

### CORRIGENDUM - III

Ref. No.: RFQ/UBI/DIGI/2021-22/07 dated 04.02.2022

**Subject:** Request for Qualification (RFQ) to evaluate and onboard System Integrator (SI) to implement end-to-end 'Digital Bank' (Design, Build, Launch and Maintenance) published on 07.02.2022 with last date of bid submission as 08.04.2022.

#### **Purpose of Addendum:**

1. Updated Bid Submission Date
2. New Eligibility criteria
3. New Clause & Annexure -T
4. Updated Annexure - 'A' Eligibility Criteria
5. Updated Annexure - 'B' Technical Evaluation Criteria
6. Replies to queries raised by prospective bidders

#### **1. Updated Bid Submission Date**

With reference to the RFQ issued by the Bank on 07.02.2022, all prospective bidders are hereby informed that the Bank has extended the last date of bid submission for RFQ as under:

| #  | Ref. & Page No.   | Revised Schedule of Events & Bid Details   |
|----|---|--|
| 1. | <b>Page no.5:</b> Schedule of Events & Bid Details<br><b>Page No. 19:</b> 12. Last Date for submission of RFQ | <ul style="list-style-type: none"><li>• Last date and time of Downloading of RFQ<br/><b>27.04.2022 by 15:00 Hours</b></li><li>• Last date and time for submission Of Bidding Document<br/><b>27.04.2022 by 16:00 Hours</b></li><li>• Date and Time of Technical Bid Opening<br/><b>27.04.2022 by 16:15 Hours</b></li></ul> |

## 2. New Eligibility Criteria

| # | Clause               | New / Revised Clause   |
|---|----------------------|--|
| 1 | Eligibility Criteria | <p>New Clause:</p> <p>The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or<br/> The Bidder is from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as Office Memorandum / Order and we submit the proof of registration herewith.</p> <p>Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder &amp; OSD\ OEM)<br/> Annexure - T</p> |
| 2 | Eligibility Criteria | <p>New Clause:</p> <p>The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process</p> <p>Letter of confirmation (self-certified by the letter signed authorized official of the bidder).</p>  |

## 3. New Clause & Annexure

### 1. Restriction on Procurement due to National Security

Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defense in India, or matters directly or indirectly, related thereto, including national security is applicable for this RFQ.

- 1.1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 1.2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 1.3. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 1.4. The beneficial owner for the purpose of (1.3) above will be as under:
  - (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
**Explanation**
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - (ii) In case of a partnership firm, the beneficial owner is the natural person(s). who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

1.5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

1.6. The shortlisted / successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

## 2. Preference to make in India initiative

2.1. Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

2.2. Preference will be given with the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make In India) issued by GOI. The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder\* submitting with Class-I/Class-II local content certificate for the quoted product.

\* Shortlisted Bidder needs to provide the certificate at the time of submission response to the final RFP.

## 4. Updated Annexure - 'A' Eligibility Criteria

*Only those bidders who fulfill the following criteria are eligible to respond this RFQ. Offers received from the bidders who do not fulfill all or any of the following eligibility criteria are liable to be rejected.*

| #  | Eligibility Criteria  | Document to be Submitted  | Complied Yes/No |
|----|---|---|-----------------|
| a) | The primary bidder should be a registered / incorporated company in India under Companies Act 1956/2013 and must have in existence for the last 10 years. | Certificate of Incorporation/ Registered Partnership Deed, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are |                 |

| #  | Eligibility Criteria   | Document to be Submitted   | Complied Yes/No |
|----|--|--|-----------------|
|    |  | required to be submitted along with the eligibility bid.   |                 |
| b) | The Primary Bidder should have a minimum annual turnover of at least Rs. 1,000 crores in each of the last three (3) financial years (2018-19, 2019-20 and 2020-21).  | Audited financial statements indicating the Annual turnover as required set forth in the eligibility criteria.<br><br>Or<br><br>If 2020-21 Financial Statements of any bidder is unaudited, then Financial statements for 2017-18, 2018-19 and 2019-20 will be considered, along with an undertaking letter from the bidder that FY 2020-21 statements are not audited.  |                 |
| c) | Bidder should have positive profit (as EBITDA i.e., Earnings before Interest, Tax, Depreciation & Amortization) in the last three financial years, (2018-19, 2019-20 and 2020-21).   | In this scenario Audited Financial statements for the financial year 2017-18, 2018-19 and 2019-20 are to be submitted.   |                 |
| d) | The Bidder should have experience in successful implementation, installation, integration, customization, management and maintenance of a Digital Banking Solution in at least one Schedule Commercial Bank in India having business mix of Rs. 1,50,000 crores and above as on 31.03.2021 or Global Bank having business mix of Rs. 1,50,000 crores and above as on 31.03.2021. The bidder should have implemented all the following Digital Banking modules in the last 5 years from the date of release of RFQ, should be live and running:<br>a. Mobile Banking (Financial and Non - Financial Transactions)<br>b. Internet Banking (Financial and Non - Financial Transactions)<br>c. Integration with 3rd parties companies for enabling digital | (i) Masked copy of Purchase order and Completion Certificate<br><br>(ii) Reference Letter from Client in Letter head clearly specifying the nature of work or Statement of Work or Master Service agreement copy documentary proof<br><br>(iii)<br><br>(a) Reference documents for business mix criteria issued by the client.<br><br>(b) For global experience, the currency conversion rate equivalent to INR will be considered prevailing on the last day of the financial year. |                 |

| #  | Eligibility Criteria  | Document to be Submitted   | Complied Yes/No |
|----|---|--|-----------------|
|    | onboarding journeys (Assets / Liabilities) / Financial Marketplace / eCommerce (Lifestyle Marketplace)  | Client letter stating implementation of Digital Banking Modules and in force.  |                 |
| e) | The Bidder should have experience in one successful Design / Implementation of Micro-Services Based Architecture in BFSI, India or global having business mix of Rs. 1,50,000 crores and above at the time of project as on 31.03.2021 in the last 5 years from the date of release of RFQ. | <p>(i) Masked copy of Purchase order and Completion Certificate</p> <p>(ii) Reference Letter from Client in Letter head clearly specifying the nature of work or Statement of Work or Master Service agreement copy documentary proof</p> <p>(iii)</p> <p>(a) Reference documents for business mix criteria issued by the client.</p> <p>(b) For global experience, the currency conversion rate equivalent to INR will be A copy of engagement letter/work order/ letter of award / email to bank from client's official email-id for each assignment to be furnished by the bidder</p> <p># -(In case of NBFCs / Small Finance Banks business mix of Rs. 20,000.00 Crores or above.)</p> |                 |
| f) | The Bidder should be OEM or Original Solution Developer (OSD) or their authorized partners or Service Provider (SP) or System Integrator (SI) of OEM/OSD in India with an authority to do customization/up-gradation during the period of contract with the Bank.                           | Self-Declaration   |                 |
| g) | The bidder to provide an undertaking that all the requirement highlighted as part of RFQ document are covered in  | Letter of Confirmation - Self Declaration  |                 |

| #  | Eligibility Criteria   | Document to be Submitted   | Complied Yes/No |
|----|--|--|-----------------|
|    | totality in the proposal submitted by the Bidder.  |  |                 |
| h) | Bidder should have at least 1000 resources in India i.e., 500 each in their practices of Digital and Analytics.  | Undertaking from the bidder on bidder's letter head signed by the Head of Human Resources of the bidder                          |                 |
| i) | Bidder should have an office registered in India and support office in Mumbai.   | List of branch / service center with full details of Name, Address / Telephone Numbers with escalation matrix should be attached |                 |
| j) | The Bidder should be with CMMi level 5, ISO 9001, ISO 27001 Certifications.  | A Valid Certificate Copy with Authorized Signatory from Bidder.  |                 |
| k) | The Bidder(s) (SI and OEM) should not be involved in any legal case that may affect the solvency /existence of firm or in any other way affect the bidder's capability to provide/ continue the services to the Bank.  | Self-attested copy of the relevant document  |                 |
| l) | <p>The Bidder(s) (SI and OEM) should not have been blacklisted by the Government of India / Reserve Bank of India or any financial regulator/ institution/ Court of Law in India or abroad.</p> <p>In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.</p> | An Undertaking by the Authorized Signatory on the letter head of the Bidder should be submitted in format given in Annexure E    |                 |
| m) | The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or  | Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally                        |                 |

| #  | Eligibility Criteria   | Document to be Submitted  | Complied Yes/No |
|----|--|---|-----------------|
|    | The Bidder is from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as Office Memorandum / Order and we submit the proof of registration herewith    | signed documents from authorized representative of bidder & OSD\ OEM)<br><br><b>Annexure -T</b> |                 |
| n) | The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process | Letter of confirmation (self-certified letter signed by authorized official of the bidder).     |                 |

**Note:** The bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Duly signed photocopies of relevant documents/certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify/evaluate the claims made by the vendor independently.

