

Corrigendum to Request for Proposal (RFP) for Implementation of Multilanguage Solution in Core Banking Solution Finacle

10.x

#	Clause No	Page No	Clause	Query	Bank Response
1	Schedule of Bid	5	There is no date and time mentioned for prebid meeting	Request the bank to facilitate a online prebid meeting so that all the queries can be discussed and addressed	Please be guided by RFP
2	Eligibility Criteria 5.5	10	Bidder/OEM must have implemented similar centralized multilanguage solution for CBS/ATM/Internet Banking/Mobile Banking to any Bank/BFSI sector at least in 2 different languages out of which one language must be Hindi. (The bidder has to submit Purchase Order/reference letter as supporting documents for the same)	Since the ask is for centralized deployment, request you not to restrict the clause to banking channels. Request you to amend the clause as: Bidder/OEM must have implemented similar centralized multilanguage solution for CBS/ATM/Internet Banking/Mobile Banking or any other channel like SMS Communication to any Bank/BFSI sector at least in 2 different languages out of which one language must be Hindi. (The bidder has to submit Purchase Order/reference letter as supporting documents for the same)	Please be guided by RFP
3	6. Broad Scope of Work	11	To supply, install, integrate and operationalise an interface software with existing core banking version of Finacle (Ver: 10.2.18) operations at Bank for implementing multilanguage functionalities at all the CBS branches. The interface offered by the bidder must also either be compatible/integrable with future version of Finacle or it should be made compatible without any additional cost during the contract period. The proposed centralized software solution should be delivered with unlimited users license with one year onsite warranty and 4 years ATS with 24*7 support at DC, DR & UAT sites.	Can one year warranty support be provided from offsite or from Bank's Pune RO and only in case of crucial conditions at onsite? Instead of 24*7 support is it possible to support during bank/branches working hours since the solution is to be deployed at the banks offices/branches and to be used by bank officials during the specific hours for the bank's customers explicitly.	Please be guided by RFP
4	6. Broad Scope of Work	11	6.1. Translation to Hindi of all Finacle 10.x.x CBS Screens, Printing of Passbook, Statement of Account, Deposit Receipt, Cheque pay order, Demand Draft and all reports from Finacle 10.x.x CBS Teller at Branches/offices.	The bank is requested to provide number of screens and reports and list of screens and reports at the time of contract signing in order to facilitate proper tracking, completion and signoff. Please confirm	Please be guided by RFP

#	Clause No	Page No	Clause	Query	Bank Response
5	Broad Scope of work 6.1	11	Translation to Hindi of all Finacle 10.x.x CBS Screens, Printing of Passbook, Statement of Account, Deposit Receipt, Cheque pay order, Demand Draft and all reports from Finacle 10.x.x CBS Teller at Branches/offices.	What are the approx. number of CBS screens in scope for language localization	Please be guided by RFP
6	6. Broad Scope of Work	13	6.15. User should be able to print all reports which are currently available in Finacle to Hindi. All Data Entry Screens which are being used by user of Finacle for branch working including Trade finance, loans, GBM etc.	The bank is requested to provide number of screens and reports. Request bank to provide list of screens and reports at the time of contract signing in order to facilitate proper tracking, completion and signoff. Please confirm	Please be guided by RFP
7	6. Broad Scope of Work	12	6.9. Bidder has to provide configuration settings of every models of printer being used at branches in step by step guide with screen shot or photos so as to branch staff would be able to configure easily.	The bank is requested to provide all types of printers during the testing phase. Please confirm	Please be guided by RFP
8	Broad Scope of work 6.9	12	Bidder has to provide configuration settings of every models of printer being used at branches in step by step guide with screen shot or photos so as to branch staff would be able to configure easily.	We understand that configuration of printers will be provided by the Bank's printer vendor. However any specific configuration with related to language solution will be provided by the bidder in consent with the specific printer OEM provided the bidder should be provided with all the printer models to test.	Configuration of the printers will be provided to the successful bidder
9	Broad scope of work 6.5	12	Proper noun Translation is to be done using Phonetic Transliteration. Acceptability and accuracy of this engine depends upon the grammatically correct English and Target Language spellings used by the customer, and may be limited to about 80-90%.	Please share the scope of languages for phonetic transliteration. We understand that this applies to 50 reports in 12 languages. Please clarify	Please be guided by RFP

