



UCO BANK, Department of Information Technology

Request for Proposal (RFP) For “Implementation of Bharat Bill Payment System to operate as a Bharat Bill Payment Operating Unit RFP Ref No : UCO/DIT/1003/2016-17 Date 31-08-2016” Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s), Amendments, Addendums and Corrigendum’s

| SL No | Page no | Clause | Clause as per RFP | Description of Query/Clarification sought by Bidder | Bank Response |
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| 1. | 9 | Section 1.6 | Earnest Money Deposit (EMD) of Rs. 10,00,000 | We wish to decrease the EMD to Rs. 1,00,000 (Rs. One Lakh) | Clause 1.6 of the RFP has been modified as “Earnest Money Deposit (EMD) of Rs. 5,00,000.” |
| 2. | 13 | Section 2.1 – Eligibility Criteria Point 2 | The bidder should have an annual turnover of at least Rs. 10 Crores per annum for last 3 financial years (i.e. 2013-14, 2014-15, and 2015-16) | The Bidder should have registered an annual turnover of at least Rs. 5 Crores per annum for last 3 financial years (i.e 2013-14, 2014-15 and 2015-16). | Clause of the RFP has been modified as “The Bidder should have registered an annual turnover of at least Rs. 5 Crores per annum for last 3 financial years (i.e 2013-14, 2014-15 and 2015-16).” |
| 3. | 22 | Section 5.4 – Performance Bank Guarantee | The selected bidder, within 15 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as Annexure I, issued by any | The selected bidder, within 15 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as Annexure I, issued by any scheduled commercial bank equal to 5% of | Clause stands as per RFP. |

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| | | | scheduled commercial bank equal to 10% of the order value valid for 39 months from the date of purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned. | the order value valid for 39 months from the date of purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned. | |
| 4. | 19 | 4.5 | *Note: Phase-2 is required if Bank wants to be Biller OU also. In case, Bank has opted only to be Customer OU then Phase-2 is not required. | <p>1) Request the Bank to clarify if Bank wants to be Biller OU since overall implementation timelines and planning can be impacted if Bank decides to be Biller OU after completion of Phase 1.</p> <p>2) How many existing Merchants does the Bank currently have? Request the Bank to specify the nature of integration with these Merchants. If the Bank is not able to provide the information, request the Bank to consider merchant on-boarding an operational activity in Phase2.</p> | Bank will act as Biller OU post Phase 1. As and when the merchant tie up will happen with the Bank, vendor has to integrate the merchant in the BBPS environment. |
| 5 | 20 | 4.6 | Standard API's For Interface With Alternate Delivery Channels | Request the Bank to clarify whether payment channel API's will be provided by the Bank for the Bidder to consume for Integration | Payment channel API's will be provided by the Bank |
| 6 | | | | Can the Bank please clarify the year on year volumes it is expecting for the contract period? This will be helpful in hardware sizing estimation. | Please refer scope of work, point no-14. First year-50 to 75 lacs, 2 nd year 75-1.25 cr, 3 rd 1.25-2cr approx. volume of transaction. |

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| 7 | 18 | 4.2 | SMS/Email Integration | Request the Bank to clarify if existing vendors for SMS / Email are present with the Bank for Integration? | Bank has its SMS/Email vendor. The required information will be shared with the selected bidder. |
| 8 | 13 | 2.1 | Eligibility Criteria | <p>We understand that bank is looking forward for a partner with some experience of Bill payment system to ensure successful implementation of BBPOU platform hence we request bank to consider adding of below eligibility qualification:</p> <p>1) The bidder should have successfully completed sand box testing with NPCI for BBPOU integration.</p> | Clause stands as per RFP. |
| 9 | 13 | 2.1 | Eligibility Criteria | <p>We understand that bank is looking forward for a partner with some experience of Bill payment system to ensure successful implementation of BBPOU platform hence we request bank to consider adding of below eligibility qualification:</p> <p>1) The bidder should be implementing / implemented hosted BBPOU platform for at least one bank in India. Formal go ahead email / Purchase order should be submitted as proof of this.</p> | Yes. Clause stands as per RFP. |
| 10 | 14 | PART –II/ 2.1 Eligibility Criteria/4. | The Bidder should own the intellectual property rights of the solution or should have rights from the owner. If not, the Bidder should have in place proper tie-ups, | As the proposed system is in-house developed can the bidder can give an undertaking to this effect. The intellectual property rights solely rest with the vendor. | Yes |

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| | | | commercial agreements & authorized implementation partnership for deployment/resale/customization of software with the product OSD whose software products are offered. | | |
| 11 | 14 | PART –II/ 2.1 Eligibility Criteria/5. | The bidder should be an OEM or their authorized representative. | As the proposed system is in-house developed can the bidder can give an undertaking to this effect. | Yes |
| 12 | 14 | PART –II/ 2.1 Eligibility Criteria/6. | Bidder should have experience of minimum 1 years as on 30th September, 2016 in providing such type of solutions or carrying out activities/projects like Payment Gateway/ATM Switch/IMPLS/Biller Integration & reconciliation of the RBI/NPCI/PSB. | If the vendor has implemented payment gateway solution to one of the banks will it suffice the requirements? We need more clarity on Biller Integration & reconciliation of the RBI/NPCI/PSB | Clause of the RFP has been modified as "Bidder should have experience of minimum 1 years as on 30th September, 2016 in providing such type of solutions or carrying out activities/projects like Payment Gateway/ATM Switch/IMPS/Biller Integration & reconciliation of the RBI/NPCI/PSB." |
| 13 | 48 | Annexure-E Commercial Bid Format | Table-4 | Request the bank to provide the approximate number of transactions for each year for quoting reconciliation charges. Bidders are not privy to the changes in tax structure introduced by respective regulatory authorities from time to time.(Eg. Introduction of GST and its impact is unknown so far). | Bidder has to quote bid with existing tax in place. However, payment will be made based on the prevailing tax at the time of invoice. |

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| | | | | Accordingly almost RFP's in India so far have excluded taxes from the Ambit of commercial calculations. We request the bank to please consider the base price of components and exclude all taxes and levies from the gamut of commercial evaluation. | |
| 14 | | General | Submission of Bid documents | Request the bank to consider 2 weeks time for submission of bid documents from the date the pre-bid clarifications is published in the bank's website. | Date of Submission of bid is extended upto 13/10/2016. |
| 15 | 13 | 2.1. (3) | The Bidder should be a profit making entity (profit after tax) in any two of the last three financial years i.e. 2013-14, 2014-15, and 2015-16. | Usually for IT Companies banks prefer Eligibility Criteria as "Profit making in last 3 financial years OR having Positive Networth in last 3 financial years". Suggest to amend. | Clause stands as per RFP. |
| 16 | 17 | 3 (iii) | Provide mobile app in android/windows/blackberry/i OS for customer payment | Bank has its own Mobile Banking Application. APIs can be shared with the Mobile Banking Vendor for integration with BBPOU. Does Bank want to have separate Mobile App for BBPOU. Please clarify. | Yes , For BBPPOU Bank wants separate Mobile App. |
| 17 | 18 | 19 | The proposed Bharat Bill Payment system application must be implemented in scheduled languages (22) of the India. | We understand this requirement is from the perspective that Customer accessing the Web Portal of Bank for using bank BBPS system. In such case Bank web portal vendor need to provide this facility. In case if Bank wants to provide | BBPS vender has to provide required web portal for BBPS, which should be available in 22 languages |

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| | | | | separate portal then bidder will have to provide it. Please clarify. | |
| 18 | 18 | 4.2 Phase 1 (1) | Portal for bill payment through BBPS | Does Bank want to provide dedicated portal for customer to access Bank BBPS. Please clarify. | Yes |
| 19 | 18 | 4.2 Phase 1 (2) | Integration with Core Banking Application | Bank to arrange APIs for integration. Any charges for API by CBS vendor should be borne by Bank. | Yes |
| 20 | 18 | 4.2 Phase 1 (10) | Complaint management system [CMS] i. Complaint messages to BBPCU ii. The complete Complaint management system should be available. | As per the BBPS technical specification the Compliant Management System (CMS) & Dispute Management System (DMS) is in the scope of BBPCU (NPCI). | The scope of work should be as per the guidelines of NPCI. The selected bidder has to in line with NPCI to the any changes/updation/modification of the proposed system and it will be the responsibility of the selected bidder. |
| 21 | 19 | 4.2 Phase 1 (11) | Integration with existing Bill payment platform of the bank | Please share the details | Required information will be shared with the selected bidder |
| 22 | 18 | 16 | Option for RRBs to be available in the solution for future requirement | RRBs will be operating under the same BBPOU License of Bank OR RRBs will be having individual BBPOU License issued by RBI. Please clarify. In case if RRBs will not be operating under Bank BBPOU License, then Bank BBPS application cannot accommodate RRBs. | As and when if RRB gets license for OU they have the right to discuss and negotiate the price with the selected bidder to implement the BBPS. If they wish they can operate under Bank like agent. |
| 23 | 20 | 4.7 | Facility Management Services : End to end facility management services including Database, | Bank will be paying for 3 Support persons for facility management 24x7x365. Please confirm. | Bank needs support for 24x7x365 basis. Selected bidder has to decide number of support person deployed |