Bidder should be either an Original Equipment Manufacturer (OEM) or authorized partner of OEM. In case the bidder is an Authorized partner of the OEM, Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM. OEM can quote directly or through authorized partners. However, both i.e., OEM & their authorized partner cannot participate in the RFP. In case, both (OEM & his authorized partner) participate, only bid of the OEM will be considered.



## 5. Updated Annexure - B Technical Evaluation Criteria - Scoring Marks Internal

### Part -A - Bidder's qualification, capacity, and experience (Max Score 50)

| #  | Technical Evaluation Criteria - Parameters  | Max Score |
|----|---|-----------|
| 1. | <p>Average turnover in the last 3 years</p> <ul style="list-style-type: none"> <li>• &gt;1000 Crores &lt;=3000 Crores - Score of 1</li> <li>• &gt;3000 Crore &lt;=5000 Crore - Score of 2</li> <li>• &gt;5000 Crore-Score of 5</li> </ul>   | 5         |
| 2. | <p>Certifications possessed in connection with the quality of internal processes and services delivered / methodology used in delivery, ISO 9001, ISO 27001, (SEI) CMMI level 5, ISO 4001, ISO/IEC20000, ISO/IEC 27001:2013, ISO 31000:2018 in the last three years.<br/>Score of 1 (One) for each relevant certification. Max (5)</p>  | 5         |
| 3. | <p>No. of skilled resources on the payroll of bidder in India in the following areas (Subject Matter Expert):</p> <ol style="list-style-type: none"> <li>a. Data &amp; Analytics</li> <li>b. Digital Practice</li> <li>c. Cloud Technology</li> <li>d. API &amp; Microservices Technologies</li> <li>e. Security Practices</li> <li>f. Containerisation</li> <li>g. Digital Commerce</li> <li>h. Customer UI/UX Designer</li> <li>i. Technology Architect</li> <li>j. Software Developer (Web/Mobile), Finacle API Development, Bancsconnect, Internet Banking FEBA Customisations</li> </ol> <ul style="list-style-type: none"> <li>• &lt;=1,000 - Score of 1</li> <li>• &gt;1,000 and &lt;=1,500 score of 3</li> <li>• &gt;1,500 &lt;= 2,000 score of 5</li> <li>• &gt;2,000 Score of 10</li> </ul> | 10        |
| 4. | <p>Number of successful implementations, installation, integration, customization, management and maintenance of a Digital Banking Solution in Banks, in India or abroad having business mix of Rs. 1,50,000 crores and above as on 31.03.2021. The bidder should have implemented all the following Digital Banking modules (categories) in the last 5 years from the date of release of RFQ and should be live and</p>  | 25        |

| #  | Technical Evaluation Criteria - Parameters   | Max Score |
|----|--|-----------|
|    | <p>running:</p> <ul style="list-style-type: none"> <li>a. Mobile Banking (Financial and Non - Financial Transactions)</li> <li>b. Internet Banking (Financial and Non - Financial Transactions)</li> <li>c. Integration with Fintech companies for enabling digital onboarding journeys (Liabilities / Lending)</li> <li>d. Marketplace (Financial/Lifestyle) for enabling Sales of Third-Party Financial Products / e-commerce products / services</li> <li>e. API Integrations</li> </ul> <p>All the projects cited should be in the name of the Bidder and not in name of any parent, subsidiary or affiliate entity.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>(i) Masked copy of Purchase order and Completion Certificate</li> <li>(ii) Reference Letter from Client in Letter head clearly specifying the nature of work or Statement of Work or Master Service agreement copy documentary proof</li> <li>(iii) <ul style="list-style-type: none"> <li>(a) Reference documents for business mix criteria issued by the client.</li> <li>(b) For global experience, the currency conversion rate equivalent to INR will be</li> </ul> </li> </ul> <p>4. Implementation of above solutions in Indian Schedule Commercial Bank with Business Mix in last 5 years will carry 100% marks and implementation in global Banks will carry 50% marks.</p> <p>5. Only one credential can be furnished under one category/parameter. Single credentials fulfilling multiple parameter can be submitted.</p> <p>6. Completed projects which are live/active &amp; running at client.</p> <p>7. Bidder has to furnish the contact details such as SPOC Name, Designation, Mobile Number, email-id and arrange a reference call for the credential submitted. Credentials submitted should not be older than six months from the date of Bid submission.</p> <p>Scoring as per business mix will be applied individually to each of the 5 modules (Max marks 5 marks for each module) of 25 cumulatively for the specific criteria.</p> <p>Following multipliers will be applied basis the business mix of the reference organization.</p> <ul style="list-style-type: none"> <li>o Business Mix as on 31 March 2021</li> <li>&gt;1.5 Lakh and &lt;5 Lakh - 1marks</li> <li>&gt;=5 Lakh and &lt;10 Lakh - 2 Marks</li> <li>&gt;=10 Lakh and &lt;15 Lakh- 3 Marks</li> <li>&gt;=15 Lakh and &lt;20 Lakh- 4 Marks</li> <li>&gt;20 Lakh -Score of 5</li> </ul> |           |
| 5. | The Bidder should have experience in one successful Design / Implementation of Micro-Services Based Architecture in BFSI, India or   | 5         |

| #                          | Technical Evaluation Criteria - Parameters   | Max Score |
|----------------------------|--|-----------|
|                            | <p>global having business mix of Rs. 1,50,000 crores and above at the time of project as on 31.03.2021 in the last 5 years from the date of release of RFQ.</p> <p><i>All the projects cited should be in the name of the Bidder and not in name of any parent, subsidiary or affiliate entity.</i></p> <p>A copy of engagement letter/work order/ letter of award for each assignment to be furnished by the bidder.<br/># -(In case of NBFCs / Small Finance Banks business mix of Rs. 20,000.00 Crores or above.)</p> |           |
| <b>Total Score Part- A</b> |  | <b>50</b> |

**Part -B- Capability, Proposed Methodology, Approach, and Implementation Plan (Max Marks 50)**

| #                         | Parameters  | Max Score |
|---------------------------|---|-----------|
| 1.                        | <ul style="list-style-type: none"> <li>a. Understanding of bank's requirements</li> <li>b. High Level Project Requirements &amp; Strategy</li> <li>c. Project Approach &amp; Implementation methodology</li> <li>d. Use of data analytics to drive growth</li> <li>e. Dependencies and Risk &amp; Mitigations Plan</li> <li>f. Team role and number of resource deployment</li> </ul> | 10        |
| 2.                        | Integration & Modernisation roadmap, Turnkey Business Proposition   | 5         |
| 3.                        | Past turnkey success stories with focus on strategy & technology adopted, timeline adherence, FinTech partnership etc.,   | 5         |
| 4.                        | Proposed Approach and Methodology, capability demonstration, (Presentation to be made by the Bidder)  | 30        |
| <b>Total Score Part-B</b> |   | <b>50</b> |

**The total marks (Part-A & B) for this evaluation are 100 marks.**

Bidders shall submit proof of document for criteria detailed above. The Bidder needs to achieve a cut - off score of 75 marks in the technical evaluation and those Bidders who achieve the specified cut - off scores would be short-listed for RFP. Bank subsequently shall be floating a Request for Proposal (RFP) to those bidders who qualify in RFQ process for selection of bidder after signing a Non-Disclosure Agreement with the Bank in a specific format. However, it is the banks discretion to ask for any additional documents, inputs or proof of concepts at later point of time for the purpose of bidder evaluation.