#	Clause No	Page No	Clause	Query	Bank Response
10	6. Broad Scope of Work	13	6.14. Bidder should carry out successful Proof of Concept (POC) in Bank's environment for the proposed solution. The POC should be completed in 14 working days from last date of bid submission or within such extended period as may be specified by Bank. In absence of this, bidder will not be eligible for further evaluation process. If the solution is found to be not technically feasible/integrable with Finacle and does not meet the scope of work and techno-functional requirement of the RFP during the POC, bids will be rejected by the bank. All the costs to be incurred towards the POC need to be borne by the bidders only.	<p>What shall be the scope of PoC in terms of number of languages, screens & reports (with its formats)? For PoC whether the bank will provide exactly the same infrastructure as expected during the live implementation?</p> <p>The bank is requested to provide 14 days of uninterrupted access to Bank infrastructure, and the bank software & hardware should be accessible during all office hours. Provide test data.</p> <p>The bank is requested to count 14 days timeline from the date of PoC infrastructure readiness</p> <p>Please confirm</p>	Bidder has to do POC for 10 screen in Hindi and 1 report in each Language
11	Borad scope of work 6.14	13	Bidder should carry out successful Proof of Concept (POC) in Bank's environment for the proposed solution. The POC should be completed in 14 working days from last date of bid submission or within such extended period as may be specified by Bank. In absence of this, bidder will not be eligible for further evaluation process. If the solution is found to be not technically feasible/integrable with Finacle and does not meet the scope of work and techno-functional requirement of the RFP during the POC, bids will be rejected by the bank. All the costs to be incurred towards the POC need to be borne by the bidders only.	<p>What shall be the scope of PoC in terms of number of languages, screens & reports (with its formats)? For PoC whether the bank will provide exactly the same infrastructure as expected during the live implementation?</p> <p>The bank is requested to provide 14 days of uninterrupted access to Bank infrastructure, and the bank software & hardware should be accessible during all office hours. Provide test data.</p> <p>The bank is requested to count 14 days timeline from the date of PoC infrastructure readiness. Please confirm</p>	Please be guided by RFP
12	Borad scope of work 6.13	13	Every Screen should have the facility to enable or disable language option facility as per the user requirement and should have the option to change to Hindi/English language. It is imperative that while changing print language or screen language, CBS should not get logged out or session should not expire. Solution should provide 'search' facility on existing English data even when the search string is entered in Hindi.	Please clarify the requirement on search. Is the bank looking for a multilingual/cross lingual search functionality?	Only Hindi and English

#	Clause No	Page No	Clause	Query	Bank Response
13	Broad Scope of work 6.18	13	Bidder is expected to perform customization, implementation, preparation of test cases, support, reporting, coordination with bank's team/s, Audit compliance, VAPT (Vulnerability Assessment & Penetration Testing) closure, any other statutory compliance, patch installation, fixes, logged complain for software issues, supporting for conducting DR Drill, DC-DR Drill, perform backup and restoration activity, log files, troubleshooting, online translation with zero lag, product documentation. These activities are illustrative and the details will be shared with successful bidder.	The bidder will perform customization, implementation, preparation of test cases, support, reporting, coordination with bank's team/s pertaining to the scope of language localisation solution. However, we assume that the Audit Compliance, VAPT, statutory compliance will be conducted by the bank along with the infra partner. The bidder will only provide necessary support if needed. Please clarify	Please be guided by RFP
14	8. Support and Training	14	Bidder has to provide on site support of 1 month after go-live without any additional cost.	Here it's written 1 month onsite support post go-live. earlier in the RFP doc it is mentioned 1 year onsite warranty support Please confirm whether onsite support post go-live be of only 1 month?	Please be guided by RFP
15	9. Implementation Schedule	14	... The project completion should be within 15 Weeks from date of placing of order in modules as under:	The bank is requested to provide uninterrupted access to Bank infrastructure, and the bank software & hardware should be accessible during all office hours during the implementation phase. Please confirm The implementation of Hindi Language at UAT will also involve checking from bank's Rajbhasha team The similar checking will be conducted for other languages too. Considering this the existing timeline of 7 weeks for Hindi & 3 weeks for other 12 languages will not be sufficient. The bank is requested to revise UAT timeline as 10-12 weeks each for Hindi and other 12 languages	Please be guided by RFP