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| | | | Application & Hardware will be provided by the vendor for 24x7x365 from the day of Go-live of the project. | | and their shift to meet the SLA. |
| 24 | 21 | 4.8 | Support Hours: The Vendor shall provide support to business user maintenance and monitoring of the solution, hardware, software & database and it should be available 24 X 7 X 365. | These support hours are considered under the FM Services. Please confirm. | RFP Clause is self-explanatory |
| 25 | 23 | 5.6 | The AMC, ATS, FM cost would be paid quarterly in arrears after submitting all the required documents/services. | Request to amend payment on Monthly basis. | Clause stands as per RFP |
| 26 | 23 | 5.8 (3) | Penalty : Uptime 99.90 monthly basis 98.90% to 99.90% Rs 5 Lakhs 97.90% to 98.90% Rs 10 Lakhs 96.90 to 97.90% Rs 20 Lakhs 95.90% to 96.90% Rs 30 Lakhs | Is Bank going to charges penalty of Rs. 5/10/20/30 Lacs on monthly basis? The Penalty charges are exorbitantly on higher side. Request to reduce the same. | Uptime requirement 99.90% monthly basis: 98.90% to 99.90% - 1% of FM 97.90% to 98.90% - 3% of FM 95.00% to 97.90% - 5% of FM Below 95.00% - 10% of FM If the uptime 3-4 times comes below 95.00%, the contract may be terminated. |
| 27 | 48 | Annexure E Table 3 | * Note- Charges for SL no- 10 & 11 will start from 2nd year | SL No 10 & 11 are not found. Please amend the note to reflect correct SL No. | * Note- Charges for SL no- 2 & 3 will start from 2nd year |
| 28 | 17 | Section 4.1 Point 3) iii | Provide mobile app in android/windows/blackberry/iOS for customer payment | NPCI does not provide support for Blackberry. RS would be able to support Blackberry once NPCI provides the common library for Blackberry. | Clause stands as per RFP. |
| 29 | 18 | Section 4.1 Point 12 | PCI DSS Compliance | We are the technology partners for NPCI for the development of BBPS. We are already working with banks | RFP clause stands. Letter to be submitted with in time line maximum before phase-1 |

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| | | | | like SBI, PNB to name a few, for the implementation of BBP-OU. We request that this criterion be removed. | implementation or payment will be held on. Bidder can submit the acceptable time line for doing the same. |
| 30 | 17 | Section point 5 | 4.1 As the Customer OU, it is imperative that the bank will not impact its existing arrangement with the biller aggregators for the on-us bill payment on immediate basis. This solution approach must keep this in consideration and create the provision for integration with existing bill payment system without impacting the customer experience in the negative way | Please share the details of your existing bill payment system and what are the expectations in terms of integration. | It will be shared with the selected bidders. It is direct integration/through payment aggregator etc. |
| 31 | 18 | Section point 10 | 4.1 In-built Fraud Risk Mitigation Procedures. | The BBPOU software does not have a Fraud and Risk Mitigation Feature. BBPOU can link to bank's FRM system, if required. | Solution must have some in built capabilities to check for risk mitigation. Its integration with Bank's FRM is advisable. |
| 32 | 18 | Section point 13 | 4.1 Integration of new biller if he is not able to provide desired format | It would be possible to do so with additional effort which will be provided on a case to case basis. | Clause stands as per RFP. |
| 33 | 18 | Section point 16 | 4.1 Option for RRBs to be available in the solution for future requirement | Please clarify what is meant by this. Would the RRBs function as Agents or Agent Institutions | As and when if RRB gets license for OU they have the right to discuss and negotiate the price with the selected bidder to implement the BBPS. If they wish they can operate under Bank like agent. |

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| 34 | 23 | Section 5.6.3 Payment terms | 30% of the TCO (excluding Phase-2) will be paid on delivery, successful installation, commissioning of the hardware. | It is requested that the cost of the hardware and system software be released completely on the installation of the hardware and system software | Clause of RFP the modified as "30% of the item value (excluding Phase-2) will be paid on delivery, successful installation, commissioning of the hardware." |
| 35 | 24 | 5.9 Liquidated damages | Liquidated damages | It is requested that only the BBPOU solution cost be included for calculation of the damages. The hardware, system software cost, AMC cost and support be removed for calculating the damages./ Request to provide an overall cap on LD up to 10% of the total annual contract value as the RFP is silent on this matter. | Clause of the RFP modified as "Notwithstanding the Bank's right to cancel the order ,liquidated damages at 0.5% of the item price per week will be charged for every weeks' delay in implementation." |
| 36 | 12 | 1.16 | A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP | The RFP is silent regarding the right for negotiation of terms by the Bidder. Request to delete this clause as this will curb interest of the bidder and there would be several terms in the RFP that would require negotiations and clarifications. | Clause stands as per RFP. |
| 37 | 12 | 1.21 | The total liability of the selected bidder shall not exceed the total cost of the order value | Request to limit the total liability of the bidder equal to last 12 month's fees paid to the Bidder under this project. | Clause stands as per RFP. |
| 38 | 16 | 3.6 | The contract period will be for a period of Three (03) Years from the date of Agreement. Bank at its own discretion may extend the contract for a further period | Request the Bank to clarify if the infra inputs are to be provided considering 3 years or 5 years | Clause stands as per RFP. |

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| | | | of 2 years. | | |
| 39 | 16 | 3.6 | The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving two month's notice without assigning any reasons. | Termination without reason is not acceptable, unless a mutually agreed termination fees is paid by the Bank for such termination without reason. | The Bank reserves the right to terminate the contract at its sole discretion by giving 90 day's notice without assigning any reason. |
| 40 | 17 | 4.1 (3.vi) | Provide BBPOU Certification Support | Request the bank to confirm what is expected from supplier towards certification. | Selected bidder has to provide necessary support for certification from NPCI. |
| 41 | 17 | 4.1 (V) | Provide a bill processing portal or integrate with bank's existing portal | Does bidder needs to provide a separate bill processing portal as part of the solution or can bidder use the existing bank portal. | Bidder needs to provide a separate bill processing portal as part of the solution and Integration with Existing portals and other medium. |
| 42 | 17 | 4.1 (VII) | Provide Annual Maintenance Support | Requesting bank to provide more clarity on this clause. Kindly clarify the items which need to be covered under this clause. | AMC for all the Hardware items. |
| 43 | 17 | 4.1 (VII) | Solution must provide OTP via SMS as 2-factor authentication solution, considering that BBPS is a mass deployment. | Request the Bank to clarify if bidder needs to provide 2nd factor authentication solution also as part of the solution. If so, kindly confirm the count of users for 2FA. The RFP doesn't have any commercial line item mentioning this requirement. | SMS gateway will be provided by the Bank. |
| 44 | 17 | 4.1 (VIII) | Availability of Audit logs | Which all types of logs will be considered for Audit purpose , kindly confirm | It may cover any type of logs and matter may be discussed during implementation. |

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| 45 | 17 | 4.1 (VIII) | MIS as per the requirement of the Bank | What is the MIS requirement of the bank? Kindly provide more clarity. | To be discussed with selected bidder. |
| 46 | 17 | 4.1 (IX) | The Application will be built to collect and send application related logs to the Security Operations Centre (SOC) of Bank as well to the NPCI. | Our understanding is customer will provide the links and network WAN devices to send the application logs to SOC, kindly confirm. Also, logger appliance at the bank DC and DR location will be provided by customer, kindly confirm. SOC setup and SIEM tool along with perimeter security is not in scope of supplier, kindly confirm. | SOC setup and SIEM will be provided by the bank along with the N/w link. |
| 47 | 18 | 4.1 (X) | In-built Fraud Risk Mitigation Procedures. | Kindly provide the scope of the fraud risk mitigation procedures | Solution must have some in built capabilities to check for risk mitigation. Its integration with Bank's FRM is desired. |
| 48 | 17 | 4.1 (X) | Reconciliation of transactions. | Bidder will provide the recon reports and transaction dumps to the bank. Request bank to take care of dispute management with BBPCU/ NPCI as the customers are bank facing. | Clause stands as per RFP. |
| 49 | 18 | 4.1 (15) | Storage should be able to keep data in online mode for whole contract period. | Request the Bank to confirm if bidder needs to provide data in online mode for period of 5 years. | Clause stands as per RFP. |
| 50 | 18 | 4.2 (4-II) | Raw data reports | Request the Bank to confirm why the raw data report is required by bank | Clause stands as per RFP. |
| 51 | 18 | 4.2 (7) | i. Customer on-boarding ii. Agent on-boarding iii. Agent Institution On-boarding | The actual on boarding of agents will be bank's responsibility. Please confirm. | Yes |