## 6. Replies to queries raised by prospective bidders

| # | Clause No               | Pg. No. | Query  | Bank Response   |
|---|-------------------------|---------|--|---|
| 1 | 3, Objective, Point 3.3 | 9       | <p>We understand that the bank wants a Grounds up Solution so that they own the IP of the solution.</p> <p>Our understanding is that the IP's of the Channels (Mobility, Web Applications, Assisted Channels) , Functional Logic built etc for the complete Digital Bank will all be the IP of Union Bank of India.</p> <p>However as part of the implementation , can the bidder propose to use some proprietary solutions which function as an Orchestration Layer , Workflow Mgmt etc , API Layer. Any components (Proprietary products) that will be proposed will not affect the overall solution and can be independently replaced at any point in the future.</p> <p>However the Final Solution of Digital Bank built will be the IP of Union Bank of India . Is this understanding correct ?</p> | Bank wants to own the IP of full solution. The bidder may use only industry standard frameworks / COTS like containerization platform, API gateway etc. to build the solution. There should not be any proprietary solution |
| 2 | 3.3                     | 9       | Request Bank to modify this clause since there are Platforms already available to suit the requirements. The Platform can be offered in the form of license in the name of the Bank, ATS & one time implementation fee   | Bank wants to own the IP of full solution. The bidder may use only industry standard frameworks / COTS like containerization platform, API gateway etc. to build the solution. There should not be any proprietary solution |

| # | Clause No               | Pg. No. | Query   | Bank Response   |
|---|-------------------------|---------|---|---|
| 3 | 4. Scope of Work:       | 10      | Is bank looking for a BOOT BOOT- Build Own Operate and Transfer) model as commercial construct? If yes, what will be the duration of contract.<br><br>Is bank is looking for a Hydrid Cloud Solution deployment?<br>.   | Please be guided by the RFQ.<br><br>Details will be provided to selected bidder   |
| 4 | 4. Scope of Work:       | 10      | Request bank to elaborate more on Branch Portal what is expected high level functionality.  | Branch Portal should enable use cases / journeys in assisted mode   |
| 5 | 4.1.1                   | 10      | Please confirm which types / models of wearables will be in scope of app? What kind of functionalities will be required for app on wearables?   | Details will be provided to shortlisted/successful bidder.  |
| 6 | 4.2 Customer Experience | 10      | Does the Bidder also have to take care of the UX Design ? Alternatively will the UX Design, Customer Journey Wireframes be design by the Bank of by the Digital Consultant and share with the SI / Implementation Partner ?   | Yes. Bidder will have to create UI/UX.  |
| 7 | 4.2.4 , 4.5.4           | 10      | What Is the scope of the Analytics restricted to the Digital Platform. The AI Model that need to be built will be focussed on detecting customer journey breaks , Next Best Offer etc. Is this understanding correct or will the scope be to consume the AI Model built in coordination with the Data Lake Project Team ? | Please be guided by the RFQ.  |
| 8 | 4                       | 10      | Request Bank to modify this clause since there are Platforms already available to suit the requirements. The Platform can be offered in the form of license in the name of the Bank, ATS & one time implementation fee  | Bank is expecting the bidder the develop the complete platform as per Bank's requirements. The IPR of the delivered solution will be owned by the Bank. |
| 9 | Scope of Work:Channels: | 10      | Request to eloborate the Mobile platform/ OS to start with for the Digital Banking solution   | Details will be provided to shortlisted/successful bidder.  |

| #  | Clause No                    | Pg. No. | Query  | Bank Response  |
|----|------------------------------|---------|--|--|
| 10 | 4.2<br>Customer Experience : | 10      | Kindly describe the reusable digital asset library to be built, and share the external components to be integrated with the same.  | Please be guided by the RFQ.   |
| 11 | 4.3.7                        | 11      | Will the bidder be required to develop these capabilities in proposed Digital Bank platform or the Bank has in-house capabilities which the bidder will need to utilise through API integration  | Bidder has to develop in consultation with Bank.   |
| 12 | 4.3.2                        | 11      | Please confirm if bank is looking for both Retail and Corporate onboarding solutions to be built on the Unified Digital banking platform   | Yes  |
| 13 | 4.3.1                        | 11      | Please confirm if the Bank has the LOS system to integrate with proposed solution  | Bank will provide APIs for integration with bank LOS   |
| 14 | 4.4.2                        | 11      | Please confirm if the Bank has the API Manager through which all the API's will be consumed or exposed - Kindly share details on the same  | Bidder needs to propose API Management Solution  |
| 15 | 4.3.5                        | 11      | Please share more details on the Embedded finance and kindly specify the use cases envisioned  | Details will be provided to shortlisted/successful bidder.                                   |
| 16 | 4.3.4                        | 11      | What kind of Non Financial Lifestyle products will UBI consider as part of the Lifestyle Marketplace.<br>Is the consideration to embed Third Party Mini Apps like Zomato, Swiggy, Travel etc) as part of the Digital Bank Framework for Mobility ? | Yes, understanding is correct.   |
| 17 | 4.3.3                        | 11      | If the Loan Application process is provided entirely by a Fintech then would the UI/UX functionality be provided by the Fintech or the Bidder  | Bidder needs to build the UI/UX functionality as per the UI/UX journey provided by the Bank. |
| 18 | 4.3.7                        | 11      | Will the Bank have a separate RFP for providing the detailed requirements of this Case Management platform   | Details will be provided to shortlisted/successful bidder.                                   |
| 19 | 4.3.7                        | 11      | Does the Bank have any existing Collections platform/application or this will be a completely new Platform for the Bank  | Details will be provided to shortlisted/successful bidder.                                   |

| #  | Clause No            | Pg. No. | Query  | Bank Response  |
|----|----------------------|---------|--|--|
| 20 | 4.3 Functionalities: | 11      | Share the STP driven operating model, banking services and details of the segment of customers   | Details will be provided to shortlisted/successful bidder.         |
| 21 | 4.3 Functionalities: | 11      | Request to share the APIs required for Integration for 'Digital Bank' platform   | Bank will provide APIs for integration with bank LOS               |
| 22 | 4.3 Functionalities: | 11      | Share the details of the third party financial products to be integrated for Digital Banking solution  | Details will be provided to shortlisted/successful bidder.         |
| 23 | 4.3 Functionalities: | 11      | Please elaborate on Digital capabilities required for Implementation end to end Digital bank   | Details will be provided to shortlisted/successful bidder.         |
| 24 | 4.3 Functionalities  | 11      | Kindly share the details of the partnerships ecosystem planned for digital banking platform  | Details will be provided to shortlisted/successful bidder.         |
| 25 | 4.3 Functionalities  | 11      | Elaborate on the reusable technical components to be planned for Digital Banking solution  | Details will be provided to shortlisted/successful bidder.         |
| 26 | 4.6                  | 12      | What is the overall Implementation timelines Bank is looking at ?  | Details will be provided to shortlisted/successful bidder.         |
| 27 | 4.6                  | 12      | Can the bidder leverage Bank's existing DevOps, DevsecOps environment for building this digital platform?  | Bidder has to setup DevOps, DevsecOps environment                  |
| 28 | 4.6                  | 12      | Will Bank provide the required VPN connectivity for remote working during the Implementation period ?  | Necessary access will be provided during the pandemic period only. |
| 29 | 4.5.4                | 12      | Will the bidder be required to develop analytical models or will be models be prepared by ACoE and the output to be consumed by Digital Bank Platform? | Details will be provided to shortlisted/successful bidder.         |



