matrix. Request acceptance of remote-first triage for Sev-2/Sev-3. Seek Bank's approval process for substitution and ramp-up of additional resources during peak events; confirm whether weekend coverage is required for L2/L3.	Support from resources is required from 08:00 AM to 10:00 PM on all Bank working days. In case of exigencies support should be extended beyond stipulated time frame or on holidays.
137	31	Role & Responsibilities (13)	Customization developer responsibilities for L1/L2 and approvals	Request clarification on code ownership and DevSecOps pipeline at Bank (CI/CD tools, code review, static code analysis). Confirm whether customized code for Bank-specific features will be placed in escrow (Clause 65) and licensed to Bank under perpetual, royalty-free terms for internal use.	Ownership of code and DevSecOps pipeline at Bank (CI/CD tools, code review, static code analysis) will be with Bank. customized code for Bank-specific features will be placed in escrow (Clause 65) and licensed to Bank under perpetual, royalty-free terms for internal use.
138	21	Software Maintenance & Support (9)	Upgrades/patches at no extra cost; support if product reaches End of Support	Please clarify scope boundary where OEM license uplift (major version) requires additional entitlements. Seek confirmation that Bank will bear OEM license uplift costs (if any), while Bidder bears implementation effort. Request agreed maintenance windows (monthly) for patching and security updates with change board approvals.	Bidder has to factor the cost of any such upgrades / patches for a entire period of project.

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
139	58	Payment Terms (33)	Milestone-linked payments for License, 3rd-party, Implementation, Training	Propose aligning final 10% retention release to 30 days post successful Phase III go-live and closure of open Sev-1 defects, rather than 3 months from project go-live, to ease cash flow. Please confirm if Bank accepts BG against retention in case of extended stabilization.	No Change
140	62	Order Cancellation (34) & Liquidated Damages (36)	LD at 1% per week up to 10% of TCO; cancellation grounds	Request LD basis to be limited to the delayed component value (e.g., implementation services) rather than full TCO. Seek explicit carve-outs for delays attributable to Bank (data readiness, environment access, approvals) and for regulatory freeze periods (year-end/quarter-end).	No Change
141	64	Service Level Agreement (37)	Penalty capped at 10% of TCO; credit note within 30 days	Request that penalty cap be 10% of yearly service fees (ATS + FM), not TCO. Also, seek acceptance that disputes on SLA computation will be resolved via joint review within 10 business days before credit notes are issued.	No Change
142	84	Business Continuity & DR (72)	BCP/DRP requirements with RTO/RPO	Please provide module-wise RTO/RPO targets and confirm if asynchronous replication is acceptable for non-critical modules. Request Bank's template for DR drill evidence (checklist, logs, screenshots) and acceptance criteria for success.	It will be shared with successful bidder
143	83	Data Localization (67) & Remote Access (73)	Data stored in India; remote access not allowed	Seek allowance for secure remote support via Bank's jump-host/VPN with MFA and session recording for Sev-1 incidents outside business hours, limited to whitelisted engineer IDs and audited by Bank's SOC.	Remote access to Bank's server through VPN is not allowed
144	65	Confidentiality / NDA (42) & IP (47)	Survival of confidentiality, IP indemnity, no reverse engineering	Request confirmation that bidder's pre-existing IP/components remain bidder-owned and only Bank-specific customizations are assigned to Bank. Propose mutual confidentiality survival of 5 years; operational artifacts may be retained for audit as per law.	1. Request confirmation that bidder's pre-existing IP/components remain bidder-owned and only Bank-specific customizations are assigned to Bank -- Acceptable to Bank . 2. Propose mutual confidentiality survival of 5 years; operational artifacts may be retained for audit as per law -- Not acceptable to Bank .
145	65	ATS (40)	ATS charges per annum should be maximum 10% of license cost (note inconsistency)	There is a discrepancy: Annexure notes say ATS minimum 18% of license cost, while Clause 40(d) mentions maximum 10%. Please clarify the applicable percentage/structure for ATS pricing and whether it applies per component or aggregated license base.	Clause Deleted, No minimum or maximum Cap on ATS charges.
146	102	Commercial Bid – Annexure F/G Notes	Change Management 100 man-days, carry-forward; FPA method	Please confirm if CR estimates can use jointly-agreed story points mapped to FPA for agility. Request quarterly CR bucket reconciliation and rollover of unused man-days across contract years without rate escalation.	CR estimation is as per Bank's FPA process
147	117	Annexure L – HW & OS Requirement	10 years online data; <3 sec server response time	Kindly confirm archival approach (WORM/NAS/Object storage) and whether '<3 sec' applies at server-side or end-to-end user journey. Request acceptance of 95th percentile response time target over peak hours with synthetic monitoring baselines.	It will be shared with successful bidder
148	121	Annexure N – Integrity Pact	Independent External Monitors (IEM) details	Please confirm if queries/observations to IEMs should be routed only via Bank or can bidders write directly. Also confirm if the Integrity Pact can be digitally signed using Class III DSC and submitted online.	Bidder can directly write to the IEMs. Integrity Pact can be signed digitally.
149	26	DR Penalty Base (11)	Penalty 1% per hour of AMC/ATS cost, cap 10% of annual support	Please clarify whether cap applies per incident or per year. Also confirm exclusion for disasters declared force majeure (Clause 61) and for issues caused by DC/DR hosting infra not in bidder's scope.	1. Cap applies per incident 2. Due to Issues attributed to bidder only
150	56	Taxes & Duties (28)	GST handling, TDS deduction	Please confirm whether Bank will enable vendor registration in its e-invoicing system and accept e-invoices with IRN/QR. Clarify if reverse charge scenarios apply for certain services and the process for resolving GSTR-2A mismatches (Clause 43(iii)).	Refer RFP clause. Payment of all taxes i.e. GST (CGST/SGST/IGST) will be made at actual, on production of suitable evidence of payment by the Bidder.
151	52	Evaluation Methodology (25)	Lowest commercial (L1) after technical qualification	Kindly confirm if QCBS (weighted technical + commercial) will be applied or strictly L1. If L1, please share the exact TCO discounting formula (Section 27.1 references 10% discounting) and sample sheet for validation.	27.1 Modified as - TCO is for 5 years period. The price quoted should be inclusive of all charges except applicable GST as per Bank's requirement mentioned in Annexure - G - Commercial Bid.

