

Sl. No.	Page No. of RFP	Clause/ Section No.	RFP Text/ Clause	Bidders Query	Response to Query
1	86	ANNEXURE A- Performance Statement Format	Attach copy of Purchase Orders, installation and Go Live certificate of the above mentioned items.	Can we showcase credentials of On going projects, in which case only the copy of Purchase Order will be submitted as part of documentary evidence as per Annexure A	The Vendor can give maximum possible evidences.
2	33	Instructions for Bidders Point 5.3.8 Bid Security	<p>•The Bid Security may be forfeited under the following circumstances:</p> <p>a)if a bidder withdraws its Bid during the period of Bid validity specified by the bidder on the Bid Form; or</p> <p>b)if a bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or</p> <p>c)In case of the successful Bidder, if the Bidder fails:</p> <p><input type="checkbox"/> To sign the Empanelment contract in the form and manner to the satisfaction of THE BANK.</p> <p>OR</p> <p><input type="checkbox"/> to perform, in accordance with the terms and conditions of the RFP or Contract</p> <p>OR</p> <p><input type="checkbox"/> fails or refuses to furnish the Empanelment Security , in accordance with the <b>Terms &amp; Conditions of the RFP or Contract</b></p>	Bidder understands that 5.3.8 forfeiture of the bid security shall be applicable only if Bidder fails to sign the mutually negotiated contract or fails to furnish Performance Security after 15 days of signing the mutually agreed contract. Please confirm.	All conditions as per RFP remains unchanged
3	10	3. PART 1 - Invitation to Bid (ITB)	Bid Security for INR 2, 00,000/- (INR Two Lac only) as specified in the Bid document	Please clarify, MSME registered vendor will be exempted from submitting the Bid security	All government directives in this regard will be adhered to.
4	10	3. PART 1 - Invitation to Bid (ITB)	Tender Fee - A non-refundable bid amount of Rs.20, 000/- to be paid by means of a demand draft / pay order/pay slip favoring "Bank of India" payable at Mumbai	Please clarify, MSME registered vendor will be exempted from submitting the Tender fees	All government directives in this regard will be adhered to.
5	16	5.1.2 Scope of Work	XII. Bidder has to work at their own location and use their own resources for software development / customization / configuration unless specifically asked by the bank.	Does this clause refer that it will completely offshore activity for all the future project assigned and only 1 resource will be placed onsite for 1 shift	The Clause is sufficiently explained in the RFP.
6	16	5.1.2 Scope of Work	XIV.If any of the empanelled bidders do not participate in minimum two closed tender's project during the contract period for any reason, even after getting an invitation to bid by the bank, then there would be financial implication as below: •For each non-participated bid, a penalty of Rs. 5000/- (Up to 3 consecutive). •For non-participation in more than 3 bid, the Empanelled Security Deposit submitted by the bidder could be forfeited by the bank.	Our understanding is this clause is aplicable when empanelled Vendors are invited for the closed tenders. We request Bank to remove Security deposit & penalty clause.	No change in RFP Terms.
7	16	Scope of Work 5.1.2 XIV	Bidder has to transfer the ownership of all software developed/customized / configured/procured. All licenses & support related documents should be in the name of Bank.	We request bank to clarify if software product is standard product offer by Bidder and bidder has obtain IPR & Trademark for such software in such scenario Bidder can extend the perpetual license to the Bank. IPR/Trademark/Ownership right can't be passed.	The bidder may offer his own standard product however same to be customizable to Bank's Requirement
8	18	Scope of Work 5.1.2 - XXII	Bank may at any time, by a written order given to the successful bidder, make changes within the general scope of the project in any one or more of the following: a) Designs, specifications, requirements which software or service to be provided under the project are to be specifically developed and rendered for Bank. b) Schedule for deployment Acceptance. c) The place of delivery and / or the services to be provided by the bidder.	Once order is given and incase of any changes in Designs, specifications, requirements which software or service to be provided under shall be route through Change Request Policy.	The future changes shall be applicable in line to the scope mentioned in the request for proposal.
9	25	II. Additional Eligibility Criteria for Category A - (a)	The bidder should have an annual turnover of at least Rs. 5 Crores (Rupees Five Crores) in each of last three preceding three (3) financial years from i.e. FY 2016-17, FY 2017-18 and FY 2018-19. The turnover must be the individual company turnover and not that of any group of companies.	The bidder should have an annual turnover of at least Rs. 2 Crores. We request bank to consider the last 3 financial years 2017-18 ,FY 2018-19 , FY 2019-20	Refer Corrigendum 1 on Website.

10	26	II. Additional Eligibility Criteria for Category A - (b)	The bidder should have an annual turnover of Rs. 2 crore from software development/ software solution/ customization engagement in each of the previous three financial years.	The bidder should have an annual turnover of Rs. 1.5 crore from software development/ software solution/ customization engagement in each of the previous three financial years.	No change in the terms as per RFP
11	27	II. Additional Eligibility Criteria for Category A - (f)	Bidder must be certified a minimum SEI CMM Level 3 or above /ISO 20000:2013.	Please confirm, ISO 20000:2013 certificate suffice this requirement.	No change in the terms as per RFP
12	21	5.1.3.4 Application Support and Maintenance a)Helpdesk Support (Incident/ Problem Management)	iii.The vendor shall have to maintain a web based online call log register with all the necessary details / references and submit the report from same to the Bank as and when required.	Kindly confirm, can we use online Ticketing based log register?	No change in the terms as per RFP
13	25	5.3.8 Bid Security	*Bank will follow the guidelines issued by Govt. of India for MSME units registered with NSIC under single point registration scheme. In case of bidders registered with NSIC, they are eligible for waiver of EMD. However, they need to provide valid NSIC Certificate clearly mentioning that they are registered with NSIC under single point registration scheme. No interest will be payable on the Bid Security amount.	Kindly confirm, do we need to register in NSIC to obtain an exemption in submitting Bid security exemption or is it acceptable for the bank if the bidder is registered under MSME	The Clause is sufficiently explained in the RFP.
14	103	8.16 Pre-Contract Integrity Pact	NA	Do we need to submit the Pre contract Integrity pact along with the Technical response. OR is it to be submitted after the contract is been awarded. If we need to submit it along with Response, then is it required on normal paper or is it required on non judicial stamp paper	Integrity pact is to be submitted with the Bid on Judicial Stamp Paper.
15	46	Instructions for Bidders Point 5.6.4 Notification of Empanelment	a)Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by fax, that the bidder has been empanelled as vendor by the Bank for discrete procurement of standard items. Upon receiving the notification of empanelment, the selected vendors will have to provide acceptance (as per Format 8.23) within seven (7) days from date of receipt of the notification. And submit their Empanelment Security as per Format 8.4. b)The notification of award will constitute the basis for the formation of the Contract. c)Upon the successful Bidder's furnishing of Performance Security, the Bank will promptly notify each unsuccessful Bidder and will discharge its Bid Security.	Bidder complies with the understanding that the all the deviations and the final proposal submitted by the Bidder shall form part of the contract. Please confirm.	The Clause is sufficiently explained in the RFP and vendor to comply with no deviations.
16	47	Instructions for Bidders Point 5.6.5 Signing of Contract	a)At the same time as the Purchaser notifies the Empanelled Bidder(s) that its bid has been accepted for empanelment, the Purchaser will send the Bidder(s) the Empanelment Contract Form (Format-8.5, already provided in the RFP), incorporating all agreements between the parties. b)Successful vendor need to execute the Contract as per Bank's Contract Form (Format- 8.5) and stamp duty to be paid by the vendor c)Within seven (7) days of the notification of empanelment and acceptance thereof, successful bidder has to submit Contract Form to the Bank duly dated and signed by the authorized signatory. d)In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder e)Failure of the Empanelled Bidder(s) to comply with the requirement Clause 5.6.5 (a), (b) and (c) shall constitute sufficient grounds for the forfeiture of the bid security, in which event the Purchaser at its discretion may empanel the next ranked bidder.	Bidder complies with the understanding that all the deviations and the final proposal submitted by the Bidder shall form part of the contract and the commencement of services shall begin only after the contract is signed by the parties. Please confirm.	The Clause is sufficiently explained in the RFP and vendor to comply with no deviations.
17	46	5.6.3 Award Criteria	b) Contract/PO will be awarded to the successful Bidder for the products/items to be procured by the Bank, which may not include all the products/items which is being quoted by the Bidder. Bank may issue multiple PO.	We would like to request to cap the Scope of requirement so we can submit a competitive price quote	No change in the terms as per RFP

18	49	5.6.9 Delivery Timeline and Penalty	The delivery timelines will be defined at the time the commercials are invited from the empanelled bidders. Bidder will have to pay late delivery charges to the Bank @0.5 % of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 10% of the total purchase order	We would request bank to reduce the maximum applied penalty percentage to 5%	No change in the terms as per RFP
19	54	6.11 Customization Process	II. Bidder's existing software product / solution offered a) TO USE. i. to use and modify source code, data dictionary etc. to meet Bank's time to time customization requirements	The clause refer to source code of the application the bidder will customise / develop/implement. Kindly confirm our understanding	The Bank may or may not use Bidder's existing product. If Bank decides to use Bidder's existing product, the same has to be adopted to Bank's requirement specification before it is accepted by the Bank.
20	58	6.13 Payment	a. Software development and Implementation Charges a) 20% - UAT Sign off by both Bank's identified Project Manager & bidder representative. b) 20% - Handing over to the Bank the Source Code of developed Application (Soft Copy as well as Hard Copy) and / or any license and / or any other deliverable required to run the developed application. Delivery sign off from the Bank's identified Project Manager. c) 20% - On Commencement of Production Use or 30 days after UAT sign off and IT System Audit Certification by the bidder and also on Sign off by both Bank's identified Project Manager & bidder representative (in case the application is brought in Production use) d) 30% - Go Live Closure Sign Off in the form of FAT (Final Acceptance Test). FAT should be signed by both Bank's identified Project Manager & bidder representative. e) 10% - On completion of 1st successful DR drill or after three months if application deployment is not subject to DR drill	would request bank to accept revised payment terms as industry norms 25% on DRG Document sign off 25% on UAT Sign Off 25% on Commencement of Production use 25% Go live	No change in the terms as per RFP
21	59	6.13 Payment	d. Onsite Support (if applicable) Payable quarterly at the end of each quarter against receipt of satisfactory support report of previous quarter from the user department of the application. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be released by the bank as per above payment terms on submission of relevant documents. <input type="checkbox"/> The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.	We would like to request bank to revise the payment terms for onsite resources from quarterly to monthly	No change in the terms as per RFP
22	108	8.16 Pre-Contract Integrity Pact	8. Independent Monitors	Kindly help us in understanding the "independent Monitor here refers to external auditors to be appointed or Bidder needs to appoint a resources who will act as internal auditors for the projects the cost of appointing an external auditor will be borne by Bank/ Bidder. kindly clarify	The term IEM and its role is sufficiently explained in the RFP.