| #  | Clause No                              | Pg. No. | Query   | Bank Response  |
|----|--|---------|---|--|
| 30 | 4.5.1                                  | 12      | Please confirm if the Bank has Datawarehouse wherein the data needs to be sent or connect to collate the data.<br>Also, Please confirm if the bank already has an Analytics and reporting tool to provide the insights and reports that the proposed solution has to connect - Kindly clarify             | Details will be provided to shortlisted/successful bidder.   |
| 31 | 4.6 ,<br>Implementation<br>Methodology | 12      | Can we propose a proprietary Accelerator / Platform for accelerating the development of the Digital Bank. All the custom logic built for Omni Channel experience built on Channels like Web Application and Super App will be the IP of the Bank ?<br>Can we consider this understanding to be accurate ? | Bank wants to own the IP of full solution. The bidder may use only industry standard frameworks / COTS like containerization platform, API gateway etc. to build the solution. |
| 32 | 4.5.4                                  | 12      | What reports/outcomes of the ACoE does the Bank envisage those are not covered in the Broad Analytics scope mentioned in 4.5.1.   | Details will be provided to shortlisted/successful bidder.   |
| 33 | 4.5.6                                  | 12      | Which all functions does the Bank require Capacity Planning to be done.   | Details will be provided to shortlisted/successful bidder.   |
| 34 | 48                                     | 12      | Its proposed that confidentiality obligation shall survive for a period of three years after expiry or termination of Agreement, whichever is earlier.  | Please be guided by the RFQ.   |
| 35 | 4.6.1                                  | 12      | Is the bank expecting a bespoke solution or an OEM COTS solution?   | Bank will own the IPR and bidder has to transfer IPR of the proposed solution to the Bank.   |
| 36 | 4.5.<br>Analytics &<br>Reporting       | 12      | What are the platforms and applications to be supported in the Analytics & Reporting  | Details will be provided to shortlisted/successful bidder.   |
| 37 | 4.5.<br>Analytics &<br>Reporting       | 12      | Please share the business cases for the mandatory analytical models to be built   | Models such as cross sell, up sell, propensity, collection etc. Bidder can propose use cases   |

| #  | Clause No | Pg. No. | Query   | Bank Response   |
|----|-----------|---------|---|---|
| 38 | 4.6.6     | 13      | If the Bank needs the Digital Bank to run as an independent bank leveraging on the Digital Banking license, will the existing Core Systems of Record like (CBS, GL, Loans System) etc be the same a or will there be a separate independent replicated instance for which we will have to re wite all the interfaces with the Digital Platform.   | Details will be provided to shortlisted/successful bidder.                              |
| 39 | 4.6.9     | 13      | Is settling up of Digital centre of Excellence in scope of the RFQ?   | Yes.  |
| 40 | 4.7.2     | 14      | Where are these internal systems deployed currently. How many of these have API's enabled.  | Details will be provided to shortlisted/successful bidder.                              |
| 41 | 4.7.2     | 14      | How are the current Customers and Bank Employees authenticated. Is there a LDAP / IDAM in place ?   | Details will be provided to shortlisted/successful bidder.                              |
| 42 | 4.6       | 14      | Does the Bank have a current API Banking Platform and Sandbox environment for Third Party Developers / Fintechs to leverage on  | No. Bidder has to propose the same.   |
| 43 | 4.7.4     | 14      | 1. What is the current DC, DR and Near DR setup.<br><br>2.. Is the Bank looking for dedicated or shared infrastructure with logical segregation<br><br>3. Bidder proposes the solution being hosted at bidders data center.   | 1. Details will be provided with selected/shortlisted Bidder.<br>2. Dedicated<br>3. No. |
| 44 | 4.7.2     | 14      | Integrations will be required with bank's internal systems including, <del>but not limited to</del> , Core Banking System, CRM System (Sales, Service, Feedback & Relationship, Campaign Management etc.), Enterprise Fraud Risk Management System, Government Business Module, BC24 / Finacle Integrator, communication (Short Message Services (SMS) , email, notification, video, IVR, WhatsApp, Chat etc.), 2FA system, | Please be guided by the RFQ.  |

| #  | Clause No | Pg. No. | Query   | Bank Response  |
|----|-----------|---------|---|--|
|    |           |         | UPI system, PIM / EAI, Credit Card system, Card System, Loan Origination System, IMPS/NEFT/RTGS, Demat, Video KYC, Financial Inclusion Gateway, Document Management System (DMS), ATM Switch, BBPS, Debit Card Management System, Video KYC, PG, Email Gateway, Reconciliation System, loyalty rewards, IVRS, Call Center, Anti Money Laundering (AML), Trade Finance / Supply chain finance, Cash Management System (CMS), Early Warning System (EWS), Insurance, Mutual Funds, Credit Bureaus, etc. |  |
| 45 | 4.9.1     | 15      | As the Infrastructure hosting going to happen in Bank's existing Datacenter can bidder leverage existing perimeter security devices (Firewall, WAF etc) and Network (Core Switch, Access Switch) devices of the Bank?   | Details will be provided to shortlisted/successful bidder. |
| 46 | 4.9.1     | 15      | Bidder assumes that the bidder can leverage existing end point security solutions(Anti-virus/Anti-Malware) of the Bank. Please confirm.   | Details will be provided to shortlisted/successful bidder. |
| 47 | 4.9.1     | 15      | Bidder assumes that existing ITSM and ITOM tools (Ticketing & Monitoring tools ) of the Bank can be leveraged? Please confirm.  | Details will be provided to shortlisted/successful bidder. |
| 48 | 4.9.1     | 15      | Bidder can't provide Network Links as per TRAI regulations. Bidders assumes that there is existing connectivity between datacenters and same can be leveraged. Please confirm our understanding.  | Bank will provide the required connectivity.               |
| 49 | 4.9.3     | 15      | Bidder's understanding is that the availability requirement of five nines is at application level. Please confirm.  | 99.99 should be good enough at overall solution level.     |
| 50 | 4.9.5     | 15      | Bidder assumes that Level 1 helpdesk support will be provided by the Bank. Please confirm   | Details will be provided to shortlisted/successful bidder. |

| #  | Clause No | Pg. No. | Query   | Bank Response  |
|----|-----------|---------|---|--|
| 51 | 4.9.5     | 15      | 1.Can bidder propose a onsite / remote model keeping in mind the ongoing pandemic situation?<br>2.Will Bank provide the required VPN connectivity for ongoing FMS services?   | Necessary access will be provided only during the pandemic period. |
| 52 | 4.8.4     | 15      | It is assumed that bank will perform the VA/PT scan periodically and Bank will provide the reports of the same to the bidder. The scope of the bidder is to perform remediation activities only. Please confirm our understanding.  | Yes  |
| 53 | 4.9.4     | 15      | Since the bank is embarking on a major digital transformation initiative, it is recommended that the bank leverages / sets-up private cloud and onboards the bidder to develop and manage the software application & platform only.<br>This will also allow the bank to continue to onboard fintech partners on the same infrastructure as the bidder may not be able to manage infrastructure for solutions / applications deployed outside the bidder's scope | Details will be provided to shortlisted/successful bidder.         |
| 54 | 4.8.4     | 15      | Who is responsible for performing VAPT ? Is there a Security team in UBI who performs VAPT for the proposed solution ?  | VAPT will be performed by Bank's IT Team                           |
| 55 | 4.9.1     | 15      | Is UBI Open for a Hybrid Cloud based solution leveraging one of the Hyperscalers in the market ( Azure or AWS )   | Please be guided by the RFQ  |
| 56 | 4.9.2     | 15      | Is a Near DR required ? Since this is not a Core banking application and would have the Transactional data only, please clarify if Near DR is required for the platform.  | Yes. NDR will be required  |