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| 52 | 18 | 4.2 (10-i) | Complaint management system [CMS] | Kindly provide more clarity more on this requirement | Clause stands as per RFP. |
| 53 | 19 | 4.3 (3-ii) | User access management | Does supplier need to provide user access management platform like IDAM, kindly confirm. If yes , please provide sizing details of number of users | Approx. 4000 users |
| 54 | 19 | 4.3 (5) | Clearing and Settlement system I. Reconciliation | Bidder will provide the recon reports and transaction dumps to the bank. Request bank to take care of dispute management with BBPCU/ NPCI as the customers are bank facing. | Clause stands as per RFP. |
| 55 | 19 | 4.5 | Phase-1: the solution should be implemented within 8 weeks from the date of issue of Purchase Order/LOI Phase-2: 4 weeks* | Request bank to consider 5 months of go live for phase 1 as BBPS is a new initiative and testing and certification will take time | Clause stands as per RFP. |
| 56 | 19 | 4.5 | The vendor must be responsible for certification with NPCI implementation, maintenance during the contract period. | Certification is bank's responsibility. Kindly confirm | Clause stands as per RFP. |
| 57 | 19 | 4.5 | The vendor must be responsible for certification with NPCI implementation, maintenance during the contract period. | The firewall / encryption in transport mechanism will be provided by customer, kindly confirm. | Clause stands as per RFP. |
| 58 | 20 | 4.5 (I) | The indicative nature of work is as under. I. BBPOU Integration Manager | Kindly provide the scope of the BBPOU integration manager | Clause stands as per RFP. |

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| 59 | 20 | 4.5 (V) | V. Implementation Support at onsiteVI. 24x7 onsite support during the contract period | Kindly provide the number of resources required to provide implementation support Also kindly confirm the count of resources to be deployed at bank's DC & DR separately for this service. | Bidder to decide on this to meet the SLA. |
| 60 | 20 | 4.6 | Standard API's For Interface With Alternate Delivery Channels I. Bank Web Portal II. ATM III. Internet Banking IV. Mobile Banking V. Financial Inclusion gateway VI. Multi-Function Kiosks VII. Remittance agencies VIII. MIS/Reporting System IX. Customized Reports X. UPI | Bank web portal - Please confirm if the feature will be enabled in the web portal and backend services need to be provided by bidder. Please confirm what is the interface required with the Financial Inclusion gateway, Remittance agencies, Multi function kiosks. | Clause stands as per RFP. |
| 61 | 20 | 4.6 (VIII,IX) | MIS/Reporting System Customized Reports | Bidder will provide standard reports to the bank. Customized report will be provided when the need arises, and upon request from the bank to the bidder. Please confirm. | Clause stands as per RFP. |
| 62 | | | General | Request bank to provide number of customers, number of active customers, volumes expected, volume projections and Y-o-Y growth over the next 5 years. This will help the bidder to size the solution and provide cost inputs. | Please refer scope of work, point no-14.First year-50 to 75 lacs, 2 nd year 75-1.25 cr,3 rd 1.25-2cr approx. volume of transaction. |

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| 63 | 21 | 5.2 | Compliance with Applicable laws | Request to modify the clause to capture that the Bidder shall be responsible only for compliance of laws that is applicable to it as a service provider. The laws applicable for the Bank and its operations which relates to the bidder's obligation under the RFP shall be intimated to the bidder by the Bank, which shall only be incorporated by the bidder in its solution. Indemnification is acceptable only for the non-compliance of law which is applicable to the bidder as a service provider. Request to appreciate that the bidder is an IT solution provider and is not in a position to be well versed with the banking laws to advice the bank in this aspect. | Clause stands as per RFP. |
| 64 | 22 | 5.3 | Necessary assistance for any DR drill or Benchmarking exercise must be rendered by the Bidder for the contractual period, at no additional cost to the Bank. | Kindly provide the scope of support and frequency of DR drill in a year | DR drill will be atleast once in a quarter/as per the bank's requirement. Solution must work in a normal way during operations from DR . |
| 65 | 22 | 5.4 | Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Prime Vendor is not able to fulfill any or all conditions specified in the document | Bank already has remedy by way of LD for delays/non-completion of project and it is not acceptable to agree for invoking the PBG for bidder's failure to fulfil 'any or all conditions' which is very generic statement. This would require further negotiation during contract stage. | Clause stands as per RFP. |

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| | | | or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation of hardware & software | | |
| 66 | 23 | 5.8 | Bank will have right to recover any opportunity loss or monetary loss incurred by the Bank due to malfunction of software/application faults/system failure/negligence of bidder etc. Penalty structure | Recovery of opportunity loss tantamount to an indirect loss & hence is requested to be removed from the clause. The individual penalties proposed under the RFP are way too high as per existing standards and hence, request to consider negotiation during contract stage. Further, the RFP does not contain an overall cap on penalties, which is proposed as 10% of the total annual contract value. | Clause stands as per RFP. |
| 67 | 25 | 5.13 | Order Cancellation -Delay in commissioning / implementation / testing beyond the specified period. -Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process | The Bank already has remedy by way of charging LD for delays, hence request to remove 'Serious discrepancy' is a relative term, request to modify as 'material breach' | Clause stands as per RFP. |
| 68 | 25-26 | 5.14 | Indemnity | All indemnities sought under the clause is not acceptable to us like indemnification for commission of errors, omissions, etc. as the | Clause stands as per RFP. |

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| | | | | threshold is very less for indemnification. Bank already has remedies by way of penalty for this purpose. Indemnification for 'any' breach of terms of RFP is also not acceptable as it is general indemnity. Further, use of deliverables or services is also very generic. Further, request to limit the indemnity at last 12 month's fees paid to the bidder. Request to consider negotiation for exceptions to this limitation during contract stage. | |
| 69 | 26 | 5.15 | Publicity | Request to make this clause mutual. | Clause stands as per RFP.. |
| 70 | 28 | 5.20 | Exit option & contract re-negotiation | Serious discrepancy' is a relative and subjective term and will lead to ambiguity. Further, Bank gets the option to charge LD for delayed delivery. Request to remove this clause. Alternatively, suggest to capture triggering points like ' if the LD crosses 10% of the total annual contract value, if the penalty crosses a threshold of 10% of the total annual contract value, etc. Further, it is not acceptable to enter into price re-negotiation as the prices offered are already competitive and shall be fixed for the duration of the contract. Further, request to delete the clauses related to procurement from a third | Clause stands as per RFP. |

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| | | | | party as it affects our forecasts basis which pricing is done. | |
| 71 | 30 | 5.22 | The Bank shall be entitled to terminate the agreement with the selected bidder at any time by giving ninety (90) days prior written notice to the selected bidder | Termination at any time is acceptable only if a mutually agreed termination fees is paid by the bank. | Clause stands as per RFP. |
| 72 | 30 | 5.23 | The Bank shall make such prorated payment for services rendered by the selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to selected Bidder. There shall be no termination compensation payable to the selected bidder. | Request to modify the clause as the bidder needs to be paid for the services / obligations provided till the effective date of termination, irrespective of the cause of termination. | Clause stands as per RFP. |

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| 73 | General | - | - | Crucial legal terms like termination rights for the bidder, indemnification of the bidder, IPR of bidder, etc are not captured in the RFP which needs to be negotiated during contract stage. | |
| 74 | 44 | Annexure D (7.1) | Fall Clause | Request the bank to remove this clause | Clause stands as per RFP. |
| 75 | 47 | annex-E (Table1-SN. 4) | Anti-Virus management , patch | Can bank let us know which Anti-virus tool is currently used for server protection? Is it possible to procure the same antivirus agent license and bank will allow to manage the new servers through their existing AV management server | Clause stands as per RFP. |
| 76 | 48 | Table 4 | Reconciliation Charges | Request the Bank to clarify the inputs which are required to be provided as part of this table. Bidder will only provide the recon reports and transaction dumps to the bank. | Clause stands as per RFP. |
| 77 | 51 | Annexure H | PROFORMA FOR DEED OF INDEMNITY | Request the bank to clarify if this is to be submitted by all the bidders participating in the RFP or by the selected vendor by the bank to implement the BBPS | Deed of Indemnity will be submitted by the selected bidders |
| 78 | | | General | Does supplier need to provide security devices like firewall and nips/hips ; encryption and masking for database ; FIM , etc. or existing security setup at bank's DC and DR location can be used for the same, kindly confirm. | Existing security setup at bank's DC and DR location can be used for the same |

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| | | | | Will banks existing security services provider manage the server and perimeter security requirements for new BBPOU , kindly confirm | |
| 79 | 1, 11 & 12 | 1.11, 1.17 | 1.12, 1.11 Confidentiality The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank. 1.12 Disclaimer: | FSS requests that the contents of the proposal be treated confidential and be subject to relevant confidentiality restrictions as appropriate. | Clause stands as per RFP. |