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
152	49	Other Terms & Conditions (24.3)	Scope includes inherent/customary items at no extra cost	Request boundary clarification to avoid scope creep: propose a definitive list of in-scope components at contract sign-off and a formal change control process for additions with CR effort rates (Annexure G).	No Change
153	95	Annexure E – Functional Specs	Treasury: Bullion trading via IIBX; NDF/LTFX; SSI; MTM	Please share detailed IIBX integration specs, API endpoints, certification steps, and whether Bank already has IIBX membership and clearing arrangements. Confirm SSI repository format and whether parent Treasury system will remain the book of record for positions.	It will be shared with successful bidder
154	17	Dashboards & Issue Management	Web-based dashboards and collaborative issue management tool	Please confirm whether Bank provides the tool (e.g., JIRA/ServiceNow) or bidder must supply; share required fields, SLAs, and reporting cadence.	Kindly Refer RFP clause
155	36	Training – Documentation	Physical & electronic copies	Please confirm preferred documentation standards (SRS, SDD, SOP) and whether Bank requires multilingual user guides.	It will be shared with successful bidder
156	12	Base Application – Currency	Base currency USD; cross currency setup for GBP, EUR, JPY, AUD, CAD, CHF, SGD	Please confirm additional currencies to be supported (e.g., HKD, AED, CNY). Provide expected currency pair coverage and FX rate source(s) and update frequency.	Yes, additional currencies to be supported as per business requirement. Currency pair coverage, FX rate source(s) and frequency will be shared with successful bidder.
157	13	Corporate Banking – Products	Loans syndication; Factoring/Forfaiting; BG/SBLC; Buyers/Suppliers Credit	Request detailed business processes, roles (lead/participant), booking models, fee structures, and settlement workflows in GIFT City context; please share sample formats for syndication agent functions and forfaiting documentation.	Sample formats will be shared with successful bidder
158	14	Treasury – Bullion Trading	Bullion Trading & Clearing via IIBX platform	Please share IIBX integration specifications, messaging standards, certification requirements, and expected trading volume; confirm whether clearing/settlement is via FCSS or separate gateway.	It will be shared with successful bidder
159	15	Remittances – SWIFT	Integration with Bank's existing SWIFT application including treasury messages	Confirm coverage of ISO 20022 MX messages in addition to MT; provide target message catalogue, interface method (API, MQ, file), ACK/NACK handling, and cutover plan from MT to MX if applicable.	In addition to MT, ISO 20022 MX messages also to be covered, target message catalogue will be shared with successful bidder.
160	15	Remittances – Clearing	Integration with Foreign Currency Settlement System (FCSS)	Kindly confirm whether FCSS is provided/owned by Bank; share interface specs, settlement cycles, and reconciliation process; indicate supported instruments (DD, BC, PO) and volume projections	Bank will be using FCSS provided by IFSCA and CCIL
161	15	Digital Banking Facility	Customer Web Portal / integration with Bank's existing portal	Please clarify whether a new portal is required for IBU or only integration with existing parent portal; if integration, share SSO, branding, and API exposure guidelines.	Separate digital web portal for IBU
162	15	MIS & Regulatory Reports	Statutory/Regulatory reporting per RBI/IFSCA/GOI; Daily reporting to parent Bank	Request detailed report catalogue (names, periodicity, formats), integration approach with parent systems, and acceptance of data warehouse-driven reporting vs. core-generated MIS.	Please refer IFSCA / RBI guidelines
163	15	Integration List	Core Banking, GL sync, SWIFT, EFRMS, DMS, V-CIP, Exchanges in IBU, Mail Messaging	Please provide system owners, interface specifications, security requirements (certificates, VPN), environment (DC/DR/UAT), and test sandboxes for each integration.	It will be shared with successful bidder
164	16	Reconciliation	Nostro/Vostro/Mirror accounts reconciliation across currencies	Confirm if Bank uses an existing reconciliation tool; if yes, provide interface and file formats; define expected matching rules (SWIFT refs, SSI) and exception management SLAs.	To be provided by bidder
165	16	IT Support & Scope – Architecture	Active-Active clusters at DC and DR; real-time replication; max utilization 70%	Please share acceptance criteria and performance test methodology; confirm licensing measurement for Active-Active (per-core/per-instance) and replication technology (RPO/RTO targets).	The application should be sized for Active-Active cluster at DC, Passive-Passive cluster at DR. Max utilization capped at 70% for HW/SW throughout contract period - all parameter utilization like CPU, memory, IOPS and DB wait events etc. RPO - 5 Mins, RTO - 2 Hours.
166	16	Authentication	SSO with AD; Biometric as 2nd factor	Kindly confirm existing biometric solution/vendor, supported modalities (finger/face/iris), and integration method (SDK/API); is OTP acceptable as fallback?	It will be shared with successful bidder
167	16	Integrations – Aadhaar Vault	Integration with Aadhaar Vault	Please confirm whether Aadhaar-related controls are required for GIFT City operations; if yes, share vault specs and consent flow for non-resident customers.	Yes. Vault specs and consent flow for non-resident customers as per IFSCA guidelines will be shared with successful bidder.
168	16	Security & VAPT	Periodic VAPT/IS audit including source code review	Clarify audit cadence, remediation timelines, scope (COTS vs bespoke), and whether Bank will provide OEM-approved tools/licences for code review; confirm acceptance of third-party security certifications.	It will be shared with successful bidder