| #  | Clause No   | Pg. No. | Query   | Bank Response  |
|----|---|---------|---|--|
| 57 | 4.8. Security, Risk and Compliance                  | 15      | <p>Bidder proposes the following modifications to the clause</p> <p>4.8.2. To ensure the product/features are complying to various <u>current guidelines/advisories</u> issued by RBI/NPCI/SEBI/IRDA/etc., such as Digital Payment Security Controls, Mobile Banking Operating guidelines, Data Privacy etc., Also, to ensure app hygiene and secure channel to enhance trust. <u>In case any changes required in the product/features due to change in guidelines/advisories issued by RBI/NPCI/SEBI/IRDA/etc or any other regulatory, statutory and Government authority, such changes shall be done through change management procedure as decided mutually by both the parties where an equitable adjustment shall be made in the Contract Price and delivery schedule.</u></p> | Until the Production Deployment, Bidder has to incorporate the changes without any cost to Bank. |
| 58 | 4.8.3   | 15      | Bidder would like review the requirement once the engagement model is finalized   | Details will be provided to shortlisted/successful bidder.                                       |
| 59 | 4.9. Infrastructure & Operations and tools - 4.9.4. | 15      | Our understanding that the infra for Fintech Partners and their solution is already in place or bank will provided the same, Selected bidder just need to support the infrastructure and the call with respective teams if any issue.   | Details will be provided to shortlisted/successful bidder.                                       |

| #  | Clause No | Pg. No. | Query   | Bank Response   |
|----|-----------|---------|---|---|
| 60 | 4.9       | 15      | <p>Are there any Existing monitoring tools in the areas listed below? Can these tools be leveraged by SI to support?</p> <ul style="list-style-type: none"> <li>• Server Monitoring</li> <li>• Network Monitoring</li> <li>• Storage Monitoring</li> <li>• Database Monitoring</li> <li>•.Application Monitoring</li> </ul> <p>Please let us know the version numbers, how many licenses procured and actually used, License and support contract expiry date.</p> <p>If there are Multiple Tools, please provide more details. (it will help us to avoid duplication of tools and reduce overall cost)</p> | Details will be provided to shortlisted/successful bidder.                                |
| 61 | 4.9       | 15      | Does the customer already have a ticketing solution? Can these tool be leveraged by SI to support? If Yes, pls provide ticketing solution (Tool Name, Version number) details?  | Details will be provided to shortlisted/successful bidder.                                |
| 62 | 20        | 15      | <p>Bidder seeks to clarify that a notice period/cure period of at least 30 days to be given for termination.</p> <p>Termination shall be subject to payment of termination fees which will include:</p> <p>a) Deliverables already completed but not paid and work in progress</p>  | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |
| 63 | 20        | 15      | Its proposed that considering scope of work, risk purchase obligation on Bidder shall not be applicable and requested to be deleted.  | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |
| 64 | 4.9.1     | 15      | The bidder will be responsible for end-to-end provision and management of infrastructure required for proposed solution. This will include, <del>but not limited to</del> , storage,  | Please be guided by the RFQ   |

| #  | Clause No | Pg. No. | Query   | Bank Response   |
|----|-----------|---------|---|---|
|    |           |         | servers, firewalls, links, Web Application Firewall (WAF), Network, facility management services, Operating System, Database, tools, etc  |   |
| 65 | 20        | 16      | Its proposed that (i) Audit should be conducted once per annum; (ii) Audit should be restricted to records pertaining to the Services and Deliverables under the Agreement; (iii) Audit should be subject to prior written notice of period as may be mutually agreed between the parties, ideally 15 days (iv) the cost of audit is to be borne by the Bank and (v) Bank shall not be entitled to audit any data or information of other customers or clients of Bidder or Bidder's Internal cost records  | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |
| 66 | 20        | 16      | Its proposed that Bidder shall have the right to amend or withdraw its bid pursuant to amendments made by the Bank.   | Please be guided by RFQ.  |
| 67 | 4.10      | 16      | How many customer journeys is the bank envisaging as a part of the overall solution?  | Details will be provided to shortlisted/successful bidder.                                |
| 68 | 49        | 17      | Its proposed that (i) Audit should be conducted once per annum; (ii) Audit should be restricted to records pertaining to the Services and Deliverables under the Agreement; (iii) Audit should be subject to prior written notice of period as may be mutually agreed between the parties, ideally 15 days (iv) the cost of audit is to be borne by the Bank and (v) Bank shall not be entitled to audit any data or information of other customers or clients of Bidder or Bidder's Internal cost records. | Please be guided by RFQ.  |
| 69 | 10.1      | 18      | There is a contradiction in the due date and time. Please confirm   | Please refer Corrigendum III  |

| #  | Clause No | Pg. No. | Query   | Bank Response  |
|----|-----------|---------|---|--|
| 70 | 49        | 18      | Its proposed that any Intellectual Property Rights created/developed for Bank (except pre-existing Bidder's Property or third party software embedded in the Deliverables) developed or modified by Bidder, shall upon receipt of full payment by Bidder from the Bank stand assigned to the Bank. Bank shall have no rights, title, or interest in Bidder' pre-existing IP Property. | Please be guided by the RFQ                                |
| 71 | 50        | 18      | Its proposed that Bidder's liability to Bank shall be limited for fines and penalties paid by Bank to governmental authorities as a sole result of Bidder's violation of applicable law   | Please be guided by the RFQ                                |
| 72 | 12        | 19      | Request Bankt to extend the RFQ submission date to 15th March 2022.   | Please refer corrigendum - III                             |
| 73 | 12        | 19      | There is a contradiction in the due date and time. Please confirm   | Please refer Corrigendum III                               |
| 74 | 13        | 19      | What will be the PBG and EMD amount and the duration, if any?   | Details will be provided to shortlisted/successful bidder. |
| 75 | Legal T&C | 20      | All Legal T&C are requested to discuss at the RFP stage.  | Please be guided by the RFQ                                |
| 76 | 15        | 20      | Performance Bank Guarnatee and Security Deposit details are not mentioned in the RFQ. Bidder's understanding is that these details will be provided in the RFP. Please confirm.   | Details will be provided to shortlisted/successful bidder. |



| #  | Clause No | Pg. No. | Query   | Bank Response   |
|----|-----------|---------|---|---|
| 77 | 15        | 20      | Bidder request the bank to provide a cure period of 30 days for parties to perform the root cause analysis and implement remediation plan before engaging any third party for the execution of the balance of the contract.<br>The additional expenditure shall not exceed the amount agreed under the contract between the Bank and the Bidder for the execution of the remaining obligations under the contract.  | Please be guided by the RFQ.  |
| 78 | 15        | 20      | The bidder requests the bank to modify the clause as follows:<br>the bidder is bound to make good the additional expenditure, maximum upto 5% of TCO, which the Bank may have to incur for the execution of the balance of the contract.  | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |
| 79 | 15        | 20      | We propose a more balanced clause: Either party may terminate this Agreement, with ninety days prior written notice, if the other party has committed a material breach of this Agreement and if such breach has not been cured during the notice period. Bank shall pay the Bidder for all products and services provided up to the effective date of termination. In the event of termination by the Bidder for any non-payment of invoices by the Bank the notice period would be thirty days. | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |
| 80 | 14        | 20      | There may be some services which may require a OEM to support the implementation. Is such subcontracting to OEM allowed ?   | Subcontracting with OEM is permitted.   |

| #  | Clause No | Pg. No. | Query  | Bank Response  |
|----|-----------|---------|--|--|
| 81 |           | 20      | As this a complex bid where in we would have partner other OEM's and Partner to delivery the solution thus request you to allow sub contracting or working in consortium for this RFP. Proposed revised clause.The selected service provider/ vender shall subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project with prior approval from Bank at the time of bidding | Consortium is not allowed.<br>In case any specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. |
| 82 | 15        | 20      | Before cancellation of order, the bidder should be given an opportunity of being heard and the final decision should be taken post such discussions.   | Please be guided by RFQ.   |