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| | | | <p>Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.</p> <p>1.17. RFP response All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a</p> | | |
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| | | | submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents. | | |
| 80 | 12 | 1.16 | 1.16 Acceptance of Terms A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP. | FSS would wish to clarify that any binding terms and conditions including the RFP terms and the Contract be binding between upon the parties upon mutual agreement that is considerate to the comments mentioned herein. | Clause stands as per RFP. |
| 81 | 12 | 1.21. 5.14 | 1.21 Indemnity and 5.14 The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value. | Bidder would like to clarify that Bidder will indemnify the Bank for any infringement of third party IP rights for the solution provided by the Bidder to the Bank. Bidder further is willing to indemnify for breach of confidentiality, IP and applicable laws. Bidder is also willing to indemnify the Bank for any acts or omissions of gross negligence and willful misconduct. | Clause stands as per RFP. |
| 82 | 16 | 3.6 | 3.6 Contract Period The selected bidder need to execute a Service Level Agreement (SLA) with UCO Bank covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution | FSS would wish to clarify that any terms and conditions of the contract be binding upon the parties upon mutual agreement. | Clause stands as per RFP. |

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| | | | <p>deployed. The contract period will be for a period of Three (03) Years from the date of Agreement. Bank at its own discretion may extend the contract for a further period of 2 years.</p> <p>The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving two month's notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.</p> | | |
| 83 | 16 | 4.1 | <p>4.1 Scope of Work The scope of the work must be as per the Bharat Bill Payment System – BBPOU Technical Specification issued by the NPCI from time to time. The selected bidder must adhere to guidelines issued by the NPCI on Bharat Bill Payment System with no extra cost from the Bank. The bidder has to provide required Hardware, Software, Database & any other application for the implementation of BBPOU. The solution will be implemented in DC/ DR concept at our</p> | <p>Bidder would like to discuss on the aspect of the additional costs involved and would request that the same be mutually agreed between the parties.</p> | <p>Clause stands as per RFP.</p> |

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| | | | Kolkata Disaster Recovery Centre & Bangalore Data Centre. | | |
| 84 | 25 | 5.12 | <p>5.12 Acceptance Testing</p> <p>The Bank will carry out the acceptance tests as per Scope of work supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its' discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this</p> | <p>Bidder requests that any acceptance under the contract be in accordance with set acceptance criteria and procedures as laid out in the relevant work order/ SOW. Bidder further requests that a clause on acceptance period and deemed acceptance be introduced in the contract.</p> | Clause stands as per RFP. |

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| | | | <p>acceptance test.</p> <p>In case of any discrepancy in the hardware / software supplied, the Bank reserve the right to terminate the entire agreement in case the Vendor does not rectify or replace the supplied hardware/software and the Vendor shall take back Vendor equipment at Vendor's costs and risks. The Bank have the right to reject the 'Vendor Supplied Equipment' and to seek free replacement or repair of the equipment or defective components thereof till the completion of acceptance test and obtaining final acceptance certificate from the Bank.</p> | | |
| 85 | | 1.11 | 1.11 Confidentiality | FSS requests that the confidentiality provisions be amended and be made mutual to include the confidentiality obligations of the Bank, as well. | Clause stands as per RFP. |
| 86 | 25, 28, 29 | 5.13, 5.20 | <p>5.13 Order Cancellation</p> <p>The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:</p> <ul style="list-style-type: none"> • Delay in commissioning / implementation / testing | <p>FSS request that any termination under this agreement be for cause with a 30 day cure period.</p> <p>FSS requests that the costs be borne by the Bank or FSS procures such products and services.</p> | Clause stands as per RFP. |

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| | | | <p>beyond the specified period.</p> <ul style="list-style-type: none"> • Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process. • In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid. • Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO. • Please also refer 5.19 herein below. <p>5.20 Exit Option and Contract Re-Negotiation and 5.22 Termination</p> | | |
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| 87 | 26 | 5.15 | <p>5.15 Publicity Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.</p> | FSS requests that this clause be made mutual. | Clause stands as per RFP. |
| 88 | 28, 31 | 5.19, 5.25 | <p>5.24, 5.25 5.19 Resolution of Disputes This RFP document shall be governed and construed in accordance with the laws of India. The courts of Kolkata alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.</p> <p>5.24 Arbitration and</p> <p>5.25 Applicable law & Jurisdiction of court.</p> | Bidder requests that the venue of arbitration be Chennai under the exclusive jurisdiction of the courts at Chennai, India. | Clause stands as per RFP. |
| 89 | | | New clauses required to be included in the Contract | <p>FSS requires inclusion of the following clauses, without limitation.</p> <p>1) LIABILITY FSS requests that FSS's aggregate liability be capped and liability for indirect damages be excluded under the contract.</p> | Clause stands as per RFP. |

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| | | | | 2) Non-solicitation etc. | |
| 90 | 44 | 7.1 | <p>7. Fall Clause</p> <p>7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.</p> | <p>Bidder would like to discuss the provisions of the integrity pact with the Bank. Bidder also requests that this fall clause be deleted.</p> | <p>Clause stands as per RFP.</p> |
| 91 | 50 | | Annexure-H PROFORMA FOR DEED OF INDEMNITY | <p>Bidder is willing to provide indemnities under the contract to be agreed between the parties. Bidder requests that this deed be withdrawn.</p> | <p>Please note that Deed of Indemnity will be submitted by the selected bidders</p> |

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| 92 | 17 | 4.1 | 9) The Application will be built to collect and send application related logs to the Security Operations Centre (SOC) of Bank as well to the NPCI. | What is Security Operations Centre? How to communicate to them what format | SOC is the security operator centre WHICH collects the logs of the various modules and analyse them to protect the infrastructure from any cyber attack. |
| 93 | 18 | 4.1 | DR details- RTO (90 Minutes) & RPO (15 Minutes) to be defined | DR details- RTO (90 Minutes) & RPO (15 Minutes) to be defined? - By whom / when?+ | RFP Clause is self explanatory |
| 94 | 15 | 3.4 Commercial Evaluation | 3.4.2 The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes. | Request Bank to evaluate the commercials excluding all taxes | Clause stand as per RFP |
| 95 | 23 | 5.6 Payment Terms | -30% of the TCO (excluding Phase-2) will be paid on delivery, successful installation, commissioning of the hardware. - 40% of the TCO (excluding Phase-2) will be paid after successfully implementation of Phase-1. -Rest 30% of the TCO (excluding Phase-2) will be paid after 03 months from the date of successful running/go live of the solution (Phase-1). | Request bank to consider separate payments terms for hardware and other software's with 90% payment on installation and balance 10% on Go Live | 30% of item value (excluding phase – 2) will be paid on delivery, successful installation, commissioning of the hardware. |
| 96 | 23 | 5.6 Payment Terms | The AMC, ATS, FM cost would be paid quarterly in arrears after submitting all the required documents/services. The charges of the AMC ATS & FM will starts from the date of | Request bank to consider payment of AMC/ATS annually in advance as per industry practices | Clause stand as per RFP |

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| | | | go-live of the solution. | | |
| 97 | 23 | 5.6 Payment Terms | Ø The AMC, ATS, FM cost would be paid quarterly in arrears after submitting all the required documents/services. The charges of the AMC ATS & FM will starts from the date of go-live of the solution. | Request bank to consider payment of FM cost monthly in arrears as bidder will incur monthly cost to deploy the resources | Clause stand as per RFP |
| 98 | 23 | 5.8 Penalty | General | We assume the total Penalty will be restricted to 10% of the contract value as indicated in clause 5.13. Request Bank to confirm | Clause stands as per RFP. |
| 99 | 23 | 5.8 Penalty | 1% of the total cost delay in project implementation/execution on per week | Clause 5.9 covers for LD due to delayed implementation. Request Bank to remove the penalties as mentioned in 5.8 for implementation delays as it is duplicated with 5.9 | Modified penalty term given as annex. |
| 100 | 24 | 5.9 Liquidated Damage | 5.9 Liquidated Damage Notwithstanding the Bank's right to cancel the order, liquidated damages at 0.5% of the contract price per week will be charged for every week's delay in implementation | We assume the total liquidated damages will be restricted to 10% of the contract value as indicated in clause 5.13. Request Bank to confirm | LD term is modified as 5% of (hardware cost + implementation) per week that will be charged for every week's delay in implementation. LD will be maximum of 10% of (hardware cost + implementation). |
| 101 | 25 | 5.13 Order Cancellation | In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be | Request bank to restrict the repayment for the undelivered portion of contract. | Clause stands as per RFP. |