23	63	7 PART 5 - Functional Specifications (FS)	1. The Bidder should mention in seriatim, whether all the features as mentioned are compiled/available/ supported by marking their responses as 'Y'(Yes) or 'N'(No) for Technical and Functional Specification and Onsite Support as per Format 8.19. 2. Scope of work also includes components, materials, accessories, software's required to render the system being offered in all respects even though every individual item may not have been specifically mentioned in the RFP.	Kindly clarify, we only need to respond to format 8.19 as part of this section Part 5 requirement or along with we should also include the line wise requirement mentioned in the following sections 5.1.2 Scope of Work 5.1.3 Detailed Scope of Work 5.1.3.1 Application software development and integration Kindly provide clarity	The Bidder shall follow all the clauses of the RFP and submit the Supportive document whenever necessary.
24	61	6.19 SLA, Uptime & Liquidated Damages - 6.19.2	Notwithstanding the Bank's right to cancel the order, liquidated damages at 0.5% (Half percent) of the contract price per week or part thereof will be charged for every week's delay in the specified delivery schedule. The Liquidated Damages including Service Level Penalties subject to a maximum of 20% of the total project cost. Over and above, FM resources penalties would be on actual basis, if opted by the bank. The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder.	We request bank to consider The Liquidated Damages including Service Level Penalties up to maximum 10% of the total project cost	Refer Corrigendum 1 on Website.
25	16	5.1.2 Scope of Work	X.Bank will provide the scope of work of projects and details of available OS/DB/third party tools.	Could you please share the list of tools used by bank such as simulators, testing tools, development tools (such as Java), project management tools (JIRA, etc.) to have better understanding on banks infrastructure/technology landscape	Bank will share details after successful empanellement only.
26	16	5.1.2 Scope of Work	X.Bank will provide the scope of work of projects and details of available OS/DB/third party tools.	For projects that require be-spoke services, solution built from vendor would be in standalone setup. Could Bank confirm if the Vendor can get access to tools (such as simulators, performance testing tools etc.) from bank to test the code build. Please note access required would be from Vendor location.	Bank will share the applicable information after signing the NDA with successful Bidders.
27	73	8.3 Price Schedule	The solution is to be provided for a period of 5 years, warranty and 4 years of ATS	Please provide more clarity on the context of the following text " The solution is to be provided for a period of 5 years, warranty and 4 years of ATS " ?	Refer Corrigendum 1 on Website.
28	101	8.15.2 Format of Conformity to Eligibility Criteria for Category-B	Must have development Centre and technical support office at Mumbai Supporting document.	We have a development center at Pune and not Mumbai, please let us know if this allows us to bid for category B while bidding for Category A.	As per eligibility criteria for Category B, Bidder must have technical support office at Mumbai.
29	47-48	Format 8.4 and Section 5.6.4	Section 5.6.4 - Upon receiving the notification of empanelment, the selected vendors will have to provide acceptance (as per format) 8.23) within seven (7) days from date of receipt of the notification. And submit their Empanelment Security as per Format 8.4.	It is mentioned to the selected vendors, however Format 8.4 "Empanelment Security Form" is part of checklist, please confirm whether Format 8.4 needs to be submitted along with eligibility cum Technical Bid Envelope in the initial bid submission, Or after the selected vendor is selected ?	Yes, format 8.4 is to be submitted.
30	114	Format 8.19	Technical skill set (Compliance (If yes in Skill set, provide documents supporting qualification/certifications)	is it ok to provide confirming of all skills in company letter? If not, what exact documents are, we referring? If we must submit the documents, is it ok to submit one person per skill certificates	The Vendor can give maximum possible evidences.
31	91	Format 8.12	FORMAT FOR BANK GUARANTEE AGAINST ANNUAL MAINTENANCE	What is this document, is it to be Included in Technical cum Eligibility Bid Envelope?	This is applicable at the time of finalization of solution or software via way of RFP floated with Empaneled Vendors.
32	151	Format 8.24	Software/Solution Integrity Certificate as per Format	As per checklist it is mentioned 8.28 but in the document, it is 8.24, please confirm	As per Format 8.24.
33	NA	General	General - Legal	The standard clauses on indemnity and limitation of liability are missing	No change in the terms as per RFP
34	8	2.7 & 3.1	2.7. The empaneled Vendors for Category "A" will be also eligible to carry out development work for category "B", subject to company should have the development & maintenance center at Mumbai  3.1 The earnest money deposit (EMD) for the bid is of Rs. 2, 00,000/- (Rs. Two Lakhs Only)	a) We assume that bidders can bid for both the Categories. Please confirm. b) Please confirm that in case bidder wish to empanel for both categories, single Rs. 2,00,000/- EMD needs to be submitted. c) Also, single Bid document needs to be submitted with some additional documents as per "Category B" requirement. Kindly confirm.	Bidder to submit only one EMD amount of ₹2,00,000.

35	16	5.1.2	Bidder has to provide all necessary functional and technical documentation (Technical specifications, Integration specifications, Application architecture/design, Integration architecture / design, Test Cases documentation for CIT / SIT / UAT, Deployment guide on infrastructure servers, and Release notes) to the bank with every source code delivery for any change.	We assume that Bank will provide all required licenses and provide access to the required environments as well to perform the development and testing activities including software license, Dev, Testing and Prod environments. OR Is it expected by vendor to set up development and testing environments at its offshore facilities. If yes, please suggest if Bank will bear the cost of environment setp	The project management pertaining to software product delivered & all related deliverables is the responsibility of Bidder only as per scope of the assignment/work.
36	16	5.1.2	The bidder shall undertake to provide appropriate human as well as other resources required as per Bank's requirement, to execute the various tasks assigned as part of the project, from time to time.	Is the Bidder scope is to provide resources as needed alone and the work assignment, project management and deliverables will be the responsibility of Bank?  Or Will the Bidder be responsible for End to End Project deliverables at fixed price?	The project management pertaining to software product delivered & all related deliverables is the responsibility of Bidder only as per scope of the assignment/work.
37	16	5.1.2	Bidder has to work at their own location and use their own resources for software development / customization / configuration unless specifically asked by the bank	Is there any onsite expectation or the complete project is expected to be delivered from offshore?	Onsite requirement if any will be on case to case basis.
38	31	5.3.5	Price Bids will be invited by Bank from empanelled vendors only during the period of empanelment based on Bank's requirements. The date for opening of price bids would be communicated separately to the empanelled Vendors.	We assume there is no commercials expected in this RFP response. Pricing will be called only from empanelled vendors based on requirement and the reverse bidding will happen post that?	Yes
39	31	5.3.4	RFP response document should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set) clearly mentioning ORIGINAL/DUPLICATE in each envelope set.	Due to Cvoid pandemic, many of our offices and resources working on the RFP are in the contaminated zones. This is leading to limited resources going to less access to office. Hence, requesting BOI to allow submission of documents via email or any portal. Kindly consider the same	No change in the terms as per RFP
40	38	5.5.4.2.	Annual revenue (From Software Development/ Software Solution/ Customization business activities) for the year 2018-19 as per audited Financials	Kindly define the max score	As stated under clause 5.5.4.2 Eligibility cum Technical Bid: Maximum 100 marks for Category A and Maximum 100 marks for category B.
41	50	6.3	6.3 Patent Rights/Intellectual Property Rights 6.3.1 The Empanelled Vendors shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, Software package or any part thereof in India and abroad. 6.3.2 In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the Empanelled Vendor shall act expeditiously to extinguish such claims. If the Empanelled Vendor fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the Empanelled Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the Empanelled Vendor of such claims, if it is made, without delay.	We request the Bank of India to idemnify us if any product or IP provided by BOI infringes third party IPR or any modification in the deliverable made by BOI results in thrid party claims.	No change in the terms as per RFP
42	53	6.9	(b) Furnishing manuals for each appropriate unit of the supplied Products, as mentioned under Clauses 4.7.4, 4.7.5 and 4.48 of TCC; (c) Maintenance and software updates of the supplied Products, technical support thereof for a period as specified in the Clause 7.13, after expiry of the warranty, provided, that this service shall not relieve the Supplier of any Warranty obligations under this Contract.	Clauses 4.7.4, 4.7.5 and 4.48 are not mentioned in TCC. Please confirm and provide. Also clause 7.13 is not mentioned. please confirm and provide	Refer Corrigendum 1 on Website.