| #  | Clause No        | Pg. No. | Query   | Bank Response  |
|----|------------------|---------|---|--|
| 83 | 15. Termination: | 20      | <p>Bidder proposes the following modifications to the clause</p> <p>Bank reserves the right to terminate this RFQ/Request for Proposal (RFP) at any stage without any notice or assigning any reason. At any time during the course of the RFQ/RFP process or before contract or after execution of the contract that one or more terms and conditions laid down in this RFQ/RFP has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract/eligibility to participate in the RFP <del>and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.</del> After the award of the contract, if the selected bidder does not perform <del>satisfactorily as per the agreed scope of work or delays execution of the contract for the reasons solely and</del> <u>directly attributable to the Bidder, the Bank reserves the right to terminate the contract if the Bidder fails to cure the failure or breach within 30 days of notice period issued by the Bank and forfeit the performance bank guarantee. In case of termination of the contract, Bank shall make payment for all the services provided to the Bank till the date of termination. <del>get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract.</del> The Vendor shall also have the right to terminate the contract for cause if Bank materially breaches the contract , provided Bidder gives Bank notice of such breach and it remains uncured after 30 days following notice.</u></p> | <p>Bank reserves the right to terminate this RFQ/Request for Proposal (RFP) at any stage without any notice or assigning any reason. At any time during the course of the RFQ/RFP process or before contract or after execution of the contract that one or more terms and conditions laid down in this RFQ/RFP has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract/eligibility to participate in the RFP. After the award of the contract, if the selected bidder does not perform satisfactorily as per agreed scope of work or delays execution of the contract for the reasons solely attributable to the bidder, the Bank reserves the right to terminate the contract if the bidder fails to cure the failure or breach within 30 days of notice period issued by the Bank and forfeit the performance bank guarantee. Further, bank may get the balance contract executed by another party of its choice by giving one month notice for the same. In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract.</p> |

| #  | Clause No       | Pg. No. | Query  | Bank Response            |
|----|-----------------|---------|--|--------------------------|
| 84 | 15              | 20      | In such event, Bidder shall be liable to pay expenditure upto 110% of total contract value.  | Please be guided by RFQ. |
| 85 | 15. Termination | 20      | Recommended additional expenditure / step in cost shall be capped at 110% of the value of undelivered goods, works or services.  | Please be guided by RFQ. |
| 86 | 14              | 20      | The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. <b>However, where bidder has employees working on franchisee, it will not be considered as sub contracting.</b> In case any specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. <del>Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing</del> | Please be guided by RFQ. |

| #  | Clause No | Pg. No. | Query  | Bank Response            |
|----|-----------|---------|--|--------------------------|
| 87 | 15        | 20      | <p>Bank reserves the right to terminate this RFQ/Request for Proposal (RFP) at any stage <del>without any</del> <b>with 60 days notice along with a 30 days cure period</b> notice or assigning any reason. At any time during the course of the RFQ/RFP process or before contract or after execution of the contract that one or more terms and conditions laid down in this RFQ/RFP has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract/eligibility to participate in the RFP <b>if the bidder fails to cure the default within cure period and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.</b> After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving <del>one</del> <b>two</b> month notice for the same, In such an event, the bidder is bound to make good the additional expenditure <b>capped at 10% of such additional amount</b> which the Bank may have to incur for the execution of the balance of the contract <b>In the event of termination pursuant to the provision of this clause, the bank shall be liable to pay the bidder for the following amounts until the date of termination:</b></p> <ul style="list-style-type: none"> <li>a) Goods delivered</li> <li>b) Services rendered</li> <li>c) Work in progress</li> <li>d) Third party orders in pipeline which cannot be cancelled despite Contractor's best efforts</li> <li>e) Unrecovered investments shall be paid by customer as per termination schedule till the date of termination.</li> </ul> | Please be guided by RFQ. |

| #  | Clause No                          | Pg. No. | Query  | Bank Response            |
|----|------------------------------------|---------|--|--------------------------|
| 88 | 16                                 | 20      | Cancel the RFQ/RFP at any stage <b>prior to submission of the bids</b> , without assigning any reason whatsoever.  | Please be guided by RFQ. |
| 89 | 16                                 | 20      | § Revise any part of the tender document, by providing a written addendum at any stage till the <del>award of the contract</del> <b>submission of the bid</b> . The Bank reserves the right to issue revisions to this tender document at any time before the <del>award date</del> <b>submission of the bid</b> . The addendums, if any, shall be published on Bank's website, Govt. Tender Portal & ABC Procure. | Agreed                   |
| 90 | 7. Representation and Warranties : | 21      | <del>The bidder</del> <u>Each Party</u> covenants and represents to the <del>Bank</del> <u>Other Party</u> the following: 17.1. It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated. 17.2. It has the corporate power and authority to enter into Agreements and perform its obligations there under                             | Agreed                   |
| 91 | 20.3                               | 22      | Bank reserves the right, at any time <b>prior to the submission of the bids</b> , to waive/modify any of the requirements of this RFQ document if it is deemed in the interest of the Bank   | Agreed                   |
| 92 | 21. Terms & Conditions             | 23      | <del>21.7. Lodgement of an RFQ is evidence of an applicant's consent to comply with the terms and condition of RFQ process.</del> If an applicant fails to comply with any of the terms, its RFQ may be summarily rejected.  | Agreed                   |
| 93 | 21.9                               | 24      | All submissions remain the property of the Bidder and the Bidder shall retain the IPR under such documents.  | Please be guided by RFQ. |

| #  | Clause No              | Pg. No. | Query   | Bank Response               |
|----|------------------------|---------|---|-----------------------------|
| 94 | 21. Terms & Conditions | 24      | 21.9. Willful misrepresentation of any fact in the RFQ will lead to the disqualification of the applicant <del>without prejudice to other actions that the Bank may take.</del> The RFQ and the accompanying documents will become property of Bank. The applicants shall be deemed to license, and grant all rights to Bank, to reproduce the whole or any portion of their product/solution for the purpose of evaluation, <del>to disclose the contents of submission to other applicants and to disclose and/ or use the contents of submission as the basis for RFQ process.</del> | Agreed                      |
| 95 | 21.9                   | 24      | Its proposed that each party shall own all right, title, and interest in all intellectual property rights as it owned on the date of this RFQ process.<br>Bidder proposes that subject to confidentiality obligation, Bank can share the Bidder's product/solution for the purpose of evaluation. However, Bank shall be prohibited from disclosing the contents of submission to other applicants and to disclose and/ or use the content of submission.   | Agreed                      |
| 96 | 21.13                  | 24      | . Bank reserves the right to terminate this RFQ/RFP at any stage <b>prior to submission of the bids</b> without any notice or assigning any reason.   | Please be guided by the RFQ |

| #  | Clause No | Pg. No. | Query   | Bank Response               |
|----|-----------|---------|---|-----------------------------|
| 97 | 21.24     | 25      | <p>The Bank shall have the right to cancel the RFQ process itself at any time <b>prior to submission of the bids</b>, without thereby incurring any liabilities to the affected Applicants. Reasons for cancellation, as determined by the Bank in its sole discretion include <del>but are not limited to</del>, the following:</p> <p>21.24.1. Services contemplated are no longer required.</p> <p>21.24.2. Scope of work not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments.</p> <p>21.24.3. The project is not in the best interest of the Bank.</p> <p><del>21.24.4. Any other reason.</del></p> | Please be guided by the RFQ |



| #  | Clause No              | Pg. No. | Query   | Bank Response               |
|----|------------------------|---------|---|-----------------------------|
| 98 | 21. Terms & Conditions | 26      | <p>21.26. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFQ. The bidder represents that the proposal to be submitted in response to this RFQ shall meet the proposed RFQ requirement. If any services, functions or responsibilities not specifically described in this RFQ are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFQ, they shall <u>not</u> be deemed to be included within the scope of the deliverables or services, <del>as if such services, functions or responsibilities were specifically required and described in this RFQ</del> and shall be provided by the bidder at <del>no an</del> additional cost to the Bank. <del>The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for performance of all provisions and terms and conditions of this RFQ, the Bank expects the bidder to fulfill all the terms and conditions of this RFQ.</del></p> | Please be guided by the RFQ |