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
169	24	10. Penalty	Clauses 10.1 to 10.4	Bidder requests that the Total of LD and all Penalties taken together under this contract should be capped at 5% of the Total Contract Value.	No Change
170	26	11. Disaster Recovery Setup	Bidder is also required to conduct at least one DR drill in a quarter. The DR site must be up and running within 2 hours of any disruption / disaster at primary site. In case DR site is not operational within 2 hours of disruption/disaster at primary site penalty will be levied @ 1% at total AMC / ATS cost per hour or part thereof subject to 10% total Annual maintenance support cost for the particular year	Bidder requests that the Total of LD and all Penalties taken together under this contract should be capped at 5% of the Total Contract Value.	No Change
171	45 and 58	Performance Bank Guarantee	Page 45 -The PBG amount shall be [5%] of the total contract value for Business Applications and Facility Management Services. Page 58 -Under Payment Terms -Payment will be released based on the following milestone and Terms & Condition subject to submission of the Performance Bank Guarantee of 10% of the project cost.	Please rectify the contradiction with regards to PBG in page number 58 . PBG is 5% of Total Contract Value as per PBG Clause in page 45 .	The scope of work is divided in different areas, the payment would be linked to delivery, and acceptance of each area as explained below. Payment will be released based on the following milestone and Terms & Condition subject to submission of the Performance Bank Guarantee of 5% of the project cost.
172	58	33. Payment Terms	33.1 Fixed Cost A) Application License Cost: Project Milestone Table and B) Third Party Software License Cost	Request CBI to release 100% payment on License delivery and not have any milestones attached to it.	No Change
173	58	33. Payment Terms	C) Implementation Cost	Bidder requests improvement in Implementation Payment Terms. Bidder proposal is as follows-1 Installation of Software in UAT, DC & DR -30%, Analysis and systems requirement specifications (SRS) sign off 10% and 20% each on Go live of Phase 1, 2 and 3 respectively.	No Change
174	59	33. Payment Terms - 33.2 Service Cost:-	A) Annual Technical Support (ATS) :- The payment will be released quarterly in arrear after completion of one year warranty period and as per actual. B) Facility Management: - The payment will be released quarterly in arrear from the date of Go-Live of the project and as per actual.	Request CBI to make payment for A) ATS as Annual in advance and B) Facility Management as Monthly in arrear	A) Annual Technical Support (ATS) :- The payment will be released annually in advance on submission of back to back arrangement document from OEM for ATS support and after completion of one year warranty period. B) Facility Management: - The payment will be released quarterly in arrear from the date of Go-Live of the project and as per actual.
175	60	Fixed Price	h) Bank will pay invoices within 30 days from the date of receipt of physical invoice by the Bank, except for those portions of any invoice that the Bank disputes in good faith and in writing. No penalty /Interest will be paid for the delayed payment.	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.	No Change
176	61 and 79	34. Order cancellation and 62. Termination of	Clause 34 - Pt 1 to 13 and Pt 62 - All clauses	Before termination of order, the bidder should be given an opportunity of being heard and the final decision should be taken post such discussions.	Prior to providing 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 contract. The decision to terminate the contract shall be taken only if the breach continues on remains un-rectified for the reasons within the control of the bidder even after the expiry of cure period. Notice period of 60 days will be allowed after cure period.
177	79	62. Termination of Contract	iii. Termination for Convenience: The Bank may terminate the contract at its convenience, in whole or in part, with written notice.	Request CBI to delete this clause .	No Change
178	62	36. Liquidated Damages (LD)	Liquidated damages-All clauses	Bidder requests that the Total of LD and all Penalties taken together under this contract should be capped at 5% of the Total Contract Value.	No Change
179	63	37. Service Level Agreement	11. The penalty is capped at maximum 10% of TCO beyond which bank may invoke Termination of Contract, as per Bank's discretion and penalty will be deducted on quarterly invoice amount.	Bidder requests that the Total of LD and all Penalties taken together under this contract should be capped at 5% of the Total Contract Value.	No Change
180	65 103 108	40. Annual Technical Support AND Annexure-F – Un-priced (masked) Commercial bid format AND Annexure-G – Commercial Bid	d) The ATS charges per annum should be maximum 10% of the cost of software license. (On Page 65) vs 8. The ATS charges per annum should be minimum 18% of the License cost of software components. (On Page 103 and 108)	There is a contradiction in the percentage of ATS	Clauses Deleted, No minimum or maximum Cap on ATS charges.

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
181	24	10. Penalty	<p>10. Penalty 10.1 Implementation</p> <p>Penalty will be charged 1% of project cost per week or part thereof for delay in delivery and implementation of application / solution beyond stipulated time period mentioned in RFP from the date of acceptance of purchase order subject to a maximum cap of 10% of the project cost.</p>	<p>10. Penalty 10.1 Implementation</p> <p>Penalty will be charged 1% of project cost per week or part thereof for delay in delivery and implementation of application / solution beyond stipulated time period mentioned in RFP from the date of acceptance of purchase order subject to a maximum cap of <u>₹ 40</u> of the project cost <u>and shall be levied only for the reasons solely attributable to the Bidder.</u></p>	<p>Penalty will be charged 1% of project cost per week or part thereof for delay in delivery and implementation of application / solution beyond stipulated time period mentioned in RFP from the date of acceptance of purchase order subject to a maximum cap of 10% of the project cost and shall be levied only for the reasons solely attributable to the Bidder.</p>
182	36	15. Change Management	<p>15. Change Management</p> <p>Post implementation, rate of any change request in terms of man days to be specified clearly, cost of 100 such man days will be part of offered TCO. Please note that Bank is using Functional Process Analysis (FPA) method to determine number of man days required for requested change in the system.</p>	<p>15. Change Management</p> <p>Post implementation, rate of any change request in terms of man days to be specified clearly, cost of 100 such man days will be part of offered TCO. Please note that Bank is using Functional Process Analysis (FPA) method to determine number of man days required for requested change in the system.</p> <p><u>A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the Bank to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the Bank for its approval within a reasonable time period. Bidder will incorporate the change after receiving the Bank's written approval. In case of delay in approval by the Bank, the baseline itself may undergo a change; this will mean a reassessment of the charges.</u></p> <p><u>Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed by Bidder to the Bank. These will be evaluated jointly by the Bank and Bidder and will be provided by the Bank at no cost to Bidder.</u></p>	<p>No Change</p>
183	57 – 58	32. Patent Rights	<p>32. Patent Rights</p> <p>In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the procurement of this RFP or any part/component thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claims, if it is made, without delay.</p>	<p>32. Patent Rights</p> <p>In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the procurement of this RFP or any part/component thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claims, if it is made, without delay.</p>	<p>No Change</p>

