

Sr. No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
1	GeM Bid Doc- GEM/2022/B/21780 36 Clause-20 Generic	Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if: i) The Seller fails to comply with any material term of the Contract. ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent. iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly. iv) The Seller becomes bankrupt or goes into liquidation. v) The Seller makes a general assignment for the benefit of creditors. vi) A receiver is appointed for any substantial property owned by the Seller. vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.	Bidder suggests to modify the clause as : Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice of thirty (30) days to the Seller, if:	Bidder to comply with GeM terms
2	ATC 11 - Onsite Resource	11.13 Onsite Resource charges will be paid quarterly in arrears. In case the resources go on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the solution is not hampered.	<u>Bidder suggests to modify the clause as:</u> 11.13. Onsite Resource charges will be paid quarterly monthly in arrears. In case the resources go on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the solution is not hampered.	Bidder to comply with GeM terms
3	ATC-20 Local Support	20.1. The Support should be for an unlimited number of incidents reported to them and provides a practical solution to resolve the issue. The support should be provided over phone, E mail web based, in person, if required. All escalations will be attended / responded promptly not later than 30 minutes of reporting.	<u>Bidder suggests to modify the clause as:</u> 20.1. The Support should be for an unlimited number of incidents reported to them and provides a practical solution to resolve the issue. The support should be provided over phone, E mail web based, in person, if required. All escalations will be attended / responded-promptly not later than 30 60 minutes of reporting.	Bidder to comply with GeM terms
4	ATC -33 Execution of Agreement	33.1. Within 21 days from the date of acceptance of the Purchase Order/LOI or within 30 days from the date of issue of Purchase Order/LOI whichever is earlier, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected bidder.	<u>Bidder suggests to modify the clause as:</u> 33.1. Within 21 days from the date of acceptance of the Purchase Order/LOI or within 30 days from the date of issue receipt of Purchase Order/LOI whichever is earlier, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected bidder.	Bidder to comply with GeM terms
5	ATC -38 Responsibilities of the selected bidder	38.2. The Bank will call for Audited Balance Sheet of the selected bidder at any point of time during warranty and AMC period and the selected bidder shall provide the same.	<u>Bidder suggests to modify the clause as:</u> 38.2. The Bank will call for Audited Balance Sheet of the selected bidder at any point of time by giving a seven (7) days prior notice during warranty and AMC period and the selected bidder shall provide the same.	Bidder to comply with GeM terms
6	ATC -43 Assignment	43.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this GeM bid shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the selected bidder under this GeM bid.	<u>Bidder suggests to modify the clause as:</u> 43.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this GeM bid shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the selected bidder under this GeM bid. However, If the bank undergoes such merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., the bank shall give a thirty (30) days prior written notice to C-Edge.	Bidder to comply with GeM terms
7	ATC-47 Intellectual property rights		<u>Bidder suggests to add below given clause as:</u> Third Party Components. All the Intellectual Property Rights (IPR) in the third party software or component used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ C-EDGE's licensor and Bank shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software or component	Bidder to comply with GeM terms

8	ATC - 48 Confidentiality and Non-Disclosure	48.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-10.	<u>Bidder suggests to modify the clause as:</u> 48.1. The bidder Both party shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder Both party shall suitably defend, indemnify Bank other party for any loss/damage suffered by Bank other party on account of and to the extent of any disclosure of the confidential information.	Bidder to comply with GeM terms