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| | | | required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid. | | |
| 102 | 25 | 5.13 Order Cancellation | In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid. | The bidder is not privy to the commercials agreed between the Bank and the new supplier. Hence request Bank to limit the liability of the bidder to the value of the undelivered portion of the contract. | Clause stands as per RFP. |
| 103 | 28 | 5.20 Exit Option and Contract Re-Negotiation | The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality. | We understand that the L1 bidder will be selected based on the evaluations. Hence request bank to remove the clause | Clause stands as per RFP. |

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| 104 | 47 | Annexure-E Commercial Bid Format- Table 1 | Applicable taxes | Request Bank to clarify if Tax value is to be entered or the bidder needs to indicate relevant tax % applicable | Clause stands as per RFP. Provide the data as per the format. |
| 105 | 47 | Annexure-E Commercial Bid Format- Table 1 | Applicable taxes | We assume that taxes will be paid at the then prevailing rates at actuals as stipulated by the Government. Request Bank to confirm | Clause stands as per RFP. Provide the data as per the format. |
| 106 | 47 | Annexure-E Commercial Bid Format- Table 1 | Applicable taxes | We assume that if any new taxes are introduced or new taxes replace existing taxes, the same will be borne by the bank. Request Bank to confirm | Clause stands as per RFP. |
| 107 | 47 | Annexure-E Commercial Bid Format- Table 1 | Total Amount (₹) | Request Bank to clarify if the total is including taxes | Clause stands as per RFP. Provide the data as per the format. |
| 108 | 16 | 3.6 Contract Period | The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving two months' notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection | We understand that cancellation of contract or termination will be performed as per clause 5.13 and 5.22. Request bank to align clause 3.6 with 5.13 and 5.22 and remove termination as per convenience | RFP clause MODIFIED AS "The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 DAYS notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection." |
| 109 | 48 | Annexure-E Commercial Bid Format- Table-3 | * Note- Charges for SL no- 10 & 11 will start from 2nd year | We assume the note relates to SL 2 and 3 of table 3. Request Bank to clarify | * Note- Charges for SL no- 2 & 3 will start from 2nd year |

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| 110 | 48 | Annexure-E Commercial Bid Format- Table-4 | Reconciliation Charges | Request clarity from the bank on the basis for providing the commercials for reconciliation charges (fixed fee basis, transaction basis etc) | Fixed fee per transactional basis. |
| 111 | 48 | Annexure-E Commercial Bid Format- | Total Cost of ownership (A+B+C+D): | We assume the Total cost of ownership is Cost inclusive of all taxes | Yes |
| 112 | 47 | Annexure-E Commercial Bid Format- Table-2 | Phase 2 | Request bank to provide further clarity on the scope of phase 2 as the scope seems similar to phase 1 | The detailed scope of Phase 2 will be shared at the time of implementation and as per the guidelines of NPCI. |
| 113 | 47 | Annexure-E Commercial Bid Format- Table-2 | Phase 2 | Request bank to provide placeholder to quote for application cost for Phase 2 in Table 4 | Software cost if any can be placed in SL no-2 of table 4 |
| 114 | | 17/4.1(3) iv | Integrate with other systems of the bank like payment gateway, Net Banking platform, Mobile application, ATM, UPI, SMS and email systems. | Clarification requested : Will the UI for different channels will be developed by respective channel and utilize the service of BBP exposed by the BBPOU engine provided by TCS | Integration of BBPS with the different channels is to be done by the selected bidder. |
| 115 | | 17/4.1(3) vi | Provide BBPOU Certification Support | Clarification requested: What type/level of support is expected? | Clause stands as per RFP. |
| 116 | | 17/4.1(3) viii | MIS as per the requirement of the Bank | Clarification requested: Will the report generation will be in scope? | Clause stands as per RFP. |
| 117 | | 17/4.1(3) x | Reconciliation of transactions | Clarification requested: Will the report generation suffice the reconciliation purpose? | Clause stands as per RFP. |
| 118 | | 17/4.1(5) | As the Customer OU, it is imperative that the bank will not impact its existing arrangement with the biller | Clarification requested: Will the UI look & feel related code and Interface to integrate existing system will be shared | Required API will be shared by the Bank. |

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| | | | aggregators for the on-us bill payment on immediate basis. This solution approach must keep this in consideration and create the provision for integration with existing bill payment system without impacting the customer experience in the negative way. | | |
| 119 | | 19/4.2 | Phase -2 | Clarification requested: is on boarding of biller is bidder's responsibility? | Biller on boarding will be done by Bank. |
| 120 | | 1.16 | Acceptance of Terms | Following modification proposed in the section: A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP, subject to the clarifications and deviations submitted by the Recipient. | Clause stands as per RFP. |
| 121 | | 1.21 | Indemnity | Recipient propose that they shall not indemnify the Bank from the loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them, instead Recipient proposes that the below suggested clauses shall apply and shall be made part of the RFP and/or contract: The Recipient further clarifies that 'malfunctioning' as referred to in the RFP shall be defined to mean a material non-conformance with the agreed corresponding specifications. | Clause stands as per RFP. |

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| | | | | <p>Bidder warrants that as delivered by it and at the time of acceptance by Bank, each deliverable provided pursuant to the Agreement will conform to its corresponding specifications. If the Recipient is in breach of such warranty in respect of a given Deliverable due to reasons solely attributable to the Recipient, then the Recipient shall, at its own cost, re-perform such Deliverables as are necessary to rectify that breach or replace the Deliverables that provides substantially similar functionality and then re-submit that Deliverables. If however both parties subsequently mutually determine that such remedies are not practicable, the Bank's exclusive remedy shall be to require the Recipient to refund/return all payment of fees allocable to that part of the nonconforming Deliverables made by the Bank to the Recipient (if already paid by the Bank).</p> <p>This warranty shall not apply in the event that failure of the Deliverable to conform to its corresponding specifications has resulted from: (a) modification of the Deliverable after delivery by Recipient if such modification was not made by or on behalf of the Recipient, (b) use of the Deliverable in combination/operation with other products or systems which are not approved by the Recipient and operation of the</p> | |
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| | | | | <p>Deliverables on incompatible hardware and/or software not recommended by Recipient 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 Recipient by Bank in connection with the preparation of the Deliverable.</p> <p>All the hardware, software, equipments, etc. provided to the Bank by the Recipient as well as any deliverables, customizations, modifications, etc. to the afore-stated provided pursuant to the RFP scope shall be solely subject to the terms and conditions including warranty, indemnity, maintenance and support, AMC/ATS etc. as provided in the respective hardware, software, firmware, equipment etc. vendor's and/or OEM's underlying terms and conditions. All provisions in the RFP which refer to such hardware, software, equipments, etc. shall be deemed to incorporate the provisions of this clause therein.</p> <p>Except as set forth in this section, Bidder makes no warranties to the Bank, express or implied, with respect to any services or deliverables provided hereunder,</p> | |
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| | | | | <p>including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. All such other warranties are hereby disclaimed by the Bidder.</p> <p>The Bank warrants that all software, information, data, materials, and other assistance ("Bank Materials") provided by it to the Bidder will not infringe the intellectual property rights of any third parties. Further, Bank has the rights and is otherwise authorized to deliver the Bank Material and to grant the rights and licenses to the Bidder as contemplated in this RFP and/or contract.</p> <p>Liability: The Bidder clarifies that the provision on liability inserted in the text of the RFP in this section shall be modified as under and form part of the RFP and/or contract:</p> <p>Liability: i) The total cumulative liability of the selected bidder arising from or relating to the RFP and/or Agreement shall not exceed the fees paid to the Bidder in the preceding twelve months under the applicable individual order during that gives rise to such liability (as of the date the liability arose).</p> | |
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| | | | | <p>ii) Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue, loss of good will, loss of data), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.</p> <p>iii) 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 RFP and/or Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by the Bank or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this RFP and/or Agreement. 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</p> | |
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| | | | | <p>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. 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 agreed rate card.</p> | |
| 122 | | 1.23 | Authorized Signatory | <p>The Bidder clarifies that not all the Bidder employees involved in the discussions and negotiations may also be authorized signatories of the Bidder but the Bidder can confirm that such employees are authorized to discuss and negotiate on behalf of the Bidder.</p> | Clause stands as per RFP. |
| 123 | | 3.6 | Contract Period | <p>The Bidder requests that Bank and the Bidder shall mutually agree upon any extension of the contract. Further, termination by the Bank under this section shall be subject to payment of termination charges including reasonable wind down costs of the Bidder.</p> | Clause stands as per RFP. |
| 124 | | 4.1 | Scope of Work | <p>The Bidder clarifies that the scope of work shall be agreed between the Parties under the contract upfront. Any change to the scope of work</p> | Clause stands as per RFP. |