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
				<p>Supplier shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Supplier's compliance with Bank's specific technical designs or instructions (except where Supplier knew or should have known that such compliance was likely to result in an Infringement Claim and Supplier did not inform Bank of the same); (ii) inclusion in a Procurement or any part or component provided by Supplier 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 Procurement or any part or component provided by the Supplier after delivery by Supplier to Bank if such modification was not made by or on behalf of the Supplier; (iv) operation or use of some or all of the Procurement or parts or components in combination with products, information, specification, instructions, data, materials not provided by Supplier; or (v) use of the Procurement or part or components provided by the Supplier 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 by the Supplier; or (v) use of a superseded release of some or all of the Procurement or part or components provided by Supplier or Bank's failure to use any modification of the Procurement or part or component furnished under this RFP including, but not limited to, corrections, fixes, or enhancements made available by the Supplier.</p>	
184	62 – 63	36. Liquidated Damages (LD)	<p>36. Liquidated Damages (LD)</p> <p>1. If Successful bidders fail to deliver any or all of the Service(s) or perform the Services within the time period(s) specified in the RFP/Contract / Agreement, Bank shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder. Bidder has to deploy Solution at DC and DR within 8 weeks from the date of purchase order. For calculation of LD:</p> <p>2. The contract price for calculation of LD is TCO.</p> <p>3. The LD will be applicable on non-completion of implementation within defined timeline. LD will be 1% per week of the undelivered portion and shall be a maximum of 10% of the total cost of the project. Upon reaching threshold limit of 10%, Bank may initiate appropriate legal action, apart from resorting to other remedial measures as deemed fit.</p> <p>4. The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.</p> <p>5. Part of week will be treated as a week for this purpose.</p> <p>6. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.</p> <p>7. Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder.</p> <p>8. Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order.</p>	<p>36. Liquidated Damages (LD)</p> <p>1. If Successful bidders fail to deliver any or all of the Service(s) or perform the Services within the time period(s) specified in the RFP/Contract / Agreement, Bank shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder. Bidder has to deploy Solution at DC and DR within 8 weeks from the date of purchase order. For calculation of LD:</p> <p>2. The contract price for calculation of LD is TCO.</p> <p>3. The LD will be applicable on non-completion of implementation within defined timeline. LD will be 1% per week of the undelivered portion and shall be a maximum of 10% of the total cost of the project. Upon reaching threshold limit of 10%, Bank may initiate appropriate legal action, apart from resorting to other remedial measures as deemed fit.</p> <p>4. The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.</p> <p>5. Part of week will be treated as a week for this purpose.</p> <p>6. However, the Bank may, at its discretion, waive shall have the right to claim liquidated damages in ease only for the delay cannot be solely attributable to the Bidder.</p> <p>7. Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder.</p> <p>8. Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order.</p>	No Change

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
				<p>9. <u>Any payment remaining unpaid by the Bank shall be treated as a debt owed to the Supplier, and the Supplier, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% calculated from the date of payment became due until the recovery is made in full with interest.</u></p> <p>10. <u>Without prejudice to the other rights available, Supplier 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 Supplier shall not be treated as breach by it of the provisions of this RFP.</u></p>	
185	64	39. Warranty	<p>39. Warranty</p> <p>3. Any corruption in the software or any services shall be rectified during the full period of the contract including warranty, if contracted, at no extra cost to the Bank.</p> <p>5. The successful bidder warrants that Deliverables and the Services provided by the successful bidder shall be as per the terms of this Agreement. The successful bidder should guarantee that the software supplied to the Bank is licensed and legally obtained. Software must be supplied with their original and complete printed documentation. The successful bidder shall be fully responsible for warranty of all the system components in respect of proper design, quality, material and workmanship of the software, accessories etc. covered by the offer.</p>	<p>39. Warranty</p> <p>3. Any corruption in the software or any services shall be rectified during the full period of the contract including warranty, if contracted, at no extra cost to the Bank.</p> <p>5. The successful bidder warrants that Deliverables and the Services provided by the successful bidder shall be as per the terms of this Agreement. The successful bidder should guarantee that the software supplied to the Bank is licensed and legally obtained. Software must be supplied with their original and complete printed documentation. The successful bidder shall be fully responsible for warranty of all the system components in respect of proper design, quality, material and workmanship of the software, accessories etc. covered by the offer.</p> <p><u>If the successful bidder is in breach of the warranties in respect of a given Deliverable or Services due to reasons solely attributable to the successful bidder, then the successful bidder shall, at its own cost, re-perform such Deliverables or Services as are necessary to rectify that breach or replace the Deliverables or Services that provides substantially similar functionality and then re-submit that Deliverables or Services. If, however, both parties subsequently mutually determine that such remedies are not practicable, the Bank's exclusive remedy shall be to require the successful bidder to refund/return all payment of fees allocable to that part of the non – conforming Deliverables or Services made by the Bank to the successful bidder under this RFP (if already paid by the Bank). This warranty shall not apply in the event that failure of the Deliverable or Services to conform to its corresponding specifications has resulted from: (a) modification of the Deliverable after delivery by successful bidder if such modification was not made by or on behalf of the successful bidder, (b) use of the Deliverable in combination/ operation with other products or systems which are not approved by the successful bidder and operation of the Deliverables on incompatible hardware and/or software not recommended by successful bidder or (c) if the Deliverables has been used otherwise than in accordance with the relevant documentation and/or otherwise than for the purpose for which they have been developed or supplied, or (d) defects in components or materials provided to successful bidder by Bank in connection with the preparation of the Deliverable.</u></p>	<p>No Change</p> <p>No Change</p>