43	57	6.13	<p>a) 20% - UAT Sign off by both Bank's identified Project Manager &amp; bidder representative. b) 20% - Handing over to the Bank the Source Code of developed Application (Soft Copy as well as Hard Copy) and / or any license and / or any other deliverable required to run the developed application. Delivery sign off from the Bank's identified Project Manager. c) 20% - On Commencement of Production Use or 30 days after UAT sign off and IT System Audit Certification by the bidder and also on Sign off by both Bank's identified Request for Proposal (RFP) For Empanelment of Vendor for Customization/Development/ Maintenance/ Testing /Support</p> <p>Project Manager &amp; bidder representative (in case the application is brought in Production use) d) 30% - Go Live Closure Sign Off in the form of FAT (Final Acceptance Test). FAT should be signed by both Bank's identified Project Manager &amp; bidder representative. e) 10% - On completion of 1st successful DR drill or after three months if application deployment is not subject to DR drill.</p>	Can this be mutually discussed and agreed?	No change in the terms as per RFP
44	61	6.19.1	<p>The selected vendor shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non- Disclosure Agreement (NDA). The selected vendor shall execute the SLA and NDA within two months from the date of acceptance of letter of appointment or as intimated by the Bank. Service Level Document is provided in Format 8.31 (a).</p> <p>6.19.2 Notwithstanding the Bank's right to cancel the order, liquidated damages at 0.5% (Half percent) of the contract price per week or part thereof will be charged for every week's delay in the specified delivery schedule. The Liquidated Damages including Service Level Penalties subject to a maximum of 20% of the total project cost. Over and above, FM resources penalties would be on actual basis, if opted by the bank. The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder.</p> <p>6.19.3 However, notwithstanding the schedule, Bank reserves the right to cancel the order at any given point of time, if bidder fails to meet any of the milestones. In the event of cancellation of order, Bank will claim entire amount paid to bidder with interest (@18% pa simple) along with additional 10% as penalty charge.</p>	<p>Need clarity on additional 10% penalty charge with refund of entire amount @18% interest.</p> <p>Also, request you to amend clause as follows: The Liquidated Damages including Service Level Penalties subject to a maximum of 20% of the total project cost.</p>	No change in the terms as per RFP
45	61	6.20	<p>The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <p>a) if the Supplier fails to deliver any or all of the Products and Services, within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;</p> <p>OR</p> <p>b) if the Supplier fails, to perform any other obligation(s) under the Contract.</p> <p>6.19.2 In the event the Bank terminates the Contract in whole or in part, it may procure, up on such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>	No cure period is provided to rectify the breach & no termination right is given to the bidder. We request you to provide cure period to rectify the breach & to proceed with termination right if the same is not rectified or rectifiable. Further we request bidder to be provided with termination right.	No change in the terms as per RFP
46	70	8.3	INDICATIVE PRICE SCHEDULE (To be submitted post empanelment based on requirement)	We assume that this pricing will be based on requirements and fixed pricing against estimated efforts. OR will empanelled vendor has to give resource rate card on T&M basis	The price will be as per individual closed RFP circulated.
47	122	8.22	This is to certify that proposed is having the local content of % as defined in the above mentioned RFP	In this case it shall be proposed "manpower". Please confirm	Proposed "product", "manpower", "solution" etc.

48	48	5.6.5 Signing of Contract	d) In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder e) Failure of the Empanelled Bidder(s) to comply with the requirement Clause 5.6.5 (a), (b) and (c) shall constitute sufficient grounds for the forfeiture of the bid security, in which event the Purchaser at its discretion may empanel the next ranked bidder	d) In the absence of a formal contract, the Bid document along with the Bidder's assumptions as set forth in it, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder e) Failure of the Empanelled Bidder(s) to comply with the requirement Clause 5.6.5 (a), (b) and (c) shall constitute sufficient grounds for the forfeiture of the bid security, in which event the Purchaser at its discretion may empanel the next ranked bidder	No change in the terms as per RFP
49	-	-	General	As resources will be provided, we suggest non solicitation clause to be incorporated to protect solicitation of our employees.	No change in the terms as per RFP
50	17	5.1.2 (V)	Bidder has to sign an agreement with the Bank to execute the contract and NDA as per format of the Bank.	Terms of the Contract shall be mutual agreed between the parties and NDA has to be mutual as Vendor will also disclose its confidential information to the Bank	No change in the terms as per RFP
51	34	Instructions for Bidders Point 5.3.9 Bid validity	Bids shall remain valid for 180 (One Hundred eighty) days after the date of bid opening prescribed by the Bank. The Bank holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A Bidder acceding to the request will neither be required nor be permitted to modify its bid. A Bidder may refuse the request without forfeiting its Bid Security	Bidder seeks to clarify that the prices quoted shall be valid for a period of thirty days from the date of submission of proposal. Please confirm.	No change in the terms as per RFP
52	50	Point 6.4 Performance Security/ Performance Guarantee	The Selected bidder shall furnish an unconditional and irrevocable Bank Guarantee for 10% of individual order issued, in favour of the Bank, from a scheduled Commercial Bank, other than Bank of India, towards performance of the contract in accordance with the specification and conditions of the bid document and agreed upon execution of final contract of empanelment. The Contract Performance guarantee shall be kept valid up to the tenure equal to residual period of contract plus a claim period of 6 (six) months. The above guarantee shall be submitted by the bidder within 30 days from the Purchase Order date or at the earliest after award of contract within a month time. The empanelled bidders shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non- completion of the project. Bank reserves the right to invoke the BG for any non-compliance of the terms & conditions of this RFP or the SLA to be executed between the selected bidder and the Bank at any point of time without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force. In case the contract period is extended by the Bank, the selected bidder shall be responsible to extend the validity period and claim period of the Performance Bank Guarantee. •The proceeds of the Performance Security shall be payable to the Bank as compensation for any loss resulting from the Service Integrator's failure to complete its obligations under the Contract. •The Performance Security shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Public Sector Bank in India (Other than Bank of India), acceptable to the Bank in the format 8.6 provided in the Bid. Bank has full right to add further details in the above	Bidder seeks to clarify that Performance Security shall be submitted within 30 days of acceptance of the Notice of Award by the Bidder and not upon award of the Notice of Award.  Bidder requests that PBG be forfeited only in case of material breach of the contract by the Bidder.  Please confirm.	No change in the terms as per RFP
53	50	6. Part 4: Terms & Conditions of Contract (TCC)	6.1.3 "The Contract" means the agreement entered into between the Bank and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto, and all documents incorporated by reference therein;	6.1.3 "The Contract" means the agreement entered into between the Bank and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto, and all documents incorporated by reference therein along with Bid proposal;	No change in the terms as per RFP

54	50	Point 6.3 Patent Rights/ Intellectual property Rights	<p>6.3.1The Empanelled Vendors shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, Software package or any part thereof in India and abroad.</p> <p>6.3.2In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the Empanelled Vendor shall act expeditiously to extinguish such claims. If the Empanelled Vendor fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the Empanelled Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the Empanelled Vendor of such claims, if it is made, without delay.</p>	Bidder proposes that the indemnity be revised to limit the indemnity from use of unaltered bidder's manufactured products, provided the Customer gives bidder prompt notice of any such claim and bidder is allowed to take sole defense and control of any such claim. The indemnity shall not apply to 3rd party products or software supplied by bidder. All OEM/third party products are provided on a pass through basis. That any indemnity claim shall not exceed the actual charges paid by Customer to Supplier for the individual product or service that is the subject of claim (if recurring, twelve months charges apply). Please confirm.	No change in the terms as per RFP
55	17	5.1.2 (VI)	Consortium and/or Subcontracting for execution of project given by the bank are not permissible.	Requesting the bank to elaborate on it as some part of scope requires consortium or sub contracting.	Bidder Should be the OEM of solution/product
56	52	Point 6.6 Systems and Other Software	<p>6.6.1The Supplier shall provide complete and legal documentation of all subsystems, operating systems, system software, utility software and other software provided by the Supplier. The Supplier should provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.</p> <p>6.6.2All the licenses should be in the name of Bank of India and should be perpetual.</p> <p>6.6.3In case the bidder/SI is providing software which is not his proprietary software then the bidder/SI should submit evidence in the form of agreement he has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.</p>	Bidder proposes that the indemnity be revised to limit the indemnity from use of unaltered bidder manufactured products, provided the Customer gives bidder prompt notice of any such claim and bidder is allowed to take sole defense and control of any such claim. The indemnity shall not apply to 3rd party products or software supplied by bidder. All OEM/third party products are provided on a pass through basis. That any indemnity claim shall not exceed the actual charges paid by Customer to Supplier for the individual product or service that is the subject of claim (if recurring, twelve months charges apply). Please confirm.	No change in the terms as per RFP
57	53-57	Point 6.11 Customization Process	Pls refer RFP	<p>Bidder proposes the following:</p> <p>Purchaser will own the copyright in works of authorship that Bidder develops for Customer under this mutually agreed Contract (Project Materials). Project Materials exclude works of authorship delivered to Customer, but not created, under the Contract, and any modifications or enhancements of such works made under the Agreement (Existing Works). Some Existing Works are subject to a separate license agreement (Existing Licensed Works). Bidder grants Customer an irrevocable (subject to Customer's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. Bidder retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.</p>	No change in the terms as per RFP
58	58-59	Point 6.15 Change Requests / Management	Pls refer RFP	Bidder requests revision of this clause. Any variation/ change in scope shall be addressed by the parties by way of a mutually agreed change request. Please confirm	No change in the terms as per RFP
59	60	Point 6.17 Assignment	The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.	Bidder seeks to make this clause mutual such that neither party may assign or transfer the contract without getting the prior consent of the other party. However, assignment of Bidder's rights to receive payments or assignment by Bidder in conjunction with the sale of the portion of Bidder's business that includes a product or service shall not be restricted. Please confirm.	No change in the terms as per RFP