#	Clause No	Page No	Clause	Query	Bank Response
16		17	14.2.4. Bid Security will be forfeited in the following cases: 14.2.4.3. In case of shortlisted bidder does not participate in the reverse auction at least by way of logging in. 14.2.4.4. In case of a successful Bidder, if the Bidder fails: 14.2.4.4.1. To execute Contract within the stipulated time or	14.2.4. Bid Security will be forfeited in the following cases: 14.2.4.3. In case of shortlisted bidder does not participate in the reverse auction at least by way of logging in. 14.2.4.4. In case of a successful Bidder, if the Bidder fails: 14.2.4.4.1. To execute a mutually agreed Contract within the stipulated time or	Please be guided by RFP
17	14.3	18	PBG - 10 % of the TCO for the entire period of the contract i.e. 5 years	1. Performance guarantee (PBG) to be provided at 5% of annual contract value and shall be renewed yearly at 5% of relevant subsequent year's contract value. 2. Customer shall invoke the PBG only on occurrence of material breach and after providing 30 days cure period to the bidder to rectify the material breach for which the PBG is sought to be invoked.	Please be guided by RFP
18	14.4	18	Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Bank.	Bids should remain valid for the period of at least 60 days from the last date for submission of bid prescribed by the Bank.	Please be guided by RFP
19	16	30	The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.	The individual personnel would be responsible for filing their tax returns and payment of taxes as well.	Please be guided by RFP
20	23	32	Payment Terms	Request for modification of payment terms as below: 1) Software License - 100% payment shall be made on delivery. 2) Implementation - Payment shall be made basis below milestones: (a) System Configuration & SRS finalization of complete project - 20% (b) Delivery of Solution & Licenses - 20% (c) Implementation of all 13 languages at production site (DC) & DR Site - 30% (d) Implementation of all other 12 languages at UAT - 30% 2) ATC - Payment for ATC shall be made yearly in advance	Please be guided by RFP

#	Clause No	Page No	Clause	Query	Bank Response
21	24.3	33	In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out, for the execution of the balance of the order/contract	The liability of Bidder shall be limited to incremental costs not more than 10% of the value of delayed/defaulted deliverables.	Please be guided by RFP
22	24. Order Cancellation	33	24.1.3. Serious discrepancies noted in the inspection. 24.1.4. Breaches in the terms and conditions of the Order.	24.1.3. Serious discrepancies noted in the inspection. 24.1.4. Breaches in the material terms and conditions of the Order with cure period of 30 days to cure the breach.	Please be guided by RFP
23	24. Order Cancellation	33	24.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:	24.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred to the extent of 10% of differential re-procurement cost by the Bank on the following circumstances:	Please be guided by RFP
24	24. Order Cancellation	33	24.2.1. Non submission of acceptance of order within 7 days of order. 24.2.2. Excessive delay in execution of order placed by the Bank. 24.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.	24.2.1. Non submission of acceptance of order within 7 days of order. 24.2.2. Excessive delay in execution of order placed by the Bank. 24.2.3. The selected bidder commits a breach of the material terms and conditions of the bid with cure period of 30 days to be granted by the Bank to cure such breach.	Please be guided by RFP
25	24. Order Cancellation	33	24.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid. 24.2.5. The progress made by the selected bidder is found to be unsatisfactory.	24.2.3. The selected bidder commits a breach of the material terms and conditions of the bid with cure period of 30 days to be granted by the Bank to cure such breach. 24.2.5. The progress made by the selected bidder is found to be unsatisfactory as per agreed process and procedures.	Please be guided by RFP