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
				<p>6. EXCEPT AS SET FORTH IN THIS SECTION 39 OF THIS RFP, SUCCESSFUL 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 SUCCESSFUL BIDDER.</p> <p>7. The Bank warrants that all software, information, data, materials, and other assistance ("Bank materials") provided by it to the successful bidder will not infringe the intellectual property rights of any third parties. Further, the Bank has the rights and is otherwise authorized to deliver the Bank Material and to grant the rights and licenses to the successful bidder as contemplated in this RFP.</p>	
186	67	42. Confidentiality	<p>42. Confidentiality 42.3 Restrictions</p> <p>ii. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.</p>	<p>42. Confidentiality 42.3 Restrictions</p> <p>ii. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.</p>	No Change
187	69 – 72	43. Indemnity	<p>43. Indemnity General Indemnity</p> <p>(i) The Service Provider shall indemnify, defend, and hold harmless the Bank, its employees, personnel, officers, directors, agents, and representatives from and against any and all losses, liabilities, claims, actions, damages, costs, and expenses (including legal fees) arising directly or indirectly from or in any way related to any of the following:</p> <p>a. The Bank's authorized or bona fide use of the Deliverables and/or Services provided by the Service Provider under this RFP, or any terms and conditions stipulated in the SLA (Service Level Agreement) or Purchase Order (PO).</p> <p>b. Any act, omission, or failure by the Service Provider, its employees, agents, or subcontractors in the performance of the Service Provider's obligations under this RFP, SLA, or PO.</p> <p>c. Any claims made by employees, agents, or subcontractors of the Service Provider against the Bank.</p> <p>d. Any breach of any term or condition of this RFP or any representation, warranty, or assurance made by the Service Provider under this RFP, SLA, or PO.</p> <p>e. Any claims arising out of the Deliverables or Services infringing any patents, trademarks, copyrights, or other intellectual property rights.</p> <p>f. Any breach of the confidentiality obligations by the Service Provider under this RFP, SLA, or PO.</p> <p>g. Any negligence, gross misconduct, or failure to exercise reasonable care by the Service Provider or its employees, agents, or subcontractors.</p> <p>Further:</p>	<p>43. Indemnity General Indemnity</p> <p>(i) The Service Provider shall indemnify, defend, and hold harmless the Bank, and its employees, personnel, officers, directors, agents, and representatives from and against any and all losses, liabilities, claims, actions, damages, costs, and expenses (including legal fees) arising directly or indirectly from or in any way related to any of the following:</p> <p>a. The Bank's authorized or bona fide use of the Deliverables and/or Services provided by the Service Provider under this RFP, or any terms and conditions stipulated in the SLA (Service Level Agreement) or Purchase Order (PO).</p> <p>b. Any act, omission, or failure by the Service Provider, its employees, agents, or subcontractors in the performance of the Service Provider's obligations under this RFP, SLA, or PO.</p> <p>b. Any claims made by employees, agents, or subcontractors of the Service Provider against the Bank.</p> <p>d. Any breach of any term or condition of this RFP or any representation, warranty, or assurance made by the Service Provider under this RFP, SLA, or PO.</p> <p>e. Any claims arising out of the Deliverables or Services infringing any patents, trademarks, copyrights, or other intellectual property rights.</p> <p>f. Any breach of the confidentiality obligations by the Service Provider under this RFP, SLA, or PO.</p> <p>g. Any <u>gross</u> negligence, <u>gross willful</u> misconduct, or failure to exercise reasonable care by the Service Provider or its employees, agents, or subcontractors.</p> <p>Further:</p>	No Change

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
			<p>i) if a Party makes a claim under the indemnity set out under Clause 33.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).</p> <p>Patent, Copyright, Trademark, and Intellectual Property Infringement</p> <p>ii. The Service Provider shall not settle or compromise any such claim in a manner that would diminish the rights of the Bank or increase the obligations of the Bank under this Agreement, without obtaining prior written consent from the Bank. If the Service Provider elects not to defend the claim, the Bank shall have the right to defend or settle the claim, at the Service Provider's cost, and the Service Provider shall reimburse the Bank for all associated costs, including any damages, settlements, legal fees, and other expenses. Should the amount payable to the Service Provider be insufficient to cover the costs incurred by the Bank, the Service Provider shall promptly reimburse the Bank for all such amounts.</p> <p>iv. If the Service Provider fails to fix bugs, provide required modifications, enhancements, or customizations, or fails to meet the Service Levels as agreed upon in this RFP, SLA, or PO, the Service Provider shall compensate the Bank for any direct financial loss suffered by the Bank due to such failure.</p>	<p>i) if a Party makes a claim under the indemnity set out under Clause 33.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages). <u>The indemnifying party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the indemnified party.</u></p> <p>Patent, Copyright, Trademark, and Intellectual Property Infringement</p> <p>ii. <u>Service Provider shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Service Provider's compliance with Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider 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 Service Provider to Bank if such modification was not made by or on behalf of the Service Provider; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Service Provider; 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 by the Service Provider; 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 RFP including, but not limited to, corrections, fixes, or enhancements made available by the Service Provider.</u></p> <p><u>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 Service Provider is required to indemnify Customer according to a final decision of the courts or in the view of Service Provider – the Service Provider 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, the Service Provider 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 Service Provider and the exclusive remedy of the Bank in matters related to infringement of third-party intellectual property rights.</u></p>	

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
			<p>vii. Indemnity under this Agreement shall be limited to the damages awarded by the court or in arbitration, and shall exclude any indirect, incidental, or consequential damages. However, indemnity shall cover all damages, losses, or liabilities arising from claims made by regulatory authorities.</p>	<p>The Service Provider shall not settle or compromise any such claim in a manner that would diminish the rights of the Bank or increase the obligations of the Bank under this Agreement, without obtaining prior written consent from the Bank. If the Service Provider elects not to defend the claim, the Bank shall have the right to defend or settle the claim, at the Service Provider's cost, and the Service Provider shall reimburse the Bank for all associated costs, including any damages, settlements, legal fees, and other expenses. Should the amount payable to the Service Provider be insufficient to cover the costs incurred by the Bank, the Service Provider shall promptly reimburse the Bank for all such amounts.</p> <p>iv. If the Service Provider fails to fix bugs, provide required modifications, enhancements, or customizations, or fails to meet the Service Levels as agreed upon in this RFP, SLA, or PO, the Service Provider shall compensate the Bank for any direct financial loss suffered by the Bank due to such failure.</p> <p>vii. Indemnity under this Agreement shall be limited to the damages awarded by the court or in arbitration, and shall exclude any indirect, incidental, or consequential damages. However, indemnity shall cover all damages, losses, or liabilities arising from claims made by regulatory authorities.</p>	
188	73 – 74	47. Intellectual Property Rights	<p>47. Intellectual Property Rights</p> <p>i. The Bidder claims and represents that it has obtained appropriate rights to provide/use the Deliverables and Services upon the terms and conditions contained in this RFP.</p> <p>ii. The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.</p> <p>iii. If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, (i) obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFP.</p>	<p>47. Intellectual Property Rights</p> <p>i. The Bidder claims and represents that it has obtained appropriate rights to provide/use the Deliverables and Services upon the terms and conditions contained in this RFP.</p> <p>ii. The Bidder shall be responsible <u>for providing reasonable assistance to the Bank at its own cost</u> for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.</p> <p>iii. If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, (i) obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFP, <u>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, the Bidder 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 Bidder and the exclusive remedy of the Bank in matters related to infringement of third-party intellectual property rights.</u></p>	No Change