60	60	Point 6.19 Delay in Supplier's Performance (SLA, Uptime & Liquidated Damages)	<p>6.19SLA, Uptime &amp; Liquidated Damages</p> <p>6.19.1The selected vendor shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non- Disclosure Agreement (NDA). The selected vendor shall execute the SLA and NDA within two months from the date of acceptance of letter of appointment or as intimated by the Bank. Service Level Document is provided in Format 8.31 (a).</p> <p>6.19.2Notwithstanding the Bank's right to cancel the order, liquidated damages at 0.5% (Half percent) of the contract price per week or part thereof will be charged for every week's delay in the specified delivery schedule. The Liquidated Damages including Service Level Penalties subject to a maximum of 20% of the total project cost. Over and above, FM resources penalties would be on actual basis, if opted by the bank. The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder.</p> <p>6.19.3However, notwithstanding the schedule, Bank reserves the right to cancel the order at any given point of time, if bidder fails to meet any of the milestones. In the event of cancellation of order, Bank will claim entire amount paid to bidder with interest (@18% pa simple) along with additional 10% as penalty charge.</p> <p>6.19.4The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of Penalty from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery of penalty shall not in any way relieve the Bidder from any of its obligations to complete the works / Services or</p>	Bidder seeks to clarify that liquidated damages shall be payable only in cases where delay is due to reasons solely attributable to the Bidder and shall remain as the sole and exclusive remedy of the Bank in case of a delay. In no event shall the aggregate Liquidated Damages/ Penalties for delay or any other penalties payable under the contract exceed 5% of the total contract value. Further, Bidder shall not responsible for applicable GST on the Liquidated Damages amount. Please confirm.	Refer Corrigendum 1 on Website.
61	60-61	Point 6.20 Termination for Default	<p>6.19.1The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <p>a)if the Supplier fails to deliver any or all of the Products and Services, within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;</p> <p>OR</p> <p>b)if the Supplier fails, to perform any other obligation(s) under the Contract.</p> <p>6.19.2In the event the Bank terminates the Contract in whole or in part, it may procure, up on such terms and in such manner as it deems appropriate, Products and Services</p> <p>similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>	Bidder proposes a minimum of 60 days from the date of receipt of the notice to cure be provided as period as cure period. Please confirm.	No change in the terms as per RFP
62	General	General	General	When do you expect the contract award and project start date?	As per actual Contract
63	40	Technical Evaluation for Category B	Experience in Mobility (Android/ iOS) / Social Media in last three years. Software solution developed & deployed should be with a minimum total cost of Rs. 2 lacs each.	Kindly confirm, do we need to submit any documentary evidence like PO/ Contract copy for the references	The Vendor can give maximum possible evidences.
64	48	5.6.5 (b)	Signing of Contract-Successful vendor need to execute the Contract as per Bank's Contract Form (Format- 8.5) and stamp duty to be paid by the vendor	Stamp duty shall be equally divided between the parties to the Contract	No change in the terms as per RFP
65	68	Format 8.2 Non Disclosure Agreement	Pls refer RFP	Bidder will comply with the Non-disclosure agreement subject to Bank marking the confidential Information as 'Confidential' and confidentiality obligations shall be limited for a period of 3 years from the date of disclosure. Please confirm.	No change in the terms as per RFP
66	40	Technical Evaluation for Category B	Experience in Purchase-Sales Register/ Online transaction processing system/ Payment Systems etc. in last three years. Software solution developed & implemented should be with a minimum total cost of Rs. 5 lacs each.	Kindly confirm, do we need to submit any documentary evidence like PO/ Contract copy for the references	The Vendor can give maximum possible evidences.

67	80	Format 8.7 Customer Credential Letter	Pls refer RFP	Bidder requests bank to accept self declaration by bidder on it's letter head	No change in the terms as per RFP
68	61	Point 6.21 Force Majeure	6.21.1 Notwithstanding the provisions of TCC, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 6.21.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 6.21.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	Bidder would like to clarify that a force majeure event does not exempt Bank from fulfilling its payment obligations under the contract. Further, Bidder proposes revision of this clause as under. The parties acknowledge and agree that COVID-19 is an event beyond the parties' reasonable control, and it is not possible to foresee (or advisable to try and foresee) its duration, impact or extent (including measures and recommendations that may be put in place by regulators). As such, where a party's non-monetary obligations are not performed, affected, and/or delayed and that is attributable to COVID-19 or its related impacts, notwithstanding any other provision in this contract, the affected party will not be responsible for such non-performance, affected performance or delay. The parties will act responsibly to discuss the affected obligations, potential work arounds and related issues in good faith and will document any agreed changes to the agreement. Please confirm.	No change in the terms as per RFP
69	111	Format 8.18 Know Your Employee (KYE) Compliance	Please refer to the RFP	Bidder seeks to clarify and revise point 1 as Bidder shall indemnify direct losses incurred by the Bank pursuant to adjudication by a competent court of jurisdiction/ Arbitrator appointed by the parties under this agreement and subject to limitation liability proposed by the Bidder. Please confirm.	No change in the terms as per RFP
70	53	6.6.2	All the licenses should be in the name of Bank of India and should be perpetual.	The clause is very vague, Bank is requested to modify the same and restrict it to the license of the software developed under the contract.	No change in the terms as per RFP
71	40	Technical Evaluation for Category B	Experience in E-commerce application/ Web Site Designing in last three years. Software solution developed & deployed should be with a minimum total cost of Rs.2 lacs each.	Kindly confirm, do we need to submit any documentary evidence like PO/ Contract copy for the references	The Vendor can give maximum possible evidences.
72	63	BID FORM 8.1 (Technical cum Eligibility Bid)	Pls refer RFP	Bidder will comply with the terms of the RFP subject to Bidder's proposal and the deviations proposed. Bidder wishes to clarify that the terms and conditions of the final Contract shall be as mutually agreed by the parties including any modifications proposed by the Bidder. Please confirm.	No change in the terms as per RFP
73	NA	NA	Governing Law and Dispute Resolution	Bidder proposes the following: Any dispute or differences arising between the Parties hereto from and out of any of the provisions of Agreement as to the construction, meaning or effect thereof or as to the rights or liabilities of the Parties hereto, either during the term of this Agreement or upon expiration thereof shall be firstly tried to be settled amicably by mutual accord of the Parties. In the event of the Parties failing to resolve amicably, then the Parties agree to refer such disputes or differences to a binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof or any statute enacted for the replacement therefore to be conducted by a sole Arbitrator appointed by both Parties jointly. The place and seat of Arbitration shall be at Mumbai, India. The language of the arbitration shall be English. The arbitration award shall be final and binding on the Parties. Both the Parties shall bear their respective cost of arbitration proceedings.  Bidder seeks to clarify that Parties agree to submit to the Courts of Mumbai. Please confirm.	No change in the terms as per RFP
74	71	8.3 Price Schedule (IMPORTANT NOTES) (8)	Any enhancement or customization in Solution as per NPCI, RBI, Government of India or other regulatory/quasi regulatory body should be done without any additional cost to the Bank for the entire period of Contract and/or ATS whichever is later.	Since banking regulatory is changing rapidly, for any enhancement or customization the additional cost should consider by bank for period of contract.	No change in the terms as per RFP
75	48	5.6.8 Contract Period	The Bank intends to empanel software developers for a period of 3 year from the date of empanelment, which may be extended two more years, at the behest of Bank.	Bidder request "The Bank intends to empanel software developers for a period of 3 year from the date of empanelment, which may be extended two more years, on mutually agreed T&C's.	No change in the terms as per RFP

76	48	5.6.9 Delivery Timeline and Penalty	Bidder will have to pay late delivery charges to the Bank @0.5 % of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 10% of the total purchase order value inclusive of all taxes, duties, levies etc.	Bidder request "Bidder will have to pay late delivery charges to the Bank @0.5 % of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the delayed component value inclusive of all taxes, duties, levies etc.	No change in the terms as per RFP
77	48	5.6.9 Delivery Timeline and Penalty	If after placing order with the successful bidder is not able to provide software for any reason whatsoever then a Non execution penalty charge of 5% of the purchase value inclusive of all taxes, duties, levies etc. will be charged as penalty by the Bank from the bidder.	Bidder request deletion	No change in the terms as per RFP
78	51	6.5.4	Vendor shall provide such details/information as may be called for by the Bank and/or the Reserve Bank of India (RBI) and also allow the Bank and RBI, their auditors, officers for inspecting, examining and auditing Vendor's records.	Bidder request " Inspecting, examining and auditing of Vendor's records should be restricted to the services offered under this RFP and no internal books of accounts will be shared by vendor"	No change in the terms as per RFP
79	57	6.13 Payment	The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank.	Bidder request "Bank may withhold the payment of good faith only for the disputed charges up to 20% of any single invoice, not to exceed in aggregate up to one month's charges"	No change in the terms as per RFP
80	57	6.13 Payment	If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the bidder in the price bid against such activity / item.	Bidder request this should be mutually agreed	No change in the terms as per RFP
81	57	6.13 Payment	AMC / ATS (if applicable)	Bidder request "Yearly in Advance"	No change in the terms as per RFP
82	57	6.13 Payment	Onsite Support (if applicable)	Bidder request" Monthly in advance"	No change in the terms as per RFP
83	60	6.17 Assignments	The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.	Bidder request to include "However, assignment of Vendor rights to receive payment and by Vendor in conjunction with the sale of the portion of Vendor's business that includes the product or service is not restricted	No change in the terms as per RFP
84	-	-	General	Maximum Liability of Bidder towards this contract is not mentioned . Please provide clarity on the same.	Pricing module /Payment terms shall be as per request for proposal floated with empanelled service providers.
85	60	6.19 SLA, Uptime & Liquidated Damages	However, notwithstanding the schedule, Bank reserves the right to cancel the order at any given point of time, if bidder fails to meet any of the milestones. In the event of cancellation of order, Bank will claim entire amount paid to bidder with interest (@18% pa simple) along with additional 10% as penalty charge.	Bidder request deletion	No change in the terms as per RFP
86	60	6.19.1	NA	Bidder request a cure period of 30 days	No change in the terms as per RFP
87	60	6.19.2	In the event the Bank terminates the Contract in whole or in part, it may procure, up on such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.	Bidder request deletion	No change in the terms as per RFP
88	32	5.3.5.b (ii)	It states that prices will be re-adjusted if the same is replaced by GST	This is not relevant as GST has already been implemented from 1st July 2017.	No change in the terms as per RFP
89	32	Pg 32 Clause 5.3.5.b(iv) & Point 17 on pg 72	It states that there will be no change in prices inspite of changes in taxes	Bidder request to allow us to change prices due to change in taxes as this is a statutory change.	No change in the terms as per RFP
90	32	NA	It requires to attach Income Tax Clearance certificate	There is no such practice under the Income tax regulations to issue the same for bids with public sector banks. We cannot issue the same.	No change in the terms as per RFP
91	2	Important Dates	NA	Bidder requests the bank to extend bid submission date by 2 weeks to 24th August 2020	If extended, will be communicated on website.
92	Page 7	2. Objective//2.6	Category A – upto Rs. 35 lacs	The amount mentioned in Category A and B defines the bank budget or it is just used as a reference ?	This is for better vendor management
93	Page 8	2. Objective//2.10	The empanelled vendors will be eligible to participate in the closed RFP process	We need to know would the bank gives the feasibility for vendors to quote as per T&M or it will be on Fixed Price model ?	Pricing model will change from case to case
94	Page 20	5.1.3.2 Training and Capacity Building	If Bank requires, the selected Bidder shall have to provide training to Bank's officials at Bank's location	Training cost part of commercial Or to be Quoted Separately ?	Training will be part of each RFP as per need.
95	Page 32	5.3.5 Bid Prices//b(vii)	The vendor is required to quote for all the components / services as per Bank's requirement.	If in future there comes a requirement in which additional components might require some licensing to procure, how would that be resolved ?	Each quote by vendor should explicitly mention the aspects covered without any assumptions.