#	Clause No	Page No	Clause	Query	Bank Response
26	24. Order Cancellation	33	24.3 In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out, for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.	(1) The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred to the extent of 10% of differential re-procurement cost by the Bank only (2) In the event of Order Cancellation or Termination, Bidder will invoice and Bank will pay in respect of any Services already performed until the termination date as per the payment terms of this Agreement along with agreed Termination Exit fees	Please be guided by RFP
27		35	26.4. The executions of the service(s) herein are and shall be strictly in accordance and in compliance with all Applicable Laws, as amended from time to time, the regulatory framework governing the same and the Good Industry Practice. It has all permissions, consents, approvals and license from all authorities, regulatory /statutory and non-regulatory, for executing the Service(s).	(1) Bidder shall be responsible for the laws that are applicable to it in its capacity as a system integrator of services to the extent that such requirements relate to the performance of Bidder's obligations under the contract. Such obligations shall be restricted to Bidder's scope of work. (2) Each Party hereto is solely responsible for complying with the applicable laws or regulations as applicable to it, when performing its activities under or in connection with the signed Agreement. (3) If any regulatory requirements change during the Term, the Parties will adjust the Services in accordance with the Change Control Procedure to the extent required due to changes in any regulatory requirements applicable to the Banks's business or the Network. Bidder is not providing any legal, tax, accounting or other professional advice as part of the Services (4) Bidder will thus comply to such applicable law as applicable to its scope of work	Please be guided by RFP
28	27. Annual Technical Support	35	The Bank reserves the right to terminate the ATS (if contracted) by giving Successful Bidder, a prior and written notice of one month indicating its intention to terminate the Contract, if the services rendered by the vendor(s) are not satisfactory . In that case, the vendor(s) will refund the proportionate amount of ATS for the rest of the period of the ATS, if any.	(1) Bank has recourse to termination for default with 30 days cure period to rectify the breach or Termination for convenience with 90 days notice. The term satisfactory is very subjective and need to be replaced with word "material breach"	Please be guided by RFP

#	Clause No	Page No	Clause	Query	Bank Response
29	27	36	The ATS charges per annum should be between 18 to 22% of the cost of solution with enterprise license. In case the rate of ATS is not within the range of 18 to 22%, Bank reserves the right to calculate the ATS at the rate of 22% of cost of solution after the final cost derived through Reverse Auction	Request for deletion of this clause as the ATS % may vary depending upon the quote shared the vendor / OEM.	Please be guided by RFP
30	28	36	Initially contract will be signed for five (5) years.	Contract period of 5 years is inclusive or exclusive of implementation phase?	Please be guided by RFP
31	29.1	36	LD for delay in completion of the Service(s) for each week of delay beyond the scheduled completion date or part thereof will be a sum equivalent to 1% of total cost of the project per week excluding ATS. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost during implementation, Bank may consider termination of the contract or purchase order.	Liquidated damages should be applicable only in the event of delay in delivery solely attributable to the Bidder and should be computed at the rate of 0.5% of the value of the affected service or product per week subject to the maximum of 5% of the value of affected service or product.	Please be guided by RFP
32	28. Contract Period	36	The successful bidder shall be required to enter into a contract with Bank within one month of the award of contract or within such extended period as may be specified by Bank. Initially contract will be signed for five (5) years. Thereafter contract may be extended for two (2) years on mutually agreed terms and conditions. The contract will be reviewed on yearly basis subject to satisfactory performance of the bidder. However, if in any case it is found that the services offered are not satisfactory, the Bank may consider termination of the contract and forfeiture of the performance Guarantee.	However, if in any case it is found that the services offered are not satisfactory, the Bank may consider termination of the contract and forfeiture of the performance Guarantee.	Please be guided by RFP