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| | | | | shall be subject to the change control procedure agreed between the Parties. | |
| 125 | | 5.2 | Compliance with all Applicable Laws | <p>Para 1: The Bidder clarifies that each party i.e. Bank and Bidder shall be responsible and liable for its own compliance with laws which are applicable to such party. The Bidder will not be responsible for Bank's compliance with applicable laws. Further, notifying the Bank about laws applicable to the Bidder shall not be mandatory and nor shall failure to notify lead to any consequences for the Bidder. This shall be removed from the clause. Further, the scope of the indemnification obligation in this section shall be made mutually applicable and shall be limited to third party claims only. The Bidder clarifies that mere failure or omission by a Party to abide by the applicable laws shall not give rise to indemnification obligation, unless there is any third party claim or demand arising there from. Thus the clause shall be modified accordingly.</p> <p>Para 2: The Bidder clarifies that Para 2 shall be modified as under: The vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for the vendor in the capacity of a services provider to perform this project or for the</p> | Clause stands as per RFP. |

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| | | | | <p>conduct of their own business under any Law, Government Regulation/Guidelines applicable to the vendor and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will immediately notify the vendor of any such claim or demand of liability.</p> <p>Para 3: The Bidder clarifies that indemnity shall not cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.</p> | |
| 126 | | 5.3.1 | Warranty & Maintenance | <p>The Bidder clarifies that all hardware, software, equipments, etc. provided to the Bank by the Recipient as well as any deliverables of customizations, modifications, etc. to the afore-stated provided pursuant to the RFP scope shall be solely subject to the terms and conditions including warranty, maintenance and support,</p> | Clause stands as per RFP. |

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| | | | | AMC/ATS etc. as provided in the respective hardware, software, equipment etc. vendor's and/or OEM's underlying terms and conditions. | |
| 127 | | 5.4 | Performance Bank Guarantee | The format of the Performance Bank Guarantee is subject to the changes or deviations suggested below by the Bidder to Annexure 1. Further, forfeiture of the Performance Bank Guarantee shall be subject to parties agreeing to specific trigger events. | Clause stands as per RFP. |
| 128 | | 5.5.1 | Delivery of Equipment | The Bidder clarifies that the time frame shall be agreed upon between the parties. | Clause stands as per RFP. |
| 129 | | 5.5.2 | Delivery of Equipment | The Bidder clarifies that all fees and costs payable to Bidder are exclusive of any sales, use, value added tax, service taxes or taxes of a similar nature as applicable, and Bank shall be responsible to pay or reimburse Bidder the amount of such taxes, and thus the section shall be amended to reflect the above. | Clause stands as per RFP. |
| 130 | | 5.6.1 | Payment Terms | Will the period until such commissioning not be included under the contract period? Kindly clarify. Further, Bidder clarifies that successful commissioning shall mean commissioning of hardware, software etc. as agreed under the contract, and thus the section be | Clause stands as per RFP. |

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| | | | | amended accordingly. | |
| 131 | | 5.6.2 | Payment Terms | <p>The Bidder clarifies that the Bank shall not withhold payment of fees in case of delays or defaults by the Bidder and the section shall be amended accordingly. There are many other remedies available under the RFP and/or contract for delay or default of the Bidder. Additional clauses to be included in this section of the RFP and/or contract as under: 5.6.4:</p> <p>Bidder shall submit invoices to Bank as per the agreed payment milestones specified in the applicable contract detailing the amounts payable by Bank there under. Bank shall remit payment to Bidder within thirty (30) days following its receipt of each such invoice. For any amounts not paid when due, Bidder shall impose late payment charges at the rate of one and one half percent (1.50%) per month until the delayed payment is paid in full. Without prejudice to the other rights available, Bank also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement/contract have been made by Bank and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this RFP and/or</p> | Clause stands as per RFP. |

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| | | | | <p>Agreement/contract.</p> <p>5.6.5:</p> <p>The price for services and all fees payable to Bidder are exclusive of any sales, use, value added tax, service taxes or taxes of a similar nature measured by the Services, Deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, Bank shall be responsible to pay or reimburse Bidder the amount of such taxes. Where applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the Bank. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.</p> | |
| 132 | | 5.7 | Paying Authority | <p>The Bidder clarifies that the clause shall be amended to reflect that payment of bills will be released in accordance within 30 days of receipt of Invoice by the Bank. It shall not be dependent on Bank's internal process of receiving confirmations, reports etc. as proposed in the RFP. The Parties will agree to payment milestones and the Bidder will raise invoices upon reaching such milestones, so there is no need for further Confirmations.</p> | Clause stands as per RFP. |

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| | | | | This section shall be amended to reflect the above. | |
| 133 | | 5.8 | Penalty | <p>The Bidder clarifies that the first para of this section shall be replaced as under:</p> <p>The penalty charges listed in this section below will be applicable only if and to the extent the default and/or delay is due to reasons solely attributable to the Bidder.</p> <p>Notwithstanding anything to the contrary, the aggregated penalty charges payable by Bidder under this section and under the RFP and contract shall not exceed 1% of the total contract value.</p> <p>Apart from FM services, the selected bidder should provide onsite support when required within same day if agreed under the contract.</p> <p>The Bidder clarifies that any uptime requirements under the RFP and/or contract shall be subject to standard downtime provisions as listed below: The time lost due to any of the following reasons are taken into account while calculating the availability/ uptime requirement: (a) Time lost due to power or environmental failures; (b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to Purchaser such as attachment of additional</p> | Clause stands as per RFP. |

| | | | | <p>devices, making alteration to the system, maintenance of the system, etc. without Bidder's consent and/or failure to maintain the site as required by the Bidder; (d) Time taken for scheduled maintenance/troubleshooting either for preventive purposes or improvement in function or other purposes; (e) Time taken for reconfiguration or other planned downtime situations; (f) Scheduled shutdowns as required by Purchaser; (Bidder may also request Purchaser for a shutdown for maintenance purpose, which request will not be denied unreasonably by Purchaser); (g) Time taken for booting the system (h) Time lost due to unavailability of links.</p> <p>The penalty set forth against the uptime requirement in the table below shall be as mutually agreed.</p> <table><thead><tr><th>Penalty</th><th>Description of Work</th><th>Turn Around</th><th>Penalty Charge</th><th>time</th></tr></thead><tbody><tr><td>s: SL</td><td></td><td></td><td></td><td>Service Level</td></tr><tr><td>1</td><td>Project</td><td></td><td></td><td>Project</td></tr><tr><td>0.1%</td><td>of the total cost</td><td></td><td></td><td></td></tr><tr><td></td><td>Execution/Implementation</td><td></td><td></td><td></td></tr><tr><td></td><td>implementation of the delayed</td><td></td><td></td><td></td></tr><tr><td></td><td>ionon time: As</td><td></td><td></td><td>milestone in project</td></tr><tr><td></td><td>per the implementation/exec</td><td></td><td></td><td>timeline</td></tr><tr><td></td><td></td><td></td><td></td><td>ution on per week</td></tr></tbody></table> | Penalty | Description of Work | Turn Around | Penalty Charge | time | s: SL | | | | Service Level | 1 | Project | | | Project | 0.1% | of the total cost | | | | | Execution/Implementation | | | | | implementation of the delayed | | | | | ionon time: As | | | milestone in project | | per the implementation/exec | | | timeline | | | | | ution on per week | |
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| Penalty | Description of Work | Turn Around | Penalty Charge | time | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| s: SL | | | | Service Level | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Project | | | Project | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0.1% | of the total cost | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Execution/Implementation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | implementation of the delayed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | | | <p>provided in and a maximum of the scope of 0.5% of the delayed work milestone</p> <p>2 FM Support 24X7 till 0.1% per day of the three years total cost of the FM from the day support upto a of live of maximum of 0.5% of project the FM support cost</p> <p>3 Uptime requirement 99.90% 98.90% to 99.90% monthly basis Discussed 'TBD') 97.90% to 98.90% TBD... 96.90 to 97.90% ..TBD... 95.90% to 96.90% .TBD.. (The penalty will be calculated on monthly basis), if the uptime falls below 95.90%, the contract may be terminated, subject to prior written notice and a cure period of 30 days being provided to the Bidder.</p> <p>4 Resolution of As per the 0.1 % per day of the cost customer Level corresponding to such delayed service defined in service under the project upto complaints the scope a maximum of 0.5% of such cost corresponding to such delayed service</p> | |
| 134 | | 5.9 | Liquidated Damages | <p>The Bidder clarifies that there are already penalty charges set forth in the above section for delay in implementation, so levying</p> | Clause stands as per RFP. |

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| | | | | liquidated damages in addition to such penalties appears unreasonable and thus this section shall be removed from the RFP and/or contract. | |
| 135 | | 5.12 | Acceptance Testing | <p>The Bidder clarifies that section shall be modified to reflect the following: Para 1: The Bank will carry out the acceptance tests as per Scope of work supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted: i) upon successful acceptance of those provisioned items within the agreed acceptance period i.e. the provisioned items substantially meeting the corresponding agreed specifications and/or agreed acceptance criteria, as the case may be; or ii) if the Bank (a) fails to provide the list of non-conformities within the acceptance period, (b) fails to notify the acceptance of the provisioned items in terms of this clause within the period agreed for the same, or (c) starts using the provisioned item in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).</p> <p>Unless agreed otherwise the</p> | Clause stands as per RFP. |