96	Page 32	5.3.5 Bid Prices// xi	The Bank is not responsible for any assumptions or judgments made by the vendor for arriving at any type of costing.	At one place bank is asking to quote covering future aspects and at one place its mentioned not to quote based upon assumptions. Need Clarification ?	Bids to be submitted physically.
97	Page 35	5.4.2 Deadline for Submission of Bids	Bids must be received by the Bank at the address specified, no later than the date and time specified in the Invitation to Bid.	There should also be option to send documents over mail or online portal.	No change in the terms as per RFP
98	17	5.1.3 Detailed Scope of Work	VIII. Bidder has to ensure that the software developed should be compatible with the current infrastructure of the Bank and also should be forward compatible.	As this is an Empanelment for Customization / Development / Maintenance/ Testing / Support, the Bidder's responsibility to comply with compatibility with the current infrastructure of the Bank and also forward compatible is not applicable	No change in the terms as per RFP
99	18	5.1.3 Detailed Scope of Work	XVIII. Bidder has to provide one year warranty and maintenance support for the application software developed / customized / configured / at no extra cost to the Bank during the warranty period	Bidder resources shall be working on Bank's instruction and the clause on warranty and maintenance support need to be discussed	No change in the terms as per RFP
100	18	5.1.3 Detailed Scope of Work	XX. Bidder has to provide maintenance / support after warranty period as per Bank's requirement. AMC / ATS cost shall be included during the requirement stage although it will not be accounted in commercial evaluation as opting for AMC/ATS will be bank's discretion. XXI. Bank shall have the right to cancel the panel of bidders at any time, without thereby incurring any liabilities to the affected applicants. <b>Reasons for cancellation, as determined by Bank in its sole discretion include but are not limited to, the following: a) Services contemplated are no longer required. b) Scope of work not adequately or clearly defined due to any reason.</b>	Bidder need discussion on ATS Support Any cancellation means termination and need to come under Termination for convenience clause a) Services contemplated are no longer required. b) Scope of work not adequately or clearly defined due to any reason.	No change in the terms as per RFP
101	65	8.1.1 Eligibility cum Technical Bid	Pls refer RFP	Bidder will comply with the terms of the RFP subject to Bidder's proposal and the deviations proposed. Bidder wishes to clarify that the terms and conditions of the final Contract shall be as mutually agreed by the parties including any modifications proposed by the Bidder. Please confirm.	No change in the terms as per RFP
102	48	5.6.9 Delivery Timeline and Penalty	The delivery timelines will be defined at the time the commercials are invited from the empanelled bidders. <b>Bidder will have to pay late delivery charges to the Bank @0.5 % of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 10% of the total purchase order value inclusive of all taxes, duties, levies etc. If delay exceeds five weeks from due date of delivery</b> , Bank reserves the right to cancel the respective purchase order. If after placing order with the successful bidder is not able to provide software for any reason whatsoever then a <b>Non execution penalty charge of 5% of the purchase value</b> inclusive of all taxes, duties, levies etc. will be charged as penalty by the Bank from the bidder. Bank at one time will either charge the bidder for late delivery charges or non-execution penalty charge but not for both. Bank may also forfeit the Empanelment security/PBG submitted by the bidder in order to recover any dues to the bank.	Any penalty need to be only on the delayed portion of Product / Services	No change in the terms as per RFP
103	76	8.5 Empanelment Contract Form	Pls refer RFP	Bidder wishes to clarify that the terms and conditions of the final Contract shall be as mutually agreed by the parties including any modifications proposed by the Bidder. Please confirm.	No change in the terms as per RFP
104	50	6. Part 4: Terms & Conditions of Contract (TCC)	In case of a difference of opinion on the part of the bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.	In case of a difference of opinion on the part of the bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation will be mutually agreed between the Bank & Bidder & shall be binding and final on the Bidder.	No change in the terms as per RFP

105	51	6. Part 4: Terms & Conditions of Contract (TCC)	6.3.1 The Empanelled Vendors shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, Software package or any part thereof in India and abroad. 6.3.2 In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the Empanelled Vendor shall act expeditiously to extinguish such claims. If the Empanelled Vendor fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the Empanelled Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the Empanelled Vendor of such claims, if it is made, without delay.	1) Any issues arising out of third party products or services shall be governed exclusively by the EULA and support agreement signed directly between the BOI and the OEM (2) BOI acknowledges that the ownership of the Software will always be with the respective licensors (3) Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this Agreement. BOI agrees and acknowledges that save as expressly provided in this Agreement, all Intellectual Property Rights in relation to the Software, Deliverables and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by Bidder during, in connection with or in relation to fulfilling its obligations under this Agreement belong to and shall remain a property of Bidder or its licensor. (5) All copyrights and other intellectual property rights existing prior to the "Effective Date" will belong to the party that owned such rights immediately prior to the "Effective Date". All modifications and enhancements to, and derivative works from, pre-existing intellectual property rights will belong to the party that owned such pre-existing intellectual property rights. Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other. (6) BOI shall comply with the license terms, as may be specified by the respective licensors, applicable for the use of the Software provided under this Agreement. (7) BOI to use such IP for its internal use only	No change in the terms as per RFP
106	52	6. Part 4: Terms & Conditions of Contract (TCC)	The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.	Finance to confirm	No change in the terms as per RFP
107	52	6. Part 4: Terms & Conditions of Contract (TCC)	6.5.1 The Bank reserves the right to carry out pre-shipment inspection by a team of Bank officials, of any of the existing live installations of the bidder/SI referred to in the eligibility cum technical Bid or demand a demonstration of the solution proposed on a representative model in bidder's office	6.5.1 The Bank reserves the right to carry out pre-shipment inspection by a team of Bank officials, of any of the existing live installations of the bidder/SI referred to in the eligibility cum technical Bid or demand a demonstration of the solution proposed on a representative model in bidder's office	No change in the terms as per RFP
108	52	6. Part 4: Terms & Conditions of Contract (TCC)	Vendor shall provide such details/information as may be called for by the Bank and/or the Reserve Bank of India (RBI) and also allow the Bank and RBI, their auditors, officers for inspecting, examining and auditing Vendor's records, whenever required by Bank/RBI	Vendor shall provide such details/information as may be called for by the Bank and/or the Reserve Bank of India (RBI) and also allow the Bank and RBI, their auditors, officers for inspecting, examining and auditing Vendor's records, whenever required by Bank/RBI other than financial information	No change in the terms as per RFP
109	53	6. Part 4: Terms & Conditions of Contract (TCC)	6.6.1 The Supplier shall provide complete and legal documentation of all subsystems, operating systems, system software, utility software and other software provided by the Supplier. The Supplier should provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard. 6.6.2 All the licenses should be in the name of Bank of India and should be perpetual. 6.6.3 In case the bidder/SI is providing software which is not his proprietary software then the bidder/SI should submit evidence in the form of agreement he has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank	Licenses shall be governed by OEM Licensing conditions	No change in the terms as per RFP