#	Clause No	Page No	Clause	Query	Bank Response
33	29. Liquidated Damages (LD)	36	29.1. LD for delay in completion of the Service(s) for each week of delay beyond the scheduled completion date or part thereof will be a sum equivalent to 1% of total cost of the project per week excluding ATS. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost during implementation, Bank may consider termination of the contract or purchase order. 29.2. The overall LD during implementation will be to a maximum of 10% of the total cost of the project. 29.3. Part of week will be considered as full week.	29.1. LD for delay in completion of the Service(s) for each week of delay beyond the scheduled completion date or part thereof will be a sum equivalent to 0.5% of total cost of the project per week excluding ATS. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost during implementation, Bank may consider termination of the contract or purchase order. 29.2. The overall LD during implementation will be to a maximum of 10% of the total cost of the project. 29.3. Part of week will not be considered as full week.	Please be guided by RFP
34	30.8	37	The penalty is capped at maximum 10% of TCO excluding ATS Cost. During warranty period, penalty will be calculated on annual ATS cost.	The overall SLA penalties shall be capped at 5% of the applicable fee for that month.	Please be guided by RFP
35	32. Indemnity	39	33.1. Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from:	33. Indemnity 33.1. Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from:	Please be guided by RFP
36	32. Indemnity	39	33.1.2. breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder	33.1.2. breach of any of the material terms of this RFP or breach of any representation or warranty by the Bidder	Please be guided by RFP

#	Clause No	Page No	Clause	Query	Bank Response
37	32. Indemnity	39	33.3. Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.	33.3. Bidder shall be responsible for any loss of data , loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk. "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith. "Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.	Please be guided by RFP
38	32. Indemnity	40	Further, since the Bank's data could be integrated / used under Bidder provided software, the Bidder should be responsible for loss/compromise or damage to Bank's data and for causing reputation risk to bank.	Loss of data & reputational damages are very wide and cannot come under ambit of Indemnity	Please be guided by RFP
39	32. Indemnity	40	33.5.3. Breach of any terms of RFP, Representation or Warranty. 33.5.4. Act or omission in performance of service. 33.5.5. Loss of data due to any of the reasons mentioned above. 33.5.6. Non-compliance of the bidder with Laws/Governmental /regulatory Requirements	33.5.3. Breach of any terms of RFP , Representation or Warranty. 33.5.4. Act or omission in performance of service. 33.5.5. Loss of data due to any of the reasons mentioned above. 33.5.6. Non-compliance of the bidder with Laws/Governmental /regulatory Requirements applicable to them	Please be guided by RFP

#	Clause No	Page No	Clause	Query	Bank Response
40	32. Indemnity	40	33.9. The Bidder must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, the Bank has the right to cancel the order and the Bidder will have to refund the total amount received from the Bank along with the interest and separate penalties.	33.9. The Bidder must undertake to warrant indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, the Bank has the right to cancel the order and the Bidder will have to refund the total amount received from the Bank along with the interest and separate penalties.	Please be guided by RFP
41	35. Escrow Arrangement	41	35.1 Bidder has to agree to keep source code of proposed solution with approved / recognized escrow agency under escrow arrangements mutually acceptable to the bank and Bidder for entire project period. Cost of the escrow arrangement to be borne by Bank. Contract will be signed on mutually acceptable terms with bank and escrow agent.	Licensing shall be as per OEM Licensing terms and hence OEM may not agree to give source code	Please be guided by RFP
42	37. Responsibility for Completeness	42	Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the installation, Configuration, testing, commissioning, performance or completeness of the order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions.	Services/Functions/Scope which are required to deliver the functionalities asked in the RFP Is included. Any other functionalties which are inherent in the product but bank want to get implemented will have to be managed through a mutually agreed change request process.	Please be guided by RFP
43	38. Force Majeure	42	Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as: 38.1 Natural phenomena, including droughts, earthquakes, epidemics, but not limited to floods,	38. Force Majeure Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as: 38.1 Natural phenomena, including droughts, earthquakes, epidemics, but not limited to floods, To avoid doubt, the ongoing impact of Novel Coronavirus Disease ("COVID-19"), including but not limited to any governmental measures, is deemed to be a Force Majeure Event under clause	Please be guided by RFP