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| | | | | <p>acceptance period shall be seven working days from the date of delivery of the provisioned item by the Bidder. Further reworking/ remedy of defects shall be at the cost of Bidder, provided the non-conformities are solely and entirely attributable to the Bidder. In all other cases, reworking/ remedy of non-conformities shall be at the cost of Bank.</p> <p>The vendor clarifies that it shall not be required to provision insurance of those items till successful acceptance.</p> <p>The Bank and Bidder may mutually agree to modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will be based on the acceptance criteria as agreed for the provisioned items apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test, unless agreed otherwise.</p> <p>Para 2: In case of any discrepancy in the hardware / software supplied due to reasons entirely attributable to the Bidder, the Bank reserve the right to</p> | |
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| | | | | <p>terminate the affected order executed under the agreement in case the Vendor does not rectify or replace the supplied hardware/software and the Vendor shall take back Vendor equipment at Vendor's costs and risks. The Bank have the right to reject the 'Vendor Supplied Equipment' and to seek free replacement or repair of the equipment or defective components thereof till the completion of acceptance test and obtaining final acceptance certificate from the Bank, subject to the respective underlying terms and conditions governing such hardware/software.</p> | |
| 136 | | 5.13 | Order Cancellation | <p>The Bidder clarifies that "cancellation" shall be substituted by "termination" throughout this section.</p> <p>Further, the Bidder clarifies that the rights of the Bank under this section shall be invoked and exercised only if the situations set forth in this section have arisen due to reasons entirely attributable to the Bidder.</p> <p>The situations set forth in the section shall be modified as under: Delay in commissioning / implementation / testing beyond the specified period, which has an adverse impact on the overall project.</p> <p>greed under the contract for the</p> | Clause stands as per RFP. |

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| | | | | <p>implementation, rollout and subsequent maintenance process. □ In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid. The Bank may raise a claim for direct damages under the liability regime.</p> <p>Vendor should be liable under this section if the contract/ purchase order has been terminated in case sum total of penalties and deliveries equal to exceed 10% of the TCO. Please also refer 5.20 herein below</p> <p>Bidder's clarifications to section 5.20 have been submitted in the subsequent sections of this table.</p> | |
| 137 | | 19 5.14 | Indemnity | <p>The Bidder clarifies that it shall indemnify the Bank as under and thus this section of the RFP and/or contract shall be amended to reflect the below: The first para of this section shall be deleted from the RFP, except the last line provided that the last line shall be made mutually applicable i.e. there</p> | Clause stands as per RFP. |

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| | | | | <p>shall be mutual indemnity for loss or damage to a party's premises or property, loss of life, etc., due to the acts of other party's employees or representatives, unless caused by the negligence or misconduct of the indemnified party/it's personnel. Further, the scope of third party IPR infringement indemnity set forth in second para of this section shall be as set forth below:</p> <p>The Vendor shall indemnify the Bank against any third party claims, damages, costs and expenses (including reasonable attorney fees), arising out of claims of infringement of such third-party's copyright, patents, or other intellectual property rights on the Bank arising from the use by the Bank of the Bidder provided deliverables and/or services in accordance with the contract.</p> <p>The standard exceptions to indemnity for infringement of third party IPR shall be included in the RFP and/or contract. Further, 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 the above stated IPR infringement claims for which Bidder is required to indemnify the Bank</p> | |
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| | | | | <p>according to a final decision of the courts or in the view of Bidder, Bidder, 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 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.</p> <p>The below para of this section shall be removed from the RFP document as indemnification for non-compliance with laws is already covered under section 5.2 and third party IPR infringement claims indemnification has been set forth in this section above. The Bidder does not agree to provide the additional</p> | |
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| | | | | <p>indemnities set forth in this RFP section. The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <p>Non compliance of the vendor with Laws / Governmental Requirements IP infringement Negligence and misconduct of the Vendor, its employees, and agents Breach of any terms of RFP, Representation or Warranty Act or omission in performance of service</p> <p>The Bidder clarifies that indemnity shall not cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers. However, Bidder accepts that indemnity shall cover direct damages suffered by the Bank arising out of claims of competent regulatory authorities</p> <p>The below para of this section shall be modified as under:</p> <p>The vendor shall not indemnify the Bank for</p> <p>(i) Any loss of profits, revenue, contracts, or anticipated savings or (ii) Any consequential or indirect loss or damage however caused, provided that the claims against</p> | |
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| | | | | <p>customers, users and service providers of the Bank would be considered as a "direct" claim</p> <p>Further, Bidder clarifies that the Bank shall defend, indemnify and hold harmless the selected bidder from and against any third party suit, proceedings damages, judgments, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party to the extent based on any Bank materials provided to selected bidder by or on behalf of Bank or the access and use by selected bidder of any Bank provided software or material in connection with selected bidder's performance of services.</p> | |
| 138 | | 5.16 | Privacy and Security safeguards | <p>The Bidder clarifies that in the following situations the restrictions set forth in this section shall not apply and the section be amended to include the same:</p> <p>If such details and information is (i) already known to the Bidder or its subcontractors free of any restriction at the time it is obtained from the Bank, (ii) subsequently learned from an independent third party free of any restriction and without breach of this provision; (iii) is or becomes publicly available through no wrongful act of the Bidder or any</p> | Clause stands as per RFP. |

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| | | | | third party; (iv) is independently developed by the Bidder without reference to or use of any information of the Bank; or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. | |
| 139 | | 5.18 | Guarantees | The Bidder clarifies that it does not provide any guarantees with respect to the services and deliverables under the RFP and/or contract. The Bidder confirms that it will provide services and deliverables in accordance with the agreed parameters under the contract. | Clause stands as per RFP. |
| 140 | | 5.19 | Resolution of disputes | The last line of the last para to this section shall be modified as under: Notwithstanding the above, either party shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction for any interim relief such as injunction, etc. | Clause stands as per RFP. |
| 141 | | 5.20 | Exit Option & Contract Renegotiation | The Bidder clarifies that the term 'cancel' shall be substituted by the term "terminated" throughout this section and be construed accordingly. Further, rather than having the RFP provided isolated events as basis of termination, the Bidder clarifies that the RFP and/or contract shall reflect that if there is a material breach of the RFP and/or | Clause stands as per RFP. |

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| | | | | <p>contract by either party, the other party shall notify such breach. The Party in breach shall be given a cure period of 30 days or such agreed period to rectify such breach, and if the party fails to rectify such breach, the other party shall be entitled to terminate the contract.</p> <p>The Bank shall not encash the Bid Security/Performance Guarantee to appropriate damages in this context.</p> <p>Further, if the Bank procures the equipment directly from a third party, it is not clear how the obligations in that respect will still remain with the Bidder. Kindly clarify.</p> <p>The Bidder clarifies that there be objective milestones defined under the reverse transition plan and mechanism and the achievement of such milestones be conclusive of whether the reverse transition has been achieved or not. The Bidder does not agree to leave the decision on completion and compliance with reverse transition plan to the Bank's sole discretion.</p> | |
| 142 | | 5.22 | Termination | <p>Further, the termination for breach shall be made mutually applicable and be invoked only when there is material breach of significant obligations by a party. The successor vendor shall be subjected to confidentiality</p> | Clause stands as per RFP. |

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| | | | | <p>obligations towards the Bidder which are no less restrictive than those between the Bank and the Bidder.</p> <p>Bank shall initiate arbitration proceedings and not approach any court in the context of this clause. The dispute resolution set forth above shall apply.</p> | |
| 143 | | 5.23 | Effect of Termination | <p>The Bidder clarifies that provision of maintenance services by the Bidder to the Bank post termination shall be subject to a separate agreement which may contain different terms and conditions including commercials and rates, depending upon the scope, volumes, locations, etc. as the case may be.</p> <p>Further, it is clarified that the Bidder shall be paid for all the services rendered upto the effective date of termination and prorated payment, if any, shall be agreed upon between the parties. Termination charges, may apply, if agreed between the parties.</p> | |
| 144 | | 5.26 and 5.27 | Performance Measurements and Service Levels | <p>The Bidder clarifies that the performance measurements and service level audits shall be conducted as per agreed frequency, and a third party, if any, used by the Bank in conducting the same, shall not be a competitor to the Bidder. Such third parties and/or Bank's representatives shall be subject to confidentiality obligations towards the Bidder.</p> | Clause stands as per RFP. |