| #  | Clause No | Pg. No. | Query  | Bank Response               |
|----|-----------|---------|--|-----------------------------|
| 99 | 21.26     | 26      | Bidder proposes that any services falling beyond scope of work shall be delivered by Bidder as per agreed commercial terms and delivery timelines, under a change control mechanism. | Please be guided by the RFQ |

| #   | Clause No | Pg. No. | Query   | Bank Response               |
|-----|-----------|---------|---|-----------------------------|
| 100 | 21.26     | 26      | <p>The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFQ. The bidder represents that the proposal to be submitted in response to this RFQ shall meet the proposed RFQ requirement. If any services, functions or responsibilities not specifically described in this RFQ are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFQ, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFQ and shall be provided by the bidder at <del>no</del> <b>mutually agreed</b> additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for performance of all provisions and terms and conditions of this RFQ, the Bank expects the bidder to fulfill all the terms and conditions of this RFQ.</p> | Please be guided by the RFQ |

| #   | Clause No                                       | Pg. No. | Query  | Bank Response  |
|-----|---|---------|--|--|
| 101 | 24. Annexure - A Eligibility Criteria (Point 3) | 28      | Request bank to change the clause as ' Bidder should have positive profit (as EBITDA i.e., Earnings before Interest, Tax, Depreciation & Amortization) in atleast two out of the last three financial years, (2018-19, 2019-20 and 2020-21) '.   | Please be guided by the RFQ  |
| 102 | 24. Annexure - A Eligibility Criteria (Point b) | 28      | Request Bank of relax / remove this clause   | Please be guided by the RFQ  |
| 103 | 24, Eligibility Criteria , Annexure A , Point b | 28      | <p>Business Mix of 1,50,000 Crores INR is common for lot of banks in India when we add up all the Liabilities and Advances together.</p> <p>This clause is pertainin to the BFSI industry whih encompasses Insurance, AMC's, NBFC's. Apart from the top 2 Life Insurers in India i.e LIC and HDFC Standard Life , all other Insueres have a business size of less than 1,50,000 Crores. Keeping the above in mind</p> <p>Request the bank to modify this clause to the below "</p> <p>The Bidder should have experience in one successful Design / Implementation of Micro-Services Based Architecture in BFSI, India or global having business mix of Rs. 75,000 crores and above at the time of project as on 31.03.2021 in the last 5</p> | <p>Modified Clause:</p> <p>The Bidder should have experience in one successful Design / Implementation of Micro-Services Based Architecture in BFSI, India or global having business mix of Rs. 1,50,000 crores and above at the time of project as on 31.03.2021 in the last 5 years from the date of release of RFQ.</p> <p># -(In case of NBFCs / Small Finance Banks business mix of Rs. 20,000.00 Crores or above.)</p> |

| #   | Clause No                                       | Pg. No. | Query   | Bank Response  |
|-----|---|---------|---|--|
|     |   |         | years from the date of release of RFQ.<br>"   |  |
| 104 | 24, Eligibility Criteria , Annexure A , Point b | 28      | Can we submit Masked PO for substantiate this clause ? In the earlier Eligibility Point a, Masked PO has been mentioned as acceptable | Yes  |
| 105 | 24, Eligibility Criteria , Annexure A , Point b | 28      | Does Tax collection agencies also qualify under BFSI ? For ex Central Board of Direct and Indirect Taxes                              | BFSI means Sechedule Commercial Banks, Payment Banks, Non Banking Financial Companies, Insurance Companies, Asset Management Companies. Tax Collection agencies do not qualify under BFSI. |

| #   | Clause No            | Pg. No. | Query   | Bank Response   |
|-----|----------------------|---------|---|---|
| 106 | Eligibility Criteria | 28      | The Bidder should have experience in successful implementation, installation, integration, customization, management and maintenance of a Digital Banking Solution in at least one Schedule <b>Commercial Bank in India or Abroad</b> having business mix of Rs. 1,50,000 crores Assets + Liabilities and above as on 31.03.2021. | <p>Modified Clause:</p> <p>The Bidder should have experience in successful implementation, installation, integration, customization, management and maintenance of a Digital Banking Solution in at least one Schedule Commercial Bank in India having business mix of Rs. 1,50,000 crores and above as on 31.03.2021 or Global Bank having business mix of Rs. 1,50,000 crores and above as on 31.03.2021. The bidder should have implemented all the following Digital Banking modules in the last 5 years from the date of release of RFQ, should be live and running:</p> <ul style="list-style-type: none"> <li>a. Mobile Banking (Financial and Non - Financial Transactions)</li> <li>b. Internet Banking (Financial and Non - Financial Transactions)</li> <li>c. Integration with 3rd parties companies for enabling digital onboarding journeys (Assets / Liabilities) / Financial Marketplace / eCommerce (Lifestyle Marketplace)</li> </ul> <p>(i) Masked copy of Purchase order and Completion Certificate</p> <p>(ii) Reference Letter from Client in Letter head clearly specifying the nature of work or Statement of Work or Master Service agreement copy documentary proof</p> |

| # | Clause No | Pg. No. | Query | Bank Response   |
|---|-----------|---------|-------|---|
|   |           |         |       | <p>(iii)</p> <p>(a) Reference documents for business mix criteria issued by the client.</p> <p>(b)For global experience, the currency conversion rate equivalent to INR will be<br/> A copy of engagement letter/work order/ letter of award / email to bank from client's official email-id for each assignment to be furnished by the bidder<br/> Client letter stating implementation of Digital Banking Modules and in force.</p> |

| #   | Clause No | Pg. No. | Query   | Bank Response               |
|-----|-----------|---------|---|-----------------------------|
| 107 |           | 28      | As our organization name has changed to Kyndryl Solutions as our division has been hived to separate company from IBM about 3 months back. Thus we should be allowed to submit certificate of Incorporation and years on account of acquisition or otherwise, supporting evidence should be provided to comply with minimum experience requirement.   | Please be guided by the RFQ |
| 108 |           | 28      | As our organization name has changed to Kyndryl Solutions as our division has been hived to separate company from IBM about 3 months back. Thus we should be allowed to submit certificate of Incorporation and years on account of acquisition or otherwise, supporting evidence should be provided to comply with minimum experience requirement. Thus we should be allowed to submit with minimum experience requirement and Balance sheet from IBM for last 3 years | Please be guided by the RFQ |
| 109 |           | 28      | As our organization name has changed to Kyndryl Solutions as our division has been hived to separate company from IBM about 3 months back. Thus we should be allowed to submit certificate of Incorporation and years on account of acquisition or otherwise, supporting evidence should be provided to comply with minimum experience requirement. Thus we should be allowed to submit with minimum experience requirement and Balance sheet from IBM for last 3 years | Please be guided by the RFQ |



| #   | Clause No  | Pg. No. | Query   | Bank Response           |
|-----|--|---------|---|-------------------------|
| 110 | 24.<br>Annexure -<br>A Eligibility<br>Criteria<br>under<br>Biider<br>Experience<br>(a) | 29      | <p><u>We would like to propose the following change:-</u><br/> The Bidder should have experience in successful implementation, installation, integration, customization, management and maintenance of a Digital Banking Solution in at least one Schedule Commercial Bank in India <u>or Global</u> having business mix of Rs. 1,50,000 crores and above as on 31.03.2021. The bidder should have implemented <u>any of</u> the following Digital Banking modules in the last <u>10</u> years from the date of release of RFQ, should live and running:</p> <ul style="list-style-type: none"> <li>a. Mobile Banking (Financial and Non - Financial Transactions)</li> <li>b. Integration with Fintech companies for enabling digital journeys</li> <li>c. Financial Marketplace for enabling Sales of Third-Party Financial Products</li> <li>d. Lifestyle Marketplace for offering third party e-commerce products / services</li> <li>e. Data platform and Analytical Models</li> </ul> | Please refer sl.no. 106 |