#	Clause No	Page No	Clause	Query	Bank Response
44	39. Exit Clause	42	The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions: 39.1 Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase contract. 39.2 Delay in delivery beyond the specified period. 39.3 Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods; 39.4 Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.	In the event of Order Cancellation or Termination, Bidder will invoice and Bank will pay in respect of any Services already performed until the termination date as per the payment terms of this Agreement along with agreed Termination Exit fees	Please be guided by RFP
45	40. Termination of Contract	43	40. Termination of Contract If the Termination is on account of failure of the successful bidder to perform the obligations under this RFP contract, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected bidder. The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following: 40.1 The selected bidder commits a breach of any of the terms and conditions of the bid.	(1) If the Termination is on account of failure of the successful bidder to perform the obligations under this RFP contract after giving 30 days notice to cure a breach , the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected bidder. The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following: 40.1 The selected bidder commits any material breach of any of the terms and conditions of the bid. (2) In the event of Termination, Bidder will invoice and Bank will pay in respect of any Services already performed until the termination date as per the payment terms of this Agreement along with agreed Termination Exit fees (3) In the event that the Bank fails to pay any undisputed amount in respect of the services within 30 days from the date of invoice may terminate the contract or suspend services.	Please be guided by RFP

#	Clause No	Page No	Clause	Query	Bank Response
46	40. Termination of Contract	43	40.4 The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract	40.4 The progress regarding the execution of the order accepted by the selected bidder is found to be MATERIALLY unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice with option for curing such breach within days for the same. In this event, the selected bidder is bound to make good the additional expenditure to the extent of 10% of the differential cost of re-procurement by the Bank , which Bank may have to incur in executing the balance contract	Please be guided by RFP
47	40. Termination of Contract	43	40.5 Non-satisfactory performance of the selected bidder during implementation and operation	40.5 Materially Non-satisfactory performance of the selected bidder during implementation and operation	Please be guided by RFP
48	40. Termination of Contract	43	40.9 Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services.	40.9 Bank shall serve the notice of termination to the bidder at least 30 days prior with option to cure such breach within 30 days for the same, before terminating the services.	Please be guided by RFP
49	40. Termination of Contract	43	40.11 The bank suffers a reputation loss on account of any activity of successful bidder penalty is levied by regulatory authority	These are indirect losses and need to be deleted	Please be guided by RFP
50	41	44	Audit of records	Cost shall be borne by bank for any such audits required.	Please be guided by RFP
51	41. Audit	44	The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/RBI inspecting auditors and extend full cooperation in carrying out of such inspection	The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection	Please be guided by RFP
52	49. Annexure A – Letter of Acceptance	47	We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as mentioned is enclosed.	We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP along with the assumptions set forth by the Bidder and all required information as mentioned is enclosed.	Please be guided by RFP

#	Clause No	Page No	Clause	Query	Bank Response
53	Annexure D 11	52	The Solution proposed should be independent of Device Driver and should also be Browser independent.	What all devices will be covered under this scope when we talk about solution being independent of Device Drivers	Will be shared with successful Bidder
54	Annexure D 14	53	The proposed centralized solution should be able to carry out conversion of on-line print as well as text, html, PDF file report and XML formats. Printing should be supported on DMP, Laser and Ink-jet printers.	We understand that the printin for DMP and Inkjet printers will be done in graphics mode. Please clarify	Please be guided by RFP
55	Annexure D 20	53	Bidder shall address all the errors/bugs/gaps in the functionality in the solution implemented and will also ensure compliance to IS Audit observations at no additional cost during the Warranty and Maintenance phase. The solution should not contain any malicious codes.	We understand that the IS Audit will be carried out by the bank and the bidder has to support and address errors/bugs/gaps to make it comply to the audit requirements. Please clarify.	Please be guided by RFP
56	54. Annexure F – Un-priced Commercial Bid	57	Enterprise License would mean - Unlimited Client License for Bank Branches in India & International territories, RRBs, Subsidiaries and associates both domestic & international.	(1) Licensing shall be as per OEM Licensing terms, conditions & EULA	Please be guided by RFP
57	55. Annexure G – Indicative Commercial Bid	59	Enterprise License would mean - Unlimited Client License for Bank Branches in India & International territories, RRBs, Subsidiaries and associates both domestic & international.	(1) Licensing shall be as per OEM Licensing terms, conditions & EULA	Please be guided by RFP
58	56. Annexure H – Declaration for Compliance	60	We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).	We hereby undertake and agree to abide by all the mutually agreed terms and conditions stipulated by the Bank in this RFP along with the assumptions as set forth by us including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).	Please be guided by RFP
59	60. Annexure L - Business Rules for Reverse Auction	71	5.2.11 Insurance to cover the equipment for and from transit period till installation.	(1) 5.2.11 Insurance to cover the equipment for and from transit period till receipt of goods till Banks site installation .	Please be guided by RFP