9	ATC-49 Indemnity	49.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of: 49.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder; 49.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder; 49.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution/Service supplied by them. 49.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities. 49.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited. 49.2.3. All Employees engaged by the bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.	<u>Bidder suggests to modify the clause as:</u> 49.1. The bidder Both Party shall keep and hold the Bank other party indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank other party arising out of: 49.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder other party; 49.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder other party; 49.2. The bidder Both party shall indemnify, protect and save the Bank other party against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution/Service supplied by them. 49.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities. 49.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties other party in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited. 49.2.3. All Employees engaged by the bidders shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder. Until and unless if an incident happens in the bank's location due to bank's negligence then the bank will be liable for payment or claim or compensation to the employee. At the event of loss of data, C-Edge shall fully try to retrieve the data if such data is in C-Edge possession or has access of it.	Bidder to comply with GeM terms
10	ATC -50 Force Majeure	50.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.	<u>Bidder suggests to modify the clause as:</u> 50.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake, and fire, explosion, strike, accident, epidemic, cyclone, floods, revolution, civil unrest, embargo, or by law, order, proclamation, regulation or ordinance of any government, central, state, local or any subdivision thereof, or any cause beyond the reasonable control of the party affected events not foreseeable but also does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.	Bidder to comply with GeM terms
11	ATC - 56 Modification/cancellation of GeM bid	The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection/cancellation.	<u>Bidder suggests to modify the clause as:</u> The bank reserves the right to modify/cancel/re-tender by giving in writing without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection/cancellation.	Bidder to comply with GeM terms

12	ATC-60 Legal Disputes and Jurisdiction of the court	60.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this GeM bid. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.	<u>Bidder suggests to modify the clause as:</u> 60.1. The Bank Both party Clarifies that the Bank other party shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder other party from committing any violation or enforce the performance of the covenants, obligations and representations contained in this GeM bid. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank both parties may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.	Bidder to comply with GeM terms
13	Annexure-13 Draft Contract Agreement	2.6. If during the term of Contract, the performance in whole or in part by either Party [BANK/VENDOR/ SERVICE PROVIDER] of any obligations under the Contract is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god (hereinafter referred to individually as an "Event" the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall be entitled to terminate this Contract nor have any claim for damages against the other by reason only of such non-performance or delay in performance. 6.2. If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract.	<u>Bidder suggests to modify the clause as:</u> 2.6. If during the term of Contract, the performance in whole or in part by either Party [BANK/VENDOR/ SERVICE PROVIDER] of any obligations under the Contract is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god accident, floods, revolution, civil unrest, embargo, or by law, order, proclamation, regulation or ordinance of any government, central, state, local or any subdivision thereof, or any cause beyond the reasonable control of the party affected (hereinafter referred to individually as an "Event" the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall be entitled to terminate this Contract nor have any claim for damages against the other by reason only of such non-performance or delay in performance. 6.2. If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract. However, if the bank undergoes such merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., the bank shall give a thirty (30) days prior written notice to C-Edge. <u>Details to be filled by CE team</u>	Bidder to comply with GeM terms



14	Annexure-13 ,Draft Contract Agreement- Indemnity Clause -11	<p>11.1.VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:</p> <p>11.1.1.The breach, default or non-performance of undertakings, warranties, covenants or obligations by the VENDOR/ SERVICE PROVIDER;</p> <p>11.1.2.. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the VENDOR/ SERVICE PROVIDER;</p> <p>11.2. VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution/Service supplied by them.</p> <p>11.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.</p> <p>11.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.</p> <p>11.2.3. All Employees engaged by the bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.</p>	<p><u>Bidder suggests to modify the clause as:</u></p> <p>11.1.VENDOR/ SERVICE PROVIDER-Both Party shall keep and hold the Bank/other party indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the VENDOR/ SERVICE PROVIDER/other party arising out of:</p> <p>11.1.1.The breach, default or non-performance of undertakings, warranties, covenants or obligations by the VENDOR/ SERVICE PROVIDER/other party;</p> <p>11.1.2.Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder/other party;</p> <p>11.2.VENDOR/ SERVICE PROVIDER-Both party shall indemnify, protect and save the Bank/other party against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution/Service supplied by them.</p> <p>11.2.1.All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.</p> <p>11.2.2.The limits specified in above clause shall not apply to claims made by the Bank/third parties/other party in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.</p> <p>11.2.3.All Employees engaged by the VENDOR/ SERVICE PROVIDER shall be in sole employment of the bidder and the VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the VENDOR/ SERVICE PROVIDER.</p> <p>Until and unless If an incident happens in the bank's location due to bank's negligence then the bank will be liable for payment or claim or compensation to the employee.</p> <p>At the event of loss of data, C-Edge shall fully try to retrieve the data if such data is in C-Edge possession or has access to it.</p>	Bidder to comply with GeM terms
15	ATC - 9. Delivery, customization, installation, integration, commissioning, implementation and maintenance	9.3. The Installation will be deemed as incomplete if any component of the Solution is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. The installation will be accepted only after complete commissioning of Solution.	We request bank to consider, The Installation will be deemed as incomplete if any component of the Solution is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted or the sign off can be provided at the mutually agreed terms and timeline. The installation will be accepted only after complete commissioning of Solution.	Bidder to comply with GeM terms
16	ATC - 10. Uptime	10.1.The selected bidder shall guarantee a 24x7x365 availability with monthly uptime of 99.90% for the solution as specified in Annexure-1 (Scope of Work) and Annexure-2 (Technical requirements), during contract period, which shall be calculated on monthly basis.	We request bank to kindly provide clarity if bidder needs to deploy the proposed NPS solution in High availability in DC & DR in order to achieve the said uptime as per the mentioned clause.	Bidder to comply with GeM terms
17	ATC - 11. Onsite Resources	11.3. The cost agreed upon for the resource will be frozen for contract period and purchase order will be issued based on the requirement of the Bank. However, charges for onsite resources will be paid from the date of acceptance of the solution of the Bank.	We request bank to consider atleast 10% hike in the onsite resource cost considering the inflation and other market factors from 2nd year onwards. As bank know that market situation for technical resource is sky rocketing.	Bidder to comply with GeM terms
18	ATC - 11. Onsite Resources	11.2. The onsite support resource timings will be 10.00 AM to 7.00 PM or any other shift for either of the resources as decided by the Bank based on operational expectancy on daily basis except Bank holidays.	We understand that the onsite support resources would be deployed during the banking operation hours only.	Bidder to comply with GeM terms
19	ATC - 11. Onsite Resources	11.6. The onsite resource will also be responsible for complete day-to-day activities such as end to end management of the solution till the project tenure.	We assume that on site resource will be responsible for only the components provided by the bidder.	Bidder to comply with GeM terms
20	ATC - 11. Onsite Resources	11.10. Support should include advising & helping the Bank in implementing controls for the risk advised by regulators/Govt. of India.	We request bank to consider , Bidder onsite resource would provide the support on the best effort basis or on the mutually agreed terms based on the efforts involved for advising & helping the Bank in implementing controls for the risk advised by regulators/Govt. of India	Bidder to comply with GeM terms



21	ATC - 11. Onsite Resources	11.14. Response Time and Meantime to Restore [MTTR] 11.14.1. ResponseTime shall be 2 hours and MTTR shall be 4 hours. 11.14.2. Time specified above is from lodging of complaint. 11.14.3. However, penalty shall be applicable as per uptime clause.	We request bank to consider, Response Time and Meantime to Restore [MTTR] 11.14.1. ResponseTime shall be 2 hours and MTTR shall be 8 hours in case of critical show stopper issues. 11.14.2. Time specified above is from lodging of complaint. 11.14.3. However, penalty shall be applicable as per uptime clause.	Bidder to comply with GeM terms
22	ATC - 12. Security	12.2. The Bank will not provide any remote session and direct internet connectivity to the equipment in terms of support which may leads to the vulnerability of the system.	We request bank to consider provding VPN connectivity for the L3 Support as per the banks policy .	Bidder to comply with GeM terms
23	ATC - 12. Security	12.6. The selected bidder has to follow the industry best practices in configuration of Operating System and other Software	We assume that bank would be responsible for providing the OS DB and other infra components as per the project requirements.	Bidder to comply with GeM terms
24	ATC - 12. Security	12.7. Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract tenure.	We request bank to consider, Any kind of change like update, upgrades etc. in the system after complete installation will be at the mutually agreed commercials based on the efforts involved during contract tenure.	Bidder to comply with GeM terms
25	ATC - 13. Escrow arrangement	13.3. The escrow will be released to the Bank in the event of the Contract being terminated for either default or Insolvency of the bidder or should be bidder cease, or give notice of intention to cease to provide maintenance or technical support services for the software as required by the contract. The release will be effected by the agent within 15 days of receipt of written demand from the purchase therefore.	We request bank to consider, The escrow will be released to the Bank in the event of the Contract being terminated for Insolvency of the bidder or should be bidder cease, or give notice of intention to cease to provide maintenance or technical support services for the software as required by the contract. The release will be effected by the agent within 30 days of receipt of written demand from the purchase therefore.	Bidder to comply with GeM terms
26	ATC - 16. Annual Technical Support (ATS)	16.5. Bank will not pay ATS for any customization/enhancement/ additions in the existing modules asked in the Gem bid.	We request bank to consider, any customization/enhancement/ additions in the existing modules asked in the Gem bid at the mutually agreed commercials based on the efforts involved for such customization/enhancement/ additions .	Bidder to comply with GeM terms
27	ATC - 16. Annual Technical Support (ATS)	16.7. It may be noted that the Bank reserves the right to demand additional performance Bank Guarantee(as per annexure-14) to the tune of 10% of the value of the Purchase Order, if AMC/ATS charges quoted by the selected bidder are abnormally low (i.e. AMC/ATS Costpercentage per annum should not be less than 5% of the cost of software and License). The Bank has discretion to consider such offer or for seeking clarification from the selected bidder to decide for consideration. This Bank Guarantee will be towards contractualAMC/ATS obligations of the selected bidder. Bidder shall quote the charges of AMC/ATS as per the Bill of Material (Annexure-12). This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC/ATS period with a claim period of 3 months. The selected bidder has to submit this Bank guarantee in addition to the Performance Security (Security Deposit/Bank Guarantee). The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.	We request bank to consider atleast 30 days for submitting the PBG adter accepting the purchase order.	Bidder to comply with GeM terms
28	ATC - 17.1 Penalties& Liquidated damages	17.1.2. However total penalty under above Clause shall be restricted to 5% (plus GST) of the purchase order value.	We request bank to consider, However total penalty under above Clause shall be restricted to 5% (plus GST) of the Implementation cost.	Bidder to comply with GeM terms
29	ATC - 17.1 Penalties& Liquidated damages	17.1.1. If the bidder fails to complete the activities as per timelines mentioned in Clauses 9.2, Bank shall impose a penalty at the rate of 0.50% (plus GST) on delay in Implementation per week or part thereof, on the Invoice value.	We request bank to consider, If the bidder fails to complete the activities as per timelines mentioned in Clauses 9.2, Bank shall impose a penalty at the rate of 0.50% (plus GST) on delay in Implementation per week or part thereof, on the Implementation Cost.	Bidder to comply with GeM terms
30	ATC-17 .2 Penalties/Liquidated damages for not maintaining uptime:	17.2.1.Above 98.90% and below 99.90% 0.10% plus GST on total order value (exclusive of GST) for every hour or part thereof.	We request bank to consider,Above 98.90% and below 99.90% cost of the year every hour or part thereof.	0.10% plus GST on the ATS (exclusive of GST) for Bidder to comply with GeM terms



31	ATC-17.2. Penalties/Liquidated damages for not maintaining uptime:	17.2.1.Above 97.90% and upto 98.90% 0.20% plus GST on total order value (exclusive of GST) for every hour or part thereof.	We request bank to consider,Above 97.90% and upto 98.90% 0.20% plus GST on the ATS cost of the year (exclusive of GST) for every hour or part thereof.	Bidder to comply with GeM terms
32	ATC -17.2. Penalties/Liquidated damages for not maintaining uptime:	17.2.1.Above 96.00% and upto 97.90% 0.30% plus GST on total order value (exclusive of GST) for every hour or part thereof.	We request bank to consider, Above 96.00% and upto 97.90% 0.30% plus GST on total ATS cost of the year (exclusive of GST) for every hour or part thereof.	Bidder to comply with GeM terms
33	ATC-17.2. Penalties/Liquidated damages for not maintaining uptime:	17.2.1.Above 95.00% and upto 96.90% 0.50% plus GST on total order value (exclusive of GST) for every hour or part thereof.	We request bank to consider, Above 95.00% and upto 96.90% 0.50% plus GST on total ATS cost of the year (exclusive of GST) for every hour or part thereof.	Bidder to comply with GeM terms
34	ATC- 17.2. Penalties/Liquidated damages for not maintaining uptime:	17.2.1.Less than 95.00% 1.00% plus GST on total order value (exclusive of GST) for every hour or part thereof	We request bank to consider,Less than 95.00% 1.00% plus GST on total ATS cost of the year (exclusive of GST) for every hour or part thereof	Bidder to comply with GeM terms
35	ATC-17.2. Penalties/Liquidated damages for not maintaining uptime:	17.2.2. The maximum penalty levied under above clause 17.2.1 shall not be more than the 10% plus GST of total value of the order (exclusive of taxes).	We request bank to consider,The maximum penalty levied under above clause 17.2.1 shall not be more than the 10% plus GST of total ATS cost of the year of the order (exclusive of taxes).	Bidder to comply with GeM terms
36	ATC-17.3. Penalties/Liquidated damages for Onsite resources: :	17.3. Penalties/liquidated damages for Onsite resources: In case the resources goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank shall pay only the proportionate amount of resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% plus GST of the Resident resource charges (Excl. of GST) payable to the selected bidder for that quarter for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% plus GST of the total charges (exclusive of GST) payable for Resident Resource charges for that quarter.	We request bank to consider, Penalties/liquidated damages for Onsite resources: In case the resources goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank shall pay only the proportionate amount of resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% plus GST of the Resident resource charges (Excl. of GST) payable to the selected bidder for that quarter for each week and part thereof of absence. However, total penalty under this clause will be limited to 10% plus GST of the total charges towards resources cost (exclusive of GST) payable for Resident Resource charges for that quarter.	Bidder to comply with GeM terms
37	ATC-17.8.- Penalties/Liquidated damages	17.8. Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.	We request the bank to cap the liability point mentioned in the pint, liability of unlimited nature cannot be accepted, we request bank to cap the liability to 10% of the TCO	Bidder to comply with GeM terms
38	ATC-17.9.- Penalties/Liquidated damages	17.9. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the selected bidder.	We request the bank to cap the liability point mentioned in the pint, liability of unlimited nature cannot be accepted, we request bank to cap the liability to 10% of the TCO	Bidder to comply with GeM terms
39	NA	NA	We request bank to provide line item in the commercial format towards implementation cost, Data Migration from legacy system.	Bidder to comply with GeM terms

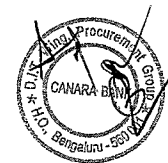


40	ATC-18- Payment terms	18.1. Supply of National Pension System (NPS) solution with Enterprise License (DC & DR both). 40% : On delivery, Installation, Implementation, Configuration of base version of proposed solution with enterprise license and on submission of Invoice and Acceptance/Sign off by the Bank and on production of relevant documents. 30% : On Implementation, Configuration, Customization, Integration and Commissioning of NPS solution with Enterprise License and Acceptance/Sign off by the Bank and on submission of Invoice and production of relevant documents. 30% : After 3 Months of Successful Go-live and submission of Invoice and Acceptance/Sign off by the Bank on production of relevant documents.	We request bank to consider, Supply of National Pension System (NPS) solution with Enterprise License (DC & DR both). 20% : On SRS sign off 40% : On delivery, Installation, Implementation, Configuration of base version of proposed solution with enterprise license and on submission of Invoice and Acceptance/Sign off by the Bank and on production of relevant documents. 30% : On Implementation, Configuration, Customization, Integration and Commissioning of NPS solution with Enterprise License and Acceptance/Sign off by the Bank and on submission of Invoice and production of relevant documents. 10% : on go live	Bidder to comply with GeM terms
41	ATC 19.- Scope involved during Contract period	19.2. If any software, license updates provided by the OSD as free of cost, it should be provided and installed & configured by the selected bidder free of cost to the Bank during Contract Period.	We request bank to consider, in case of any chargeable update from OSD, Bank to consider paying the charges at the mutually agreed commercials based on the effort and cost of OSD for such updates and upgrades	Bidder to comply with GeM terms
42	General	General	We request bank to provide clarity on the size of data to be migrated, Extraction and cleaning of data would be banks responsibility bidder would migrate the data extracted by the bank from the legacy system	Size of data to be migrated is approx. 5GB.
43	ATC-37 Roles & Responsibility during Project Implementation	37.3. In case of any damage of Bank's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.	We request the bank to cap the liability point mentioned in the point, liability of unlimited nature cannot be accepted, we request bank to cap the liability to 10% of the TCO	Bidder to comply with GeM terms
44	ATC-40 Responsibility for Completeness	40.2 The bidder shall deliver, install, configure the supplied Solution/service as per Technical specification and Scope of Work described elsewhere in the GeM bid and arrange for user level demo at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.	We request bank to provide clarity on the mentioned part of the point; The bidder is liable for penalties levied by Bank for any deviation in this regard.	Bidder to comply with GeM terms
45	ATC-48. Confidentiality and Non-Disclosure	48.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-10.	We request the bank to cap the liability point mentioned in the point, liability of unlimited nature cannot be accepted, we request bank to cap the liability to 10% of the TCO	Bidder to comply with GeM terms
46	ATC 49. Indemnity	49.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:	We request bank to provide clarity on the term liabilities (including statutory liability) mentioned in the point.	Bidder to comply with GeM terms
47	ATC-49. Indemnity	49.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution/Services supplied by them	We request bank to provide clarity on the term issues mentioned in the point.	Bidder to comply with GeM terms

48	ATC-58. Right to audit:	58.1. The selected bidder has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank /such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the selected bidder is required to submit such certification by such Auditors to the Bank. The selected bidder and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the selected bidder. The selected bidder shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.	We request bank to consider discussing the point at the mutually agreed terms.	Bidder to comply with GeM terms
49	Annexure-1 Scope of Work	3. The selected bidder has to implement the entire solution (including OS & DB) in DC (with fallback in DC), DR and UAT setup of the Bank. Solution should be highly available as mentioned elsewhere in the GeM bid. Recovery Time Objectives (RTO)/ Recovery Point Objective (RPO) as required by the Bank will be shared with the selected bidder for configuring fallback in DC and DR. The solution should be deployed in 3-tier architecture with separate Web, App & DB roles.	We request bank to consider providing all the network & Cyber security Equipments as per the banks policy including AVS and other components.	Bidder to comply with GeM terms.
50	Annexure-1 Scope of Work	6. All updates and upgrades of OS & DB has to be done by the selected bidder without any extra cost to the Bank during contract period. However, licenses will be provided by the Bank.	We request banks to consider maintaing the infra and other components provided by the bank a facility management resouces skillset would be diffrent from the skillset of the application support resources which is to be deployed as per RFP document in the banks premises	Bidder to comply with GeM terms.
51	Annexure-1 Scope of Work	9. The selected bidder has to install /re-install the supplied software in the servers and support the same during warranty and ATS period without any extra cost to the Bank.	We request bank to consider, The selected bidder has to install /re-install the supplied software in the servers and support the same during warranty and ATS period at the mutually agreed commercials based on the efforts involved if any.	Bidder to comply with GeM terms
52	Annexure-1 Scope of Work	10. During the contract period if OEM of OS/DB software announces regarding the End of Support. The selected bidder has to migrate the solution to the newer version of OS/DB without additional cost to the Bank. However, licenses will be provided by the Bank.	We request bank to consider, . During the contract period if OEM of OS/DB software announces regarding the End of Support. The selected bidder has to migrate the solution to the newer version of OS/DB at the mutually agreed commercials based on the efforts involved If any. However, licenses will be provided by the Bank.	Bidder to comply with GeM terms
53	Annexure-1 Scope of Work	11. The solution proposed by the selected bidder should be able to migrate to the newer version of Operating Systems/Data Base Systems/Browsers without any extra cost to the Bank.	We request bank to consider, The solution proposed by the selected bidder should be able to migrate to the newer version of Operating Systems/Data Base Systems/Browsers t the mutually agreed commercials based on the efforts involved if any.	Bidder to comply with GeM terms
54	Annexure-1 Scope of Work	14. The solution should integrate with Bank's Core Banking Solution, Single Sign on package, SMS/mail solution etc. using the existing APIs available with the Bank for the purpose. APIs for real-time / bulk posting to CBS is available.	We request bank to provide the list of integrations to be carried out towards the proposed solution, any integration requirement after the finalaization of SRS would be taken as the change request.	Bidder to comply with GeM terms
55	Annexure-1 Scope of Work	16. The solution should conform to the security/regulatory requirements of the PFRDA/NSDL/Gol/RBI etc., and provide such regulatory requirements at no additional cost to bank during the warranty and AMC/ATS period.	We request bank to consider, The solution should conform to the security/regulatory requirements of the PFRDA/NSDL/Gol/RBI etc., and provide such regulatory requirements at the mutually agreed commercials based on the efforts involved if any. during the warranty and AMC/ATS period.	Bidder to comply with GeM terms
56	Annexure-1 Scope of Work	27. Any customization requiring effort up to 7 man days should be done onsite and Bank will not pay separately for this customization.	We request bank to remove the mentioned point	Bidder to comply with GeM terms
57	Annexure-2 Technical Requirements	4.5. The solution should conform to the security/regulatory requirements of the PFRDA/NSDL/Gol/RBI etc., and provide such regulatory requirements at no additional cost to bank during the warranty and AMC/ATS period.	We request bank to consider, The solution should conform to the security/regulatory requirements of the PFRDA/NSDL/Gol/RBI etc., and provide such regulatory requirements at the mutually agreed commercials based on the efforts involved if any during the warranty and AMC/ATS period.	Bidder to comply with GeM terms
58	Annexure-11 Technical Evaluation Criteria	1. Bidder must have successfully implemented any customer on-boarding solution in any of the category mentioned in evaluation parameter in India in last three years, i.e. FY 2019-20, 2020-21 & 2021-22 from the date of GeM bid.	We request bank to consider, Bidder/OEM must have successfully implemented any customer on-boarding solution in any of the category mentioned in evaluation parameter in India in last three years, i.e. FY 2019-20, 2020-21 & 2021-22 from the date of GeM bid.	Bidder to comply with GeM terms



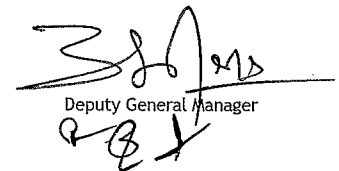
59	Annexure-1 Scope of Work	13.The selected bidder should migrate the existing data to the proposed application in this GeM bid	What would be the size of Data Migration	Size of data to be migrated is approx. 5GB.
60	Annexure-1 Scope of Work	15.3.To ensure better system and procedure, the selected bidder and their service provider should be ISO 27001 certified	Is this a compulsory requirement?	Bidder to comply with GeM terms
61	Annexure-1 Scope of Work	22.1.The required Integration & Interfaces with the Banks Software Systems, i.e. Flexcube. The solutions should be capable of seamless integration with the Core Banking Solution (CBS) implemented by the Bank as per the specification of CBS Interface, i.e. Flexcube. The bidders have to provide necessary interface and undertake the integration with the CBS.	Hope this APIs are available with the Bank. APIs list is attached for your reference	Yes. The same will be provided to the selected bidder.
62	Annexure-1 Scope of Work	6.All updates and upgrades of OS & DB has to be done by the selected bidder without any extra cost to the Bank during contract period. However, licenses will be provided by the Bank	Will the bank not provide OS and DB	Bank will provide OS and Oracle DB. Any other DB has be provided/supported by selected bidder.
63	Annexure-1 Scope of Work	7. Any customization requiring onsite debugging or customization for the integration with other applications/CBS of the Bank should be carried out by the selected bidder onsite as and when required to ensure smooth implementation	Any customization will come in future which cannot be forecasted now; how that will be handled?	Bidder has to go through the GeM bid and comply with GeM bid terms
64	Annexure-1 Scope of Work	10.During the contract period if OEM of OS/DB software announces regarding the End of Support. The selected bidder has to migrate the solution to the newer version of OS/DB without additional cost to the Bank. However, licenses will be provided by the Bank.	What is there is multiple time upgrade in the contract period	Bidder to comply with GeM terms
65	Annexure-1 Scope of Work	22.4.The solution should integrate with Bank's CBS, SAS, SMS/ Mail solution, other delivery channels like ATM / Internet / Mobile Banking /FI/BC channels etc. using the existing APIs available with the Bank for the purpose.	Can you please explain in details what integration that needs to be done with SAS (does it means Single Sign on, ATM, FI and BC channels	SAS is Single authentication service. The NPS solution provided should be integrated with SAS, other channels (Internet Banking/Mobile Banking/FI/BC/ATM etc) through API.
66	Annexure-2 Technical Requirements	1.4.The system should have a provision for generation of PRAN manually (through PRAN master given by NSDL), API and STP	Please clarify when you say generation of PRAN manually	PRAN should be assigned for all new registrations from the PRAN library provided by NSDL.
67	Annexure-2 Technical Requirements	1.5.System should integrate with NSDL FVU (File Validation Utility)-(Automated). Registration files should be successfully validated before generation of Files- (Automated).	If APIs are available we can do the integration. As far as we know FVU is a standalone utility	FVU should be integrated as part of provided solution.
68	Annexure-2 Technical Requirements	1.6.The system should have a provision for collection of Initial & subsequent Contribution amount along with Commission + GST – (Both enrolment charges & commission on contribution collection -Automated). Payment modes: 1. Branch - Cash/ Transfer/ Clearing by Cheque/DD 2. NEFT/RTGS 3. Internet Banking 4. Debit card 5. Payment Gateway (Credit Card Any Bank/Internet Banking, Debit Card, UPI etc. of other banks)	We believe that Bank has its own PG and we will need to only integrate with it. Also please let us know how many PG Integration will needed to be done and the bank will borne the cost	The proposed system should have provision for collection of contribution for all the payment modes including through PG. The details of integration will be shared with selected bidder.
69	Annexure-2 Technical Requirements	1.7.The system should have a provision for generation of Contribution files which will be uploaded in NSDL portal through API/STP.If the Contribution amount is rejected due to PRAN – Inactive, other POP PRANS, etc., the amount to be re-credited to the originating A/c of the Customer	As far as we understand NSDL does not share the APIs directly with the vendor.If the bank can provide the APIs we can integrate	APIs will be shared by the bank.



70	Annexure-2 Technical Requirements	1.8.The System should have a provision for generation of registration files, MIS files, Photo, signature and contribution files. Same to be transferred to NSDL portal through API/STP. Enrolment Charges & Initial Contribution Commission along with GST to be credited to respective Comm. & GST GL heads.	As far as we understand NSDL does not share the APIs directly with the vendor.If the bank can provide the APIs we can integrate	APIs will be shared by the bank.
71	Annexure-2 Technical Requirements	1.9.The System should have a provision for Modification of Non-financial transactions. Provision should be available in Branch portal, Web portal and other alternative channels (through API). Also system should have a provision for updation of updated/modified records into NSDL portal through API/STP. Charges for Non-financial modifications to be collected automatically & credited to respective Comm. & GST GL heads.	As far as we understand NSDL does not share the APIs directly with the vendor.If the bank can provide the APIs we can integrate	APIs will be shared by the bank.
72	Annexure-2 Technical Requirements	1.10. & 1.12.The System should have a provision for partial/ complete withdrawal. Provision should be available in Branch portal, Web portal and other alternative channels (through API)	As far as we understand NSDL does not share the APIs directly with the vendor.If the bank can provide the APIs we can integrate	APIs will be shared by the bank.
73	Annexure-2 Technical Requirements	1.11.The System should have a provision for lodging and Tracking Customer/Branch grievances	If you have any existing Grievances system we can integrate with it. As our application is for NPS PRAN registration	Grievance system should be part of the proposed solution.
74	Annexure-2 Technical Requirements	1.13.The System should have a provision for KYC Verification. Provision should be available in Branch portal, Web portal and other alternative channels (through API)	Will you process NPS application for non-bank customers also. If not then we don't need for KYC verification	Yes. Bidder to comply with GeM terms.
75	Annexure-2 Technical Requirements	1.14.The system should support for API integration over SMPP and XML/Query String/JSON/ISO etc.	Is SMPP is different from SMS integration? We believe SMS charges will be borne by bank?	Bidder to comply with GeM terms. SMS charges will be borne by Bank.
76	Annexure-2 Technical Requirements	1.17.The System should have a provision for integrating with other applications for on boarding of customers through VCIP (With Geotagging).	Will you process NPS application for non-bank customers also: If not then we don't need the same	Yes. Bidder to comply with GeM terms.
77	Annexure-2 Technical Requirements	2.5.The System should have proper Business Continuity Plan. As part of BCP The system should have Data Centre & Disaster Recovery Centre in different seismic zone and both should have hosted in India.	Any hardware will be implemented in Bank's environment.We believe DC and DR will be of Bank	Yes.
78	Annexure-2 Technical Requirements	6.4.To provide Forensic Investigation Support as and when required by the Bank	What kind of support is expected from the vendor. Please explain	The selected bidder has to coordinate with the Forensic auditor and rectify the issues, if any.
79	GeM Bid Doc- GEM/2022/B/21780 36 Clause-17	Is BIS certificate/Type Test certificate mandatory	MSME can be exempted?	Bidder to comply with GeM terms.

Date: 30/05/2022

Place: Bangalore


Deputy General Manager