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
			<p>iv. Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.</p>	<p>iv. <u>All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement ("pre-existing work") shall remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their subcontractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this RFP. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the BIDDER should grant Bank a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to Bank as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. Bank's license to pre-existing work is conditioned upon its compliance with the terms of this RFP and the perpetual license applies solely to the pre-existing work that bidder leaves with Bank at the conclusion of performance of the services. Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.</u></p> <p><u>(v) In no event shall BIDDER be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in this RFP. In addition, subject to the confidentiality obligations, BIDDER shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.</u></p>	
189	74	48. Bidder's Liability	<p>48. Bidder's Liability</p> <p>The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from willful misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights (if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.</p>	<p>48. Bidder's Liability</p> <p>The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) shall be theat amount paid by the Bank to the Bidder in the twelve (12) month period immediately preceding the date such liability arose under this Contract <u>actuals and limited to the value of the contract</u>. The Bidders liability in case of claims against the Bank resulting from willful misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights (if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank and the Bidder be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.</p>	No Change

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
			<p>Subject to any law to contrary, and to the maximum extent permitted by law neither party shall be liable to other for any remote and indirect loss or damages arising out of this tender and subsequent agreement or services provided."</p> <p>Liability for Subcontractor Practices: The Service Provider shall be contractually liable for the performance of its subcontractors and must ensure that its subcontractors adhere to the same level of risk management practices as required by the Bank. This includes ensuring that subcontractors meet the agreed-upon standards of performance, compliance, and quality.</p>	<p>Subject to any law to contrary, and to the maximum extent permitted by law neither party shall be liable to other for any remote and indirect, <u>special, incidental, consequential (including loss of profit or revenue, loss of data), exemplary or punitive</u> loss or damages arising out of this tender and subsequent agreement or services provided."—</p> <p>Liability for Subcontractor Practices: The Service Provider shall be contractually liable for the performance of its subcontractors and must ensure that its subcontractors adhere to the same level of risk management practices as required by the Bank. This includes ensuring that subcontractors meet the agreed-upon standards of performance, compliance, and quality.</p> <p><u>The Bidder 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 tender 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 third party service providers to perform any of its duties and obligations as set out in this tender. In the event that the Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank, the Bidder 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 vendor 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 the Bank and subject to mutual agreement with the Bank, the Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. The Bidder shall be entitled to invoice the Bank for additional costs incurred in connection with correction or remedy as above at t&m rate card agreed herein.</u></p>	
190	78 – 79	61. Force Majeure	<p>61. Force Majeure</p> <p>Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above. Notwithstanding above, the decision of the Bank regarding whether the event so claimed by the bidder is a force majeure event or not, shall be final and binding on the Service provider.</p> <p>Financial constraints by way of increased cost to perform the obligations due to any reason, if the obligations can be performed otherwise, shall not be treated as a force majeure situation.</p>	<p>61. Force Majeure</p> <p>Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.</p> <p><u>However, the party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event. If under this clause either party is excused performance of any obligations for a continuous period of 30 days, then the other party may at any time hereafter while such performance continues to be excused, terminate this tender, without liability, by notice in writing to the other. Bank shall however, be liable to pay Bidder for the services rendered under this tender.</u></p> <p>Notwithstanding above, the decision of the Bank regarding whether the event so claimed by the bidder is a force majeure event or not, shall be final and binding on the Service provider.—</p>	No Change

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
				Financial constraints by way of increased cost to perform the obligations due to any reason, if the obligations can be performed otherwise, shall not be treated as a force majeure situation.	
191	81	63. Audit	<p>63. Audit</p> <p>To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representative access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the bidder.</p>	<p>63. Audit</p> <p>To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representative access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the bidder.</p> <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 cost of such audit shall be borne by the Bank. 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. Bank will ensure that the auditor (except CAG) appointed to conduct the audit will not be the competitor of Selected Bidder and will be bound by confidentiality obligations.</u></p>	No Change
192	83	67.Data Localization	<p>67. Data Localization</p> <p>The service provider shall ensure that all data, as applicable to the concerned bank, is stored exclusively within India, in full compliance with the extant regulatory requirements set forth by the relevant authorities. The service provider shall not store or process any data outside of India without prior written consent from the bank and approval from regulatory bodies.</p>	<p>67. Data Localization</p> <p>The service provider shall ensure that all data, as applicable to the concerned bank, is stored exclusively within India, in full compliance with the extant regulatory requirements set forth by the relevant authorities. The service provider shall not store or process any data outside of India without prior written consent from the bank and approval from regulatory bodies.</p>	No Change
193	86	81. Arbitration	81. Arbitration	81. Arbitration	No Change

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
			<p>All disputes or differences whatsoever arising between the parties out of or in connection with this RFP /Tender or in discharge of any obligation arising out of the RFP/Agreement purchase order whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract, shall be settled amicably. If however, the parties are not able to solve them amicably, then all disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Mumbai, Maharashtra State, India only. The Bidder shall continue work under the Contract during the dispute 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</p> <p>dispute is obtained</p>	<p>All disputes or differences whatsoever arising between the parties out of or in connection with this RFP /Tender or in discharge of any obligation arising out of the RFP/Agreement purchase order whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract, shall be settled amicably. If however, the parties are not able to solve them amicably, then all disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The <u>arbitration shall be conducted by a sole arbitrator may be mutually appointed by both the parties or in ease of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such</u> The arbitration <u>proceedings</u> shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Mumbai, Maharashtra State, India only. The Bidder shall continue work under the Contract during the dispute 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</p> <p><u>dispute is obtained, Bank shall adhere to make all the payments without causing any delay unless the arbitrator awards otherwise. The award of the arbitrator shall be enforced in the court of Mumbai, Maharashtra.</u></p>	
194	110	Annexure-I - Undertaking by Bidder	<p>Annexure-I - Undertaking by Bidder</p> <p>As on date of submission of tender, we are not blacklisted by the Central Government/ any of the State Governments / PSUs in India or any Financial Institution in India.</p>	<p>Annexure-I - Undertaking by Bidder</p> <p>As on date of submission of tender, we <u>are must have not been</u> blacklisted by the Central Government/ any of the State Governments / PSUs in India or any Financial Institution in India.</p>	No Change
195	114	Annexure-J - Confidentiality / Non-Disclosure Agreement	<p>Annexure-J - Confidentiality / Non-Disclosure Agreement</p> <p>12. Term</p> <p>This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of FIVE Years there from. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non- defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.</p> <p>13. Jurisdiction for dispute resolution:</p>	<p>Annexure-J - Confidentiality / Non-Disclosure Agreement</p> <p>12. Term</p> <p>This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of FIVE Years there from. <u>Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement.</u> Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.</p> <p>13. Jurisdiction for dispute resolution:</p>	No Change