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| 145 | | Additional clause to be added | Non-solicitation | <p>The Bidder request that following clause shall be added to the RFP and/or contract:</p> <p>Bidder and Bank each agree that during the term the Bidder personnel or Bank employee is associated with the Services hereunder and for a period of two years after such person ceases to be so associated, neither Bidder nor Bank shall, directly or indirectly, solicit for hire or knowingly hire or retain such personnel of the other party as an employee or independent contractor, except with prior written consent of the other party.</p> | Not applicable. |
| 146 | | Additional clause to be added | Intellectual Property Rights | <p>The Bidder requests that following clauses shall be added to the RFP and/or contract:</p> <p>i) Bank acknowledges and agrees that this agreement is not intended to be used for licensing of any Bidder's proprietary software or tools. If Bidder and Bank mutually agree that the Bidder provides to Bank any proprietary software or tools of Bidder or of a third party, the pertinent parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this section shall not apply to any</p> | Not applicable |

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| | | | | <p>deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party.</p> <p>ii) Further, the Bank acknowledges that in performing Services under this Agreement, Bidder may use Bidder proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Bidder Pre-Existing IP"). Bidder agrees that except with prior consent of Bank, Bidder shall not embed or incorporate any Bidder Pre-Existing IP. Notwithstanding anything to the contrary contained in this Agreement, Bidder shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Bidder Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion</p> | |
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| | | | | <p>thereof is incorporated or contained in a Deliverable under a Statement of Work under this Agreement, Bidder hereby grants to BANK a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-Existing IP in connection with the Deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorizes BANK to (a) separate Bidder Pre-Existing IP from the Deliverable in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder Pre-Existing IP.</p> <p>iii) Residuary Rights. Each Party shall be entitled to use in the normal</p> | |
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| | | | | <p>course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Bidder shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for the BANK, for any other client or customer of the Bidder</p> <p>(including without limitation any affiliate, competitor or potential competitor of the BANK). Nothing contained in this Section shall relieve</p> <p>either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.</p> <p>iv) Third Party Components. Any third-party software, tools, products or materials required for performing the Services or for being incorporated into or provided in connection with the services or deliverables are referred to as "Third-Party Components". Unless otherwise agreed, BANK shall</p> | |
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| | | | | be responsible for obtaining any and all appropriate consents and licenses for such Third Party Components, at BANK's costs and expenses, including applicable license fee. Bidder shall be responsible for providing reasonable assistance to BANK for securing all such licenses required from third parties for BANK's use of any such Third-Party Components. | |
| 147 | | Additional clause to be added | Entire Agreement | Bidder requests the insertion of an entire agreement clause which states that the Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the parties. | Not applicable |
| 148 | | Additional clause to be added | Tata Code of Conduct | Bidder requests that the Bank notify the Bidder of any breach of the Tata Code of Conduct by any Bidder personnel relating to the Agreement. Bidder in turn, undertakes that it will maintain confidentiality of all communication received. | Not applicable |
| 149 | | Additional clause to be added | Confidential Information | The Bidder suggests that the parties shall agree to include a mutually applicable regime on confidential information as part of the contract. | Not applicable |

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| 150 | | Annexure B | Undertaking | <p>The Bidder clarifies that the below clause of the Annexure shall be modified as under:</p> <p>If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP, subject to the deviations and clarifications submitted by the Bidder.</p> | Clause stands as per RFP. |
| 151 | | Annexure C | Format of Bank Guarantee (EMD) | <p>The Bidder clarifies that the amount stated in para 4 of the Annexure shall be rectified to state RUPEES TEN LAKHS as against "RUPESS TWENTY LAKHS" stated in the RFP Annexure document. Further, the Guarantee can be invoked if the contingencies stated in the guarantee occur and shall not refer to the situations stated in the RFP document.</p> <p>The Bidder clarifies that at the before of the paragraph starting with "Notwithstanding any other term....", the below provisions shall be added:</p> <p>"This Bank Guarantee issued by Bank, on behalf of Bidder in favor of Bank is in respect of a new Contract dated .</p> <p>As communicated by Bidder, on the date of execution of this Bank Guarantee an amount of Rupees (Rupees only)</p> <p>is outstanding and payable to Bidder by Bank, in respect of pervious</p> | Clause stands as per RFP. |

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| | | | | <p>contracts between Bidder and Bank.</p> <p>As communicated by Bidder on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any previous contracts between Bidder and Bank."</p> <p>Also after the present Notwithstanding clause following to be added :</p> <p>Unless the demand/claim under this guarantee is served upon us in writing before all the rights of Bank under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.</p> | |
| 152 | | Annexure D | Pre contract Integrity Pact | <p>The Bidder clarifies that the Bidder does not offer any stores as referred in para 2 of the "General" para of the Annexure. The Bidder provides services and deliverables as agreed under the contract. The Bidder clarifies as under:</p> <p>Section 6.1 (iv) shall be deleted from the document.</p> <p>Section 6.1 (vi) The Bidder's liability shall be subject to the liability cap set forth in the contract.</p> <p>Section 7.1 shall be removed from the document. The pricing provided in each deal will depend on the nature of services, volumes, volume commitments, location of services performance, etc. and thus this clause is not reasonable.</p> | Clause stands as per RFP. |

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| | | | | The Bidder requests removal of the letter from the OEM as required in the format on page 46 of the RFP document due to administrative constraints | |
| 153 | | Annexure F | Undertaking to be given by the Bidders | The Bidder clarifies that the below clause of the Annexure shall be modified as under: We having registered office at do hereby confirm that we will provide the services as per scope of work mentioned in the RFP Document, subject to the deviations and clarifications submitted by the Bidder. | Clause stands as per RFP. |
| 154 | | Annexure G | Non Disclosure Agreement | The Bidder clarifies that the Annexure shall be modified to include the following clauses as under: i) The obligations set forth in the Annexure shall not apply to the extent, that such information is (i) already known to the Bidder free of any restriction at the time it is obtained from the Bank, (ii) subsequently learned from an independent third party free of any restriction and without breach of this provision; (iii) is or becomes publicly available through no wrongful act of the Bidder or any third party; (iv) is independently developed by the Bidder without reference to or use of any information of | Clause stands as per RFP. |

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| | | | | <p>the Bank; or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange.</p> <p>ii) Equivalent obligations of confidentiality shall apply to Bank with respect to the Bidder's information and material.</p> <p>iii) The confidentiality obligations set forth in the Annexure shall survive for a period of two years from the time of disclosure of such information.</p> | |
| 155 | | Annexure H | Proforma of Deed of Indemnity | <p>Section 5. 14 of the RFP document (subject to Bidder's clarifications suggested above) already deals with the indemnities that the Bidder shall provide the Bank with, in relation to the RFP and/or contract. It is our understanding that an additional deed of indemnity for the same purpose is not required and hence Bidder suggests that the same be removed from the RFP document. Kindly clarify and confirm.</p> <p>Bidder reserves its right to comment on the deed of indemnity based on the response received from the Bank on this front.</p> | Clause stands as per RFP. |
| 156 | | Annexure I | Proforma for Performance Guarantee | <p>The Bidder clarifies that at the before section 7 of the Annexure , the below provisions shall be added:</p> | Clause stands as per RFP. |

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| | | | | <p>This Bank Guarantee issued by Bank, on behalf of Bidder in favor of Bank is in respect of a new Contract dated .</p> <p>As communicated by Bidder, on the date of execution of this Bank Guarantee an amount of Rupees (Rupees only) is outstanding and payable to Bidder by Bank, in respect of pervious contracts between Bidder and Bank.</p> <p>As communicated by Bidder on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any previous contracts between Bidder and Bank</p> <p>Also section 7 iii) shall be modified as under :</p> <p>iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before expiry of Guarantee including claim period), after which all the rights of Bank under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.</p> | |
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| 157 | | Annexure J | Manufacturer Authorization Form | The Bidder requests removal of the Annexure J as required from the OEM in the format on page 56 of the RFP document due to administrative constraints. | Clause stands as per RFP. |
| 158 | | Annexure K | Tender offer forwarding letter | <p>The Bidder clarifies that the below clauses of the Annexure shall be modified as under:</p> <p>With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Implementation of Bharat Bill Payment System as per approved Design & Specification of the Bank mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid, subject to the deviations and clarifications submitted by the Bidder.</p> <p>In the event of acceptance of our Technical as well as Commercial Bids by the bank we undertake to Implementation of Bharat Bill Payment System as per your purchase orders, subject to the deviations and clarifications submitted by the Bidder as well as any reservations to such purchase orders.</p> <p>In the event of our selection by the Bank for Implementation of Bharat Bill Payment System as per approved Design & Specification of the Bank, we will submit a</p> | Clause stands as per RFP. |

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| | | | | <p>Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 39 (Thirty Nine) months effective from the month of execution of the Agreement in favor of UCO Bank. We agree to abide by the terms and conditions of this tender offer till 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days, subject to the deviations and clarifications submitted by the Bidder. Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, subject to the deviations and clarifications submitted by the Bidder, shall constitute a binding contract between us.</p> | |
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