110	53	6. Part 4: Terms & Conditions of Contract (TCC)	6.7.1 The acceptance criteria for the proposed solution is – The User acceptance test will be carried out as per mutually agreed Acceptance Test Plan (ATP) against the systems requirements. The system will be considered accepted only after ATP is completed as per the agreed plan and is duly signed/certified by the Bank and the bidder.	Subject to deemed acceptance clause if any	No change in the terms as per RFP
111	53	6. Part 4: Terms & Conditions of Contract (TCC)	6.7.3 A Bidder will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.	6.7.3 A Bidder will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document along with the assumptions as set forth in its bid proposal.	No change in the terms as per RFP
112	57	e) License:	(iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent software from a third party, provided the option under the sub clause	(iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent software from a third party, provided the option under the sub clause subject to agreed EULA conditions	No change in the terms as per RFP
113	61	6.19 SLA, Uptime & Liquidated Damages	6.19.2 Notwithstanding the Bank's right to cancel the order, liquidated damages at 0.5% (Half percent) of the contract price per week or part thereof will be charged for every week's delay in the specified delivery schedule. <b>The Liquidated Damages including Service Level Penalties subject to a maximum of 20% of the total project cost.</b> Over and above, FM resources penalties would be on actual basis, if opted by the bank. <u>The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder.</u> 6.19.3 However, notwithstanding the schedule, Bank reserves the right to cancel the order at any given point of time, if bidder fails to meet any of the milestones. <b>In the event of cancellation of order, Bank will claim entire amount paid to bidder with interest (@18% pa simple) along with additional 10% as penalty charge.</b> 6.19.4 The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of Penalty from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery of penalty shall not in any way relieve the Bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.	T1) he Liquidated Damages including Service Level Penalties subject to a maximum of 10% of the total project cost. 2) In the event of cancellation of order, Bank will claim entire amount paid to bidder with interest (@18% pa simple) <del>along with additional 10% as penalty charge</del> & in the event Bank fails to pays the undisputed payment within 30 days similar interest @ 17% p.a. will be charged by the Bidder	No change in the terms as per RFP
114	61	6.19 SLA, Uptime & Liquidated Damages	6.20 Termination for Default 6.19.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, may terminate the Contract in whole or in part: a) if the Supplier fails to deliver any or all of the Products and Services, within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; OR 6.19.2 b) if the Supplier fails, to perform any other obligation(s) under the Contract. In the event the Bank terminates the Contract in whole or in part, it may procure, up on such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.	The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, may terminate the Contract in whole or in part: (a) if the Supplier fails to deliver any or all of the Products and Services, within the period(s) specified in the Contract, or within any extension thereof granted by the Bank or within the <b>cure period of 30 days to rectify the breach:</b> (b) if the Supplier fails, to perform any other obligation(s) under the Contract. Such excess cost shall be limited 10% of the differential cost	No change in the terms as per RFP
115	62	6.21 Force Majeure	6.21.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes	For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions, and freight embargoes. <b>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</b>	No change in the terms as per RFP

116	NA	Bank General Responsibilities	NA	(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	No change in the terms as per RFP
117	NA	Site Not Ready	NA	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 EIT Services India Pvt. Ltd. has to give an undertaking to complete installation within a week of being informed that the site is ready	Such cases shall be reported to the Bank Team and consensus should be arrived mutually between Bidder and Bank.
118	NA	Change Management	NA	Any change in the scope shall undergo through change management process. The change requirement will be analyzed and its impact on the effort, time, and resource will be mutually discussed.	No change in the terms as per RFP
119	102-108	Format 8.16 PRE-CONTRACT INTEGRITY PACT	Please refer to the RFP	Bidder requests removal of following fall clause: 7.1The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	No change in the terms as per RFP
120	58	6.13	Payment Terms	Request to modify the payment terms as below: 1) Hardware & Software - 100% payment shall be made on delivery. 2) ATS & AMC - 100% payment shall be made basis yearly in advance. 3) Implementation - Payment shall be made basis mutually agreed milestones. 4) FMS - Payment shall be made basis monthly in arrears.  All payments shall be made within 30 days from the date of invoice.	No change in the terms as per RFP
121	123	8.23 Notification of acceptance of the terms and conditons of the RFP	Please refer to the RFP	Bidder will comply with the terms of the RFP subject to Bidder's proposal and the deviations proposed. Bidder wishes to clarify that the terms and conditions of the final Contract shall be as mutually agreed by the parties including any modifications proposed by the Bidder. Please confirm.	No change in the terms as per RFP
122	48 60	5.6.9 6.19.2	Bidder will have to pay late delivery charges to the Bank @0.5 % of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 10% of the total purchase order value inclusive of all taxes, duties, levies etc. If delay exceeds five weeks from due date of delivery, Bank reserves the right to cancel the respective purchase order  Notwithstanding the Bank's right to cancel the order, liquidated damages at 0.5% (Half percent) of the contract price per week or part thereof will be charged for every week's delay in the specified delivery schedule. The Liquidated Damages including Service Level Penalties subject to a maximum of 20% of the total project cost.	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.	No change in the terms as per RFP

123	48	5.6.9	If after placing order with the successful bidder is not able to provide software for any reason whatsoever then a Non execution penalty charge of 5% of the purchase value inclusive of all taxes, duties, levies etc. will be charged as penalty by the Bank from the bidder.	Request for deletion of this clause.	No change in the terms as per RFP
124	60	6.19.3	However, notwithstanding the schedule, Bank reserves the right to cancel the order at any given point of time, if bidder fails to meet any of the milestones. In the event of cancellation of order, Bank will claim entire amount paid to bidder with interest (@18% pa simple) along with additional 10% as penalty charge.	Request for deletion of this clause.	No change in the terms as per RFP
125	60	6.20'	Termination for default	We request bank to provide 30 days cure period in case of termination for default. There shall be no termination for convenience.	No change in the terms as per RFP
126	70	8.3	<b>Pricing Schedule</b> 9) Bidder to quote ATS for each year at minimum of 20% of license cost. Bids are liable to rejected in case the Bidders does no adhere to the same.	Request for deletion of this clause.	No change in the terms as per RFP
127	133-135	8.29 Conformity/ Undertaking Letter	Please refer to the RFP	Bidder will comply with the terms of the RFP subject to Bidder's proposal and the deviations proposed. Bidder wishes to clarify that the terms and conditions of the final Contract shall be as mutually agreed by the parties including any modifications proposed by the Bidder. Please confirm.	No change in the terms as per RFP
128	145	a	Service Level Document	The overall SLA penalty shall be capped at 5% of the monthly billing.	No change in the terms as per RFP
129	NA	Additional Clause	Non-Payment Remedy	Bidder seeks right to terminate or suspend services in the event of delay in payment of undisputed invoice.	No change in the terms as per RFP
130	11	The important dates / schedules for the above RFP shall be as following:	Last date and time for Receipt of Bids at Bank of India (address as given below)10/08/2020 15.00 hrs.	Requesting the bank in extension of one week for submission	If extended, will be communicated on website.
131	11	The important dates / schedules for the above RFP shall be as following:	Last date and time for Receipt of Bids at Bank of India (address as given below)10/08/2020 15.00 hrs.	Requesting the bank to consider e submission of tender considering the covid times	Bids to be submitted physically.
132	14	5.1.2 Scope of Work	The broad scope of project envisages empanelment of software bidders who will provide end to end new software solution and existing software solution customization to meet the Bank's business requirements.	Requesting the bank to elaborate on existing projects & new projects	Will be shared with the successful Vendors
133	15	5.1.2 (l)	Scope of Work- Bidder has to provide Source code of application, Source Code of DLLs, images, library files, object code / executable code etc. required to customize the application as per requirements, unit test cases, unit test code, and compilation procedures (build/make file, build scripts etc.), Source code quality report using reputed Code Quality Tools, Test Scripts for CIT / SIT / UAT of the developed application / customizations and subsequent upgrades, if any.	It is requested to the Bank to consider ESCROW arrangement for the deposit of source code	The decision will be taken on case to case basis.

134	NA	Compliance with Applicable Laws of India	NA	1) Bidder shall be responsible for the laws that are applicable to it in its capacity as a system integrator services to the extent that such requirements relate to the performance of DXC'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 BOI's business or the Network. Bidder is not providing any legal, tax, accounting or other professional advice as part of the Services	No change in the terms as per RFP
135	155	8.33 Acceptance of Reverse auction business rules and terms	Please refer to the RFP	Bidder will comply with the terms of the RFP subject to Bidder's proposal and the deviations proposed. Bidder wishes to clarify that the terms and conditions of the final Contract shall be as mutually agreed by the parties including any <u>modifications proposed by the Bidder. Please confirm.</u>	No change in the terms as per RFP
136	18	5.1.2 (XIX)	Bidder has to rectify the gaps identified during the audit of software developed/customized by internal/external agencies or by any of the regulators at no additional cost to the bank	Requesting the bank to change the clause stating that " Bidder has to rectify the gaps identified during the audit of software developed/customized by internal/external agencies or by any of the regulators at additional CR to the bank	No change in the terms as per RFP
137	18	5.1.2 (XXI)	Bank shall have the right to cancel the panel of bidders at any time, without thereby incurring any liabilities to the affected applicants. Reasons for cancellation, as determined by Bank in its sole discretion	Cancellation at sole discretion of the Bank is not acceptable, hence Bank is requested to remove the said clause	No change in the terms as per RFP
138	19	5.1.3.1	5.1.3.1 Application software development and integration The software developer needs to ensure that the application development process is as per the standard life cycle of Software Development. The vendor shall carry out the following activities during application development and integration.	Requesting the bank to give a clarity on elaboration more on skill set and Projects that will be covered in the development	Bank has sufficiently defined the requirement, the vendor to comply with necessary skill set.
139	24	5.1.4 Eligibility Criteria	Bidder must have developed / customized software solution / application (in the last 3 years) in at least 2 Scheduled commercial Banks.  a) Certificate from the current authorized signatory of the company.	We understand that we need to give a self declaration on our letter head for this clause	The supporting letters from respective users are necessary.
140	34	5.3.8	Bid Security Bank will follow the guidelines issued by Govt. of India for MSME units registered with NSIC under single point registration scheme. In case of bidders registered with NSIC, they are eligible for waiver of EMD. However, they need to provide valid NSIC Certificate clearly mentioning that they are registered with NSIC under single point registration scheme. No interest will be payable on the Bid Security amount.	Requesting the bank to consider the MSME Certificate as per CVC guidelines for PSU Banks.  For NSIC certification, can NSIC registration proof be submitted? Once the NSIC registration is successful we will produce the NSIC issued MSME certificate	All government directives in this regard will be adhered to.
141	50	6.4	The Selected bidder shall furnish an unconditional and irrevocable Bank Guarantee for 10% of individual order issued, in favour of the Bank, from a scheduled Commercial Bank, other than Bank of India, towards performance of the contract in accordance with the specification and conditions of the bid document and agreed upon execution of final contract of empanelment.	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.  All PBG shall be provided from a scheduled commercial bank or nationalized bank.	No change in the terms as per RFP