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
			<p>All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Mumbai, Maharashtra State, India only.</p> <p>15. Indemnity</p> <p>The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.</p>	<p>All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitration shall be conducted by a sole arbitrator mutually may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such The arbitration <u>proceedings</u> shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Mumbai, Maharashtra State, India only. <u>The award of arbitrator shall be enforced in the Court of Mumbai, Maharashtra, India.</u></p> <p>15. Indemnity-</p> <p>The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.</p>	
196		Additional Clause		<p><u>Letter of Acceptance</u></p> <p>As the first step for the assignment, the BANK will issue Bidder a Letter of Acceptance. This letter will refer to proposal and confirm its acceptance. Initial payment, by cheque or draft drawn on a branch at the location of Bidder's branch submitting the proposal, must accompany the Letter of Acceptance.</p>	Not acceptable
197		Additional Clause		<p><u>Execution Infrastructure</u></p> <p>The BANK will provide necessary and adequate infrastructure to enable Bidder to fulfill its commitment for the assignment. This will be applicable for each Bidder Consultant associated with the project and will be arranged for and provided at no cost to Bidder. The infrastructure will include:</p> <ul style="list-style-type: none"> i. Office space; ii. Hardware and software; iii. Computer consumable iv. Office stationery and consumable; v. Secretarial assistance, if necessary, at site; vi. Telephone, e-mail and fax facilities at site; vii. Photocopying assistance; viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided). <p>The above-mentioned infrastructure will be required for work to be carried out at the site of BANK during regular working hours. BANK shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.</p>	Not acceptable
198		Additional Clause		<u>Co-ordination</u>	It will be discussed with successful bidder

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
				<p>BANK will provide timely clarifications and feedback sought by Bidder's Consultants during the period of this assignment. BANK will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various BANK Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have necessary authorization from BANK to take decisions and give timely approvals as per the need of the project.</p>	
199		Additional Clause		<p><u>Assistance</u></p> <p>The BANK will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the BANK, before the service is undertaken by Bidder.</p> <p>Necessary and sufficient time will have to be spent by Users in BANK with Bidder personnel during this stage of the assignment.</p>	Not Acceptable
200		Additional Clause		<p><u>Methodology, Tools and Techniques</u></p> <p>Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the BANK will need to be communicated to Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.</p>	Not Acceptable
201		Additional Clause		<p><u>Deliverables</u></p> <p>The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.</p>	Not Acceptable
202		Additional Clause		<p><u>Acceptance of Deliverables</u></p> <p>BANK will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal.</p>	Not Acceptable

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
				<p>The application software (if any) will be delivered/installed for acceptance to BANK as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BANK. BANK 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 BANK. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by BANK, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. BANK will confirm acceptance in writing to Bidder. 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. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by BANK if the BANK (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).</p> <p>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 BANK. 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.</p>	
203		Additional Clause		<p><u>Reimbursement of Tax/Levy</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.</p>	Not Acceptable
204		Additional Clause		<p><u>Additional Support and Services</u> In case the BANK requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate.</p>	Not Acceptable
205		Additional Clause		<p><u>Travel and Related Expenses</u> Should the assignment require any travel by any Bidder expert outside their respective base location(s), the BANK will provide to and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.</p>	Not Acceptable
206		Additional Clause		<p><u>Cost Escalation</u></p>	Not Acceptable

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
				<p>Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the BANK, non-availability of facilities at the BANK, increase in the scope of the agreed Change-Requirements or increase in the BANK's Implementation support requirements etc., Bidder will bring this to the attention of the BANK. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.</p>	
207		Additional Clause		<p><u>Non-Exclusively</u> Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.</p>	Not Acceptable
208		Additional Clause		<p><u>Independent Relationship</u> This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.</p>	Not Acceptable
209		Additional Clause		<p><u>Modification</u> This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party.</p>	Not Acceptable
210		Additional Clause		<p><u>Publicity</u> Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.</p>	Not Acceptable
211		Additional Clause		<p><u>Survival</u> The clauses of this proposal which by their nature are intended to survive shall so survive the termination/expiry of this proposal.</p>	Not Acceptable
212		Additional Clause		<p><u>SLA Exclusions</u> The time lost due to any of the following causes shall not be included in calculating "Fix/Work Around Available Time" or "Resolution Time": i Time lost due to power or environmental failures; ii Time taken to recover the equipment because of power or environmental failures; iii Time lost due to damage or malfunction of the equipment or any of the units thereof due to causes attributable to Customer/OEM, such as attachment of additional devices, making alteration to the system, participate in maintenance of the system, etc., without Contractor/ Bidder's consent. iv Time taken for scheduled maintenance/troubleshooting (including back-up and restore times) either for preventive purposes or improvement in function or other purposes; v Time taken for reconfiguration or other planned downtime situations; vi Scheduled shutdowns as required by Owner/ Purchaser. Contractor/ Bidder may also request Owner/ Purchaser for a shutdown for maintenance purpose, which request will not be denied unreasonably by Owner/ Purchaser.</p>	Not Acceptable