| #   | Clause No                                  | Pg. No. | Query  | Bank Response           |
|-----|--|---------|--|-------------------------|
| 111 | Annexure - A Eligibility Criteria- Point a | 29      | <p>We request to modify the clause as:<br/> The Bidder should have experience in successful implementation, installation, integration, customization, management and maintenance of a Digital Banking Solution in at least one Schedule Commercial Bank / payment Bank in India as on 31.03.2021. The bidder should have implemented <b>at least three of</b> all the following Digital Banking modules in the last 5 years from the date of release of RFQ, should live and running:</p> <ul style="list-style-type: none"> <li>a. Mobile Banking (Financial and Non - Financial Transactions)</li> <li>b. Integration with Fintech companies for enabling digital journeys</li> <li>c. Financial Marketplace for enabling Sales of Third-Party Financial Products</li> <li>d. Lifestyle Marketplace for offering third party e-commerce products / services</li> <li>e. Data platform and Analytical Models</li> </ul> | Please refer sl.no. 106 |

| #   | Clause No                                       | Pg. No. | Query   | Bank Response           |
|-----|---|---------|---|-------------------------|
| 112 | 24. Annexure - A Eligibility Criteria (Point 4) | 29      | <p>Request bank to change the clause as The bidder should have implemented <b>any two of the five</b> Digital Banking modules in the last 5 years from the date of release of RFQ, should live and running:</p> <ul style="list-style-type: none"> <li>a. Mobile Banking (Financial and Non - Financial Transactions)</li> <li>b. Integration with Fintech companies for enabling digital journeys</li> <li>c. Financial Marketplace for enabling Sales of Third-Party Financial Products</li> <li>d. Lifestyle Marketplace for offering third party ecommerce products / services</li> <li>e. Data platform and Analytical Models</li> </ul> | Please refer sl.no. 106 |

| #   | Clause No   | Pg. No. | Query   | Bank Response           |
|-----|---|---------|---|-------------------------|
| 113 | 24,<br>Eligibility<br>Criteria ,<br>Annexure A<br>, Point   | 29      | Request the Bank to modify this clause and make this applicable to a Scheduled Commercial Bank in India or any Global Bank  | Please refer sl.no. 106 |
| 114 | 24,<br>Eligibility<br>Criteria ,<br>Annexure A<br>, Point a | 29      | <p>Request the Bank to permit any 3 of the 5 modules as part of the Eligibility criteria</p> <p>One of the key reasons for us asking this deviation is because generally it is very difficult for any 1 vendor to cater to all of the 5 sub modules or requirements as an experience / case study. Most of the leading banks have broked down these requirements to multiple partners . Please permit any 3 of the below 5 modules to be accepted as an Eligibility criterion</p> | Please refer sl.no. 106 |

| #   | Clause No                                     | Pg. No. | Query  | Bank Response               |
|-----|---|---------|--|-----------------------------|
|     |   |         | a. Mobile Banking (Financial and Non - Financial Transactions)<br>b. Integration with Fintech companies for enabling digital journeys<br>c. Financial Marketplace for enabling Sales of Third-Party Financial Products<br>d. Lifestyle Marketplace for offering third party e-commerce products / services<br>e. Data platform and Analytical Models |                             |
| 115 |   | 29      | The Bidder should have experience in successful implementation, installation, integration, customization, management and maintenance of a Digital Banking Solution in at least one Schedule Commercial Bank in India/our Globally having business mix of Rs. 1,50,000 crores and above as on 31.03.2021  | Please refer sl.no. 106     |
| 116 | Annexure-A Eligibility Criteria Point no a    | 29      | Request to consider any 3 options out of the 5 mention experience criteria   | Please refer sl.no. 106     |
| 117 | Annexure - A Eligibility Criteria-Point e     | 30      | Request Bank to revise this to : "Bidder should have at least 1000 resources in India for Digital and Analytics solution implementation and services."   | Please be guided by the RFQ |
| 118 | 24.Annexure - A Eligibility Criteria(Point e) | 30      | Request Bank to modify clause as below :<br>"Bidder should have at least 1000 resources in India i.e., 500 either in their practices of Digital OR Analytics."   | Please be guided by the RFQ |

| #   | Clause No                                       | Pg. No. | Query  | Bank Response  |
|-----|---|---------|--|--|
| 119 | d   | 30      | Should this undertaking be provided in addition to the undertaking provided under Annexure G   | Yes. Annexure G  |
| 120 | e   | 30      | Bidder requests the bank to allow submission of such undertaking signed by the authorised signatory  | Undertaking can be submitted by authorised signatory   |
| 121 | 24, Eligibility Criteria , Annexure A , Point c | 30      | <p>It is mentioned in the RFP that the proposed solution should be a grounds up solution. It is also mentioned that sub contracting is not allowed</p> <p>This eligibility criterion is contradictory to the grounds up development and other clauses mentioned in the RFP</p> <p>Is the bidder allowed to position accelerators / proprietary IP's from OEM and build a solution on top of the product ? If the bank is acceptable with the above understanding ?</p> | In case any specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. |
| 122 | 24, Eligibility Criteria , Annexure A , Point e | 30      | <p>Looking at the size of Union Bank of India and complexity of the program , we request the bank to modify this clause to</p> <p>" Bidder should have at least 10000 resources in India i.e., 5000 each in their practices of Digital and Analytics"</p>  | Please be guided by the RFQ  |
| 123 | 24. Annexure - A Eligibility Criteria           | 30      | <p>As part of our organization , all these skills are housed in various different Verticals and Business Units with a separate HR representative for each Unit within the company.</p> <p>We request for Union Bank of India to allow the Bidders to submit an undertaking as requested in the RFP to be signed either by the Company secretary of their respective organization or by the HR representative</p>   | Company Secretary undertaking can be submitted.  |

| #   | Clause No          | Pg. No. | Query  | Bank Response                                   |
|-----|--------------------|---------|--|---|
| 124 | 24, Annexure A , b | 30      | <p>As most of our Global customers are signed under a very stringent NDA, we request Union Bank of India to also allow Bidders to submit an undertaking citing experience details and specifics of the project to substantiate their respective experience as a Self Declaration which is signed by their <b>"Company Secretary"</b>.</p> <p>This is a norm that has been permitted by other Public Sector Tenders also in the past in India where we have participated and this exception was given especially to accomodate when references / citations were required to showcase experience across Global Implementations.</p> <p><b>We request for this relaxations "Company Secretary" is one of the KMP's as per the Companies Act 2013 and is authorized to sign such undertakings and declarations</b></p> | Company Secretary undertaking can be submitted. |
| 125 |                    | 30      | The Bidder should have experience in one successful Design / Implementation of Micro-Services Based Architecture in BFSI, India or global having business mix of Rs. 1,50,000 crores and above   | Please be guided by the RFQ                     |

| #   | Clause No                                      | Pg. No. | Query   | Bank Response               |
|-----|--|---------|---|-----------------------------|
| 126 | 24.<br>Annexure -<br>A Eligibility<br>Criteria | 30      | In case where the bidder cites reasons of Non-Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the experience criteria, a certificate, in original, certifying all the required information, issued by CEO / CFO / MD / Country Head /Business Unit Head of the bidder/ Head of bidding entity along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant/ Statutory Auditor/ Certified Public Accountant (not being an employee or a director or not having any interest in the bidder(s) company / firm) shall be accepted. | Please be guided by the RFQ |
| 127 | 41   | 30      | Its proposed that any Intellectual Property Rights created/developed for Bank (except pre-existing Bidder's Property or third party software embedded in the Deliverables) developed or modified by Bidder, shall upon receipt of full payment by Bidder from the Bank stand assigned to the Bank. Bank shall have no rights, title, or interest in Bidder' pre-existing IP Property.   | Please be guided by RFQ.    |



| #   | Clause No                                     | Pg. No. | Query   | Bank Response