142	NA	NA	Limitation to Liability	Bidder proposes to replace the Limitation to Liability Clause as below: bidder's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the product or service that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to bidder, its subsidiaries, contractors, and suppliers. bidder will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, anticipated savings, reputation, data and third party claims, even if Bidder has been advised of possibility of such damages. The Bidder seeks deletion of the exceptions to the liability cap. Please confirm.	No change in the terms as per RFP
143	53	6.6.3	In case the bidder/SI is providing software which is not his proprietary software then the bidder/SI should submit evidence in the form of agreement he has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.	Requesting the bank to elobrate more on this. This means the Bank is allowing the Vendor consirtum	Vendor consortium is not allowed.
144	59	6.19 SLA, Uptime & Liquidated Damages 6.1.2	However, notwithstanding the schedule, Bank reserves the right to cancel the order at any given point of time, if bidder fails to meet any of the milestones. In the event of cancellation of order, Bank will claim entire amount paid to bidder with interest (@18% pa simple) along with additional 10% as penalty charge	Requesting the bank to consider the penalty clause to 5%	No change in the terms as per RFP
145	59	6.13 (b)	Training charges (if applicable) -100% - On completion of training.	Bank to pay Training charges in advance.	Bank will not pay training charges in advance.
146	59	6.13 (c)	AMC / ATS (if applicable) <input type="checkbox"/> Payable quarterly in arrears, against receipt of satisfactory service report of previous quarter from the officials of the concerned user department.	Bank shall release the payment for AMC/ ATS within 30 days of invoice. Requesting the Bank to clarify more on the payment for the Services Quarterly in arrears	Quaterly in arrears payment will be paid subject to rendering the quarter
147	61	6.19.2	The Liquidated Damages including Service Level Penalties subject to a maximum of 20% of the total project cost.	Bank is requested to modify the clause as under: The Liquidated Damages including Service Level Penalties subject to a maximum of 10% of the total project cost.	Refer Corrigendum 1 on Website.

148	147	1	<p>Item TimetoPenalty Resolve after Lodgingof Complaint Overall Non-Availability of the Application in a Quarter a.0 - 4 HoursNo Penalty b.4 - 8 Hours0.25% of the purchase order amount for Support and Maintenance of Application Software payable quarterly. c.8 - 12 Hours0.50% of the purchase order amount for Support and Maintenance of Application Software payable quarterly. d.12-48 Hours5.0% of the purchase order amount for Support and Maintenance of Application Software payable quarterly e.Beyond48A penalty of 15% of the purchase order amount for hoursSupport and Maintenance of Application Software payable quarterly</p> <p>Note: Down-time of 5 consecutive days in a month for consecutive 2 months may be treated as breach of contract. Also, the penalty defined in this section shall be used only when the application is not accessible/ functional/ active but the hardware is functional at the location where development is going.</p>	<p>Requesting the bank to consider penalty clause as below a.4-8 hours -0.10 % b.8-12 hours – 0.15 % c. 12-48 hours – 2.0 % d.Beyond 48 Hours -5%</p>	No change in the terms as per RFP
149	7	2.Objective / (2.2)	<p>The bidders empaneled through this process will be required to carry out Bank's software development / customization activities. However, whether to carry out the software/ mobile/ Web portal application development/ customization work, in any of the areas, by using the services of empaneled Bidder(s) or not, will be the decision of the Bank and will be binding on the Bidders. Therefore, the empaneled bidders will have to ensure continued availability of professionals for the period of empanelment/ during project assigned.</p>	<p>In this case, if any future tenders are released by BOI regarding software/ mobile/ Web portal application development/ customization work that will be a limited tender where only empaneled vendors only apply. Is it correct?</p>	The empaneled vendors will receive closed RFP specially meant for them.
150	7	2.Objective / (2.4)	<p>The source code including DLLs, images, library files, database dictionaries, associated documents should be satisfactorily handed over to our in-house development teams for maintenance and change management. The copyright of the software would remain with the Bank.</p>	<p>Are there any specific considerations related to development environment to be set up in Vendor Location e.g. Security of terminals, Secured Location, Access Control etc.? Any Specific requirements/mechanism for connectivity between vendor environment and Bank Data Center ?</p> <p>In case vendor needs to be involved in Change Request, does vendor manage and maintain source code/it will be provided by bank for each Change Request.</p>	When found necessary will be shared with successful vendors.
151	7	2.Objective / (2.6)	<p>Empanelment will be done under 2 (Two) categories based on the project nature and estimated cost involved in software developments/customization/support/testing/maintenance as depicted below:- 1.Category A - Up to Rs 35 Lacs (Projects of transactional (online, off-line, batch processing) nature, closely integrated to CBS application etc.) 2.Category B - Up to Rs 10 Lacs (Projects like MIS, Reporting, Web portals, mobile apps etc., which will not carry out any financial transactions).</p>	<p>Question-1: In this clause you mentioned as "Estimated Cost" and divided into 2 categories. Is "Estimated Cost" refers to Total Project Cost? Question-2: What if the project value is more than Rs 35 Lacs and how you will select the empaneled vendor?</p>	<p>Ans 1 Estimated cost is TCO for given number of years. Ans 2 For project value above 35 lacs Bank may go for open RFP.</p>

152	8	2.Objective / (2.7)	The empaneled Vendors for Category "A" will be also eligible to carry out development work for category "B", subject to company should have the development & maintenance center at Mumbai. Note: If any Bidder applying for Category "A" wishes to apply for "Category B" then the Bidder should mandatorily comply with Point No F, Clause 4 (Additional Eligibility Criteria for Category B), which mentions that the Bidder must have a <b>development center and technical support center in Mumbai</b> and also submit relevant documents supporting the claim.	If we decided to apply for both categories and for category-B If we have a development centre and technical support at 5 Locations – Mumbai, Noida, Bangalore, Delhi & Chennai. Will it be considered?	Yes, Mumbai is mandatory.
153	15	5.1.2 Scope of Work	The broad scope of project envisages empanelment of software bidders who will provide end to end new software solution and existing software solution customization to meet the Bank's business requirements	To know more about solutions for multiple business, Kindly list the existing software solutions/systems.	Will be shared with the successful Vendors
154	15	5.1.2 Scope of Work	Scope of work of the empanelled software bidders will include application development in the different areas including customization of a product / solution in terms of adding new functionalities / changes, integration of new modules in an existing product / solution or developing a new software solution or related activities like database/application support or testing or maintenance of software solution/application etc.	As technologies are rapidly changing, Do Bidder can choose any latest technology not mentioned in bank's support list for new development	Bidders are free to use latest technologies.
155	16	5.1.2 (IV)	Bidder has to provide all necessary functional and technical documentation (Technical specifications, Integration specifications, Application architecture/design, Integration architecture / design, Test Cases documentation for CIT / SIT / UAT, Deployment guide on infrastructure servers, and Release notes) to the bank with every source code delivery for any change. V	- What are different hardware/software supported by bank for distribution layer, (1) Open-Source Technologies (2) Licensed Technologies	Will be shared with the successful Vendors
156	20	5.1.3.2	If Bank requires, the selected Bidder shall have to provide training to Bank's officials at Bank's location, for the functionality developed or for the customized module of software application The Bidder should ensure / note the following while imparting Training	- Do training is included into overall project estimate/cost - Do bank has any specific requirement if training needs to be online or offline	training is included, online and offline both.
157	21	5.1.3.3 (e)	Application Disaster Recover (DR) setup should be implemented and Data replication between Data Centre & DR should also be configured.	- what will be the communication channel, eg; Lease Line, internet or VPN tunnel - Do bank has any guideline for the same	Will be shared with the successful Vendors
158	22	5.1.3.4 (d)	Third Party Audit (TPA)	- What are different common audits applicable for any customization/new development	As per regulatory guidelines and Bank's Policy.
159	25	5.1.4 Eligibility Criteria( II. Additional Eligibility Criteria for Category A) (D)	Bidder must have developed / customized software solution / application (in the last 3 years) in at least 2 Scheduled Commercial Banks.	For this eligibility, can we submit the overseas banking experience? Kindly confirm.	No
160	40	5.5.4.2 Eligibility cum Technical Bid (Category A) (6)	Experience in Mobility (Android/ iOS) / Social Media in last three years. Software solution developed & deployed should be with a minimum total cost of Rs. 10 lacs each.	Regarding Mobility/Social Media experience , Do we need to submit Banking industry experience or any other industry?	Banking as well as others.
161	71	8.3 Price Schedule(IMPORTANT NOTES) (2)	Bank reserves the right to extend EMPANELMENT OF VENDOR FOR CUSTOMIZATION/DEVELOPMENT/ MAINTENANCE/ TESTING /SUPPORT services to Bank's sponsored Regional Rural Banks (RRB), subsidiaries/associates with same terms and conditions.	Kindly explain sponsored Regional Rural Banks (RRB) and which terms & conditions are same in this case? Either In price schedule or General points?	No change in the terms as per RFP