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
				<p>vii Time taken for booting the systems.</p> <p>viii Time taken to get approval from all stakeholders for the exclusive availability of system for support activities where the prospective solutions can be tested prior to promotion into production.</p> <p>ix Time taken by Customer to approve the work around or fix.</p> <p>x Time taken by the third-party Bidders and service providers for fixing a product related fault/ defect, replacement of part(s), or responding to clarifications.</p>	
213	16	IT Support and Scope	<p>7.3 The application should be sized for Active-Active cluster at DC & Active-Active cluster at DR.</p> <p>The proposed solution should also provide for real time DC – DR replication so that in case of any unforeseen events, the switch over to DR can take place and the application can work seamlessly as before without any data loss. All system components (Hardware/Software) should be sized in such a manner that the maximum utilization for the current level of Users is 70%. Bidder shall maintain the 70% utilization level of Hardware & Software throughout the period of contract.</p>	<p>A) We understand that DB license will be provided by the bank. Please confirm</p> <p>B) We understand that Server load balancer will be provided by bank with GSLB License. Please confirm</p>	Bank will provide DB license for Oracle database. However, any application / license required for Server load balancer to be provided by bidder.
214	16	IT Support and Scope	7.4 System should support single sign on and windows active directory with biometric as 2nd factor authentication	Win AD will be provisioned and managed by Bank . Please confirm	Bidder has to integrate proposed solution with Bank's existing AD services.
215	16	IT Support and Scope	7.5 Vendor has to support for Operating System and Database along with the application during the entire contract period of 5 years	Please confirm the support window for OS and DB administration i.e 9x5 or 24x7x365 days	Support from resources is required from 08:00 AM to 10:00 PM on all Bank working days. In case of exigencies support should be extended beyond stipulated time frame or on holidays.
216	16	IT Support and Scope	7.11 Bidder should upgrade the solution and other related software version whenever new version will be released or any changes notified by the Regulatory Authority without any cost to the Bank during the contract period including ATS etc.	Its very difficult to do the version upgrade with same manpower for Database. There will be cost implication for the version upgrade. Please relax or modify the clause	No Change
217	17	IT Support and Scope	<p>7.13 SUPPORT FOR Operating System (OS): -Bidder has to carryout hardening of OS</p> <p>(Operating System), patch management activity and other configuration on OS & its related software, etc., (which is provided under this RFP either by Bidder or Bank) as per Bank's requirement or VAPT Observations / audit of bank / any regulatory requirement during warranty/ATS period as per Bank's requirement</p>	We understand that Bank will provide Patch mgmt. tool for OS Patch mgmt. please confirm	Bank will provide patch management tool for the OS provided by Bank, however bidder has to carryout patch management activities. In case of OS other than Windows server, bidder has to provide patch management tool and carry out activities
218	17	IT Support and Scope	<p>7.14 SUPPORT FOR Database (DB): - Bidder has to maintain Date Base, patch management</p> <p>activity and other configuration on DB & its related software, etc., (which is provided under this RFP either by Bidder or Bank) as per Bank's requirement or VAPT Observations / audit of bank / any regulatory requirement during warranty/ATS period as per Bank's requirement</p>	We understand that Bank will provide Patch mgmt. tool for DB Patch mgmt. please confirm	Bank will provide patch management tool for the Oracle Database provided by Bank, however bidder has to carryout patch management activities. In case of database other than Oracle, bidder has to provide patch management tool and carry out activities.

Sr. No.	RFP Pg No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Bank Response
219	17	IT Support and Scope	7.21 The bidder shall provide perpetual/subscription licenses for all software components proposed in the solution and should be in name of Bank. The software licenses proposed for proposed solution should be independent of hardware and should not be tied down to the hardware it is installed on. The Bank should be able to reuse or port the software licenses on any new hardware in future.	Bidder can propose premium support at DC site and standard support at DR site for proposed third party software . Please confirm	Please refer RFP
220	18	IT Support and Scope	7.25. The proposed solution must be under single point of contact from OEM comprising of software, backup solution etc	A)Is Bank exception from bidder to propose backup solution OR bidder can leverage banks existing backup solution. B) We understand that backup administration will be done by bank. Please confirm	Bank is going to provide backup solution and bidder has administer backup activities.
221	19	8.Infrastructure	Latest Hardware infrastructure will be provided by Bank, and the application will be implemented in Bank's VM. The details of Hardware / Infrastructure sizing are mentioned in Annexure-L.	We understand that bank will provision, manage and monitor that HW and bidder has no role for maintenance of the HW. Bidder liability is limited up to OS and DB Administration level. Please confirm	Bidder has to do infrastructure sizing, Bank will provide infra as proposed. Bidder's liability is towards maintenance / administration of the OS, DB and other software installed on the infrastructure provided by Bank. Bank will provide and manage hardware provided by Bank.
222	20	The Bill of Materials should include the following details	The proposed solution shall be hosted on Bank's VM in Red Hat Linux 9 or higher / Windows Server 2022 or higher	We understand that RHEL OS license will be provided by the Bank. Please confirm	Bank will provide Windows Server 2022 OS. In case bidder proposes OS other than Windows Server 2022, bidder has to provide licenses for the same.
223	14	5.1 Forex	Bullion Trading and Clearing (Through IIBX Platform)	Please elaborate the exact business requirements (Buy/Sale or Placement, Settlement type (Cash or Physical etc) along with the features expected from the system	It will be shared with successful bidder
224	19	8 Infrastructure	Hardware & Network - General assumptions for HW SIZING	Please provide the following volume related information for Treasury module for an optimal sizing a) No of concurrent users and Named users b) Average volume of transactions in a day (asset classes/ Product wise like Forex, Money Market, Investment) c) year on year growth of transaction data	It will be shared with successful bidder As per RFP (500) 10%
225		General	Migration	Please detail if any migration of existing data is needed or not within this scope of RFP. If Yes, please provide the size of the migration data for Treasury module	There is no migration from any legacy system. It is a fresh implementation.
226	12	Base application	1.2 Functional components	· Local Currency (INR) setup for administrative purpose Clarity needed for this requirement	Mirror account for local currency account opened with other Branch in India
227	12	Base application	1.2 Functional components	· Tax maintenance Clarity needed for this requirement on which tax maintenance we are referring to?	As per regulatory and statutory guidelines
228	15	Remittances	7. Remittances	As per our understanding DD and BC are not part of FCSS. kindly elaborate on this requirement	Provisions should be there
229	15	Integrations	11. Integration with other existing systems of the Parent Bank / IBU	as per IFSCA/ IDPMS/ EDPMS. Need clarity on the IDPMS/EDPMS as this is specifically required for India implementation and not IBU	Provisions should be there