#	Clause No	Page No	Clause	Query	Bank Response
60	61. Annexure L (A) - Compliance Statement – Reverse Auction	77	3 We hereby undertake and agree to abide by all the terms and conditions stipulated by Union Bank of India in the RFP document including all annexure and the Business Rules for Reverse Auction	3 We hereby undertake and agree to abide by all the terms and conditions stipulated by Union Bank of India in the RFP document including all annexure and the Business Rules for Reverse Auction only	Please be guided by RFP
61	68. Annexure S – Know Your Employee (KYE) Clause	88	indemnified the	replace the word "indemnified" with the word "warranted"	Please be guided by RFP
62	11. Amalgamation	15&16	<p>Bank is in process of being amalgamated with Corporation Bank and Andhra Bank. Bank is in the process of finalizing strategy for merging of various products and projects and Successful bidder has to work with the IT Consultant identified by Bank in the amalgamation process for integration of solution. Accordingly, post-merger, existing branches of those Banks shall be added into our Bank's network. The migration of these branches in Bank's network shall be carried out in planned and phased manner. Post-merger, bidder shall also be responsible for integrating Finacle screen for multilanguage implementation of the amalgamated entity as per discretion of Bank.</p> <p>It is expected that Bank shall add approximately another 30000+ users with concurrency of 20000 to 22000 users after completion of merger. In order to serve all these new locations, bidder has to make sure that solution deployment should be scalable to accommodate Bank's future requirement. Time line of merging of core banking solutions of all 3 banks are not known at present. The solution should be made available, on completion of merging, to all 60000+ users with estimated concurrency of 40000 to 44000 users without any additional cost to the bank.</p>	It is assumed that the amalgmated Banks will be on the same Finacle platform as Union Bank of India is currently on Please Confirm	Yes, amalgmated Banks will be on the same Finacle platform as Union Bank of India

#	Clause No	Page No	Clause	Query	Bank Response
63	24.1 24.2 39 40 12	33 33 42 43 66	<p>The Bank reserves its right to cancel the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions</p> <p>The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances</p> <p>The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions</p> <p>The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:</p> <p>Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party.</p>	<p>Contract / Purchase Order shall be terminated / cancelled / exited only for the material breaches / defaults after giving 30 days cure period from the date of notice to the bidder.</p> <p>Material breach shall also include the default in payment by bank.</p>	Please be guided by RFP
64	Limitation of Liability			Bidder's aggregate liability under the contract shall be limited to a maximum of the annual contract value. Bidder shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.	Please be guided by RFP
65	Indirect Consequential damages			Under no circumstances shall either party be liable to the other for any direct, indirect, incidental, consequential, loss of data, any loss of business, goodwill or profits even if such party has been advised of the possibility of such damages	Please be guided by RFP

#	Clause No	Page No	Clause	Query	Bank Response
66	Bank General Responsibilities			(1) Bank to set out standard bank dependencies (2) Bidder suggest adding appropriate relief event/savings clause to enable Bidder ability to obtain schedule adjustments or financial relief in case of delay / inaction attributable to Bank	Please be guided by RFP
67	Site Not Ready			Wherever installation could not be carried out by Bidder due to the Bank's dependencies like Site not ready etc. even after 30 days beyond the date of delivery then the payment would be released, upon Bidder. submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case Bidder. has to give an undertaking to complete installation within a week of being informed that the site is ready	Please be guided by RFP