162	107	7.1	The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	Please modify the clause as below: The BIDDER undertakes that it has not supplied / is not supplying identical product / systems or subsystems as a whole solution with the same scope, terms and conditions within a period of 1 year prior to the bid submission date, at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU in India and if it is found within one year after signing of the contract that the same product / systems or sub systems as a whole solution with same scope and terms and conditions was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU in India at a lower price within a period of one year before the bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	No change in the terms as per RFP
163	143	Format 8.30 (b) Read with Format 8.30 (a) and Format 8.3	Financial Format	Do we need to submit the monthly rate card for the skills needed or 8.3 Price Schedule pg# 71/Format 8.30 (b); Pg# 143 which is commercial table is enough? Pl. confirm	No.
164	General	General	General	Kindly clarify, Is this is fixed price or T&M bid? Is BOI looking for resources to be placed on a T&M basis or the project will be outsourced? Scope states "customization of a product/solution in terms of adding new functionalities/changes, integration of new modules in an existing product/ solution or developing a new software solution or related activities like database/application support or testing or maintenance of software solution/application etc."	The requirement will be as per individual RFP floated.
165	General	General	General	Please suggest the list of locations where resources need to deploy?	Will be shared with the successful Vendors
166	General	General	General	Please confirm, Number of sample profiles needed for each role and also list down the list of profiles and do we need to share the sample CV's of resources at this stage.	As per format given in the RFP for Team profile.
167	General	General	General	Please confirm, any technical details to be provided in terms of Architecture diagrams & explanation etc. is required during bid submission stage.	Will be shared with the successful Vendors
168	General	General	General	What are the artefacts required to be part of the submission/proposal, meaning do we need to give write-ups/methodologies of RESOURCE Augmentation, Resources onboarding to deployment and Project execution write-up etc. or do we need to give only RESOURCE COST?	Along with the cost details the vendor can give additional details if found necessary.
169	General	General	General	Do we need to provide any information concerning technical details and our execution approach as the part of the RFP response OR just a rate card for the technical resources will suffice as per the required format provided by Bank Of India?	Along with the cost details the vendor can give additional details if found necessary.
170	General	General	General	We believe that the vendor will only be responsible for providing the resources with the required manpower days, and all the required software's/hardware's required for the development will be provided by BOI. Is our understanding correct?	Bank shall share the applicable information after signing the NDA with successful Bidders.

171	General	General	General	Could it be possible to share with us the estimated amount of work to be done on Turn-key Modality and Temporary Resources Modality?	The actual request will be defined in Individual RFP.
172	General	General	General	Request Bank of India to provide indicative demand forecast for each of the personnel profiles requested per region. This forecast is purely for Bidder planning, workforce availability and estimation purposes and does not construe any commitment for services purchased.	The actual request will be defined in Individual RFP.
173	60	6.19 SLA, Uptime & Liquidated Damages	Notwithstanding the Bank's right to cancel the order, liquidated damages at 0.5% (Half percent) of the contract price per week or part thereof will be charged for every week's delay in the specified delivery schedule. The Liquidated Damages including Service Level Penalties subject to a maximum of 20% of the total project cost.	Bidder request "Notwithstanding the Bank's right to cancel the order, liquidated damages at 0.5% (Half percent) of the contract price per week or part thereof will be charged for every week's delay in the specified delivery schedule. The Liquidated Damages including Service Level Penalties subject to a maximum of 5% of the Component/milestone getting delayed.	No change in the terms as per RFP
174	General	General	General	What is the current team size supporting application stack/technology stack as described?	Bank will share the applicable information after signing the NDA with successful Bidders.
175	General	General	General	Are there any existing vendors supporting current application stack/technology stack services? If so, what are the common issues or areas of improvement where the new vendors can improve upon? How many vendors are?	Will be shared with the successful Vendors
176	General	General	General	We request you to provide the extension for ten business days from the date of submission.	If extended, will be communicated on website.
177	General	General	General	Can we get the exact list of skills along with Job Description also let us know the resource experience in terms of experience needed by Bank of India?	Will be shared with the successful Vendors
178	11	3.1.4	All Technical Bids must be accompanied by Bid Security for INR 2, 00,000/- (INR Two Lac only) as specified in the Bid document. This security will remain in force up to and including 60 days after the period of the bid validity	Kindly exempt MSME for the same:  The public procurement policy for MSMEs order, 2012 is applicable to all central ministries/ departments/ CPSUs and has become mandatory w.e.f 1st April 2015.  Under this policy the participation fee and EMD will be exempted along with other benefits mentioned in the policy for all the MSMEs registered with District Industries Centre (DIC) or Khadi & Village Industries Commission (KVIC) or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by Ministry of MSME under the public procurement policy irrespective of relevance of product category and capacity of the MSME. Kindly consider it and exempt MSME Registered Companies from submission of Tender Fees and EMD.	All government directives in this regard will be adhered to.

179	11	3.1.4	Tender Fee - A non-refundable bid amount of Rs.20, 000/- to be paid by means of a demand draft / pay order/pay slip favoring <b>"Bank of India"</b> payable at Mumbai from <b>any Scheduled commercial /Nationalized Bank other than Bank of India</b> . If the bid is downloaded from website, the cost of the bid/tender fee may be paid along with the technical bid in a separate envelope.	Kindly exempt MSME for the same:  The public procurement policy for MSMEs order, 2012 is applicable to all central ministries/ departments/ CPSUs and has become mandatory w.e.f 1st April 2015.  Under this policy the participation fee and EMD will be exempted along with other benefits mentioned in the policy for all the MSMEs registered with District Industries Centre (DIC) or Khadi & Village Industries Commission (KVIC) or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by Ministry of MSME under the public procurement policy irrespective of relevance of product category and capacity of the MSME. Kindly consider it and exempt MSME Registered Companies from submission of Tender Fees and EMD.	All government directives in this regard will be adhered to.
180	24	5.1.4	II. Additional Eligibility Criteria for Category A  The bidder should have an annual turnover of at least Rs. 5 Crores (Rupees Five Crores) in each of last three preceding three (3) financial years from i.e. FY 2016-17, FY 2017-18 and FY 2018-19. The turnover must be the individual company turnover and not that of any group of companies.	We request that for MSME units this be made Rs. 3.0 crores	No change in the terms as per RFP
181	NA	General	NA	Can you please share Business & IT landscape along with technology stack being used for Development & Support.	Will be shared with the successful Vendors
182	10	3.1.2	The scope also includes installation/reinstallation, configuration/re-configuration and maintenance of system software, database, interfaces etc. at various locations of the Bank for a period of three (3) years	Is Infrastructure support also required as part of scope?	Requirements will be defined in the individual RFP.
183	10	3.1.4, 2.7	Each Bidder is eligible for submitting only one Bid per category in response to this RFP" while under 2.7 says that bidder can apply for both the category	Please clarify if Vendor can submit Bid for Both the categories?	Yes, provided vendor fulfills eligibility criteria of both the categories.
184	16	5.12 (II)	Bidder has to transfer the ownership of all software developed / customized / configured / procured. All licenses & support related documents should be in the name of Bank	As per our understanding any Licenses to be procured has to be mutually agreed. Please confirm.	All requirements will be as per Individual RFP.
185	17	5.12 VII	Bidder has to ensure that the software development will be carried out as per standard software development process and taking into consideration the best practices followed worldwide.	Is Bank currently work on Agile or Waterfall methodology and are there any preferred methodology from Bank?	The vendor to provide the best possible methodology and approach.
186	17	5.12 XI	Bidder has to rectify the gaps identified during the audit of software developed/customized by internal/external agencies or by any of the regulators at no additional cost to the bank	As per our understanding Bidder will be responsible only for the code developed by them not for any prior gaps/ vulnerability, all other gaps in existing code will be taken care under Application Maintenance & Support. Please clarify?	No change in the terms as per RFP
187	18	5.12 XIX	Bidder has to comply with all the gaps identified in the software developed during the audit of internal/external agency or during review with any of the regulator at no additional cost to the Bank.	Is it right to assume that Bank will share Audit requirements in the initial stage of development with vendor resources to avoid any gaps on later stage in the Audit?	It is continuous process.
188	18	5.12 XVII	Bidder has to ensure that separate teams are provided for software development and software testing.	Please specify the tool stack used for Testing (Manual, Automation, Performance, Security etc..)	Will be shared with the successful Vendors

189	23	5.1.3.4 III	The vendor shall have to maintain a web based online call log register with all the necessary details / references and submit the report from same to the Bank as and when required. The vendor will also provide a login to the Bank for logging and view the status of the complaint. The format of the report would be mutually decided later at appropriate time.	Can the Bank provide web based online call log register tool to the empaneled vendor?	No change in the terms as per RFP
190	81	8.7	Customer Credential Letter	Can we share Customer credentials letter through email?	No, it is required on Customer's Letter head.
191	42	5.5.4.2	Presentation before the evaluation Committee: Covering: Project Management, Deployment methodologies and technical capabilities.	What are the tentative timelines for submission of the Presentation? We assume the presentation is to be submitted at later stage, when the shortlisted vendor will be called for presentation.	The timings will be informed individually.
192	32	5.3.4	RFP response document should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set) clearly mentioning ORIGINAL/DUPLICATE in each envelope set.	Can we submit Scanned copies of Bid rather than physically submission of the Bid documents?	It is madatory to submit the bids physically.
193	72	8.3 - 9	Bidder to quote ATS for each year at minimum of 20% of license cost.	Please elaborate Is it Maximum / Minimum of 20% of license cost ?	No change in the terms as per RFP
194	54	6.11 - C	i. to work with other Application Software packages at the Bank as interface; Request for Proposal (RFP) For Empanelment of Vendor for Customization/Development/ Maintenance/ Testing /Support Ref: BOI: HO: IT: AKA: 0273 Page 55 of 156 ii. to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the Bidder free of any additional License charge or fees or expenses.	In our opinion it should be handled by Change Request process if we are integrating any interface. Please clarify more to this point	No change in the terms as per RFP
195	24	5.1.3.5 - IV	Bank's IT security Policy in vogue should be followed in spirit which includes password management, change management, backup, patch update etc.	Is there any specific requirement to be adhered by Vendor while working from their office with respect to <b>Networks, Compliance, InfoSec, VPN/VDI, ODC, etc...?</b>	Yes, will be shared with successful vendors.
196	22	5.1.3.4.a	Helpdesk Support (Incident/ Problem Management)	Can you please share the detailed activity list required for Helpdesk Support.	Will be shared with the successful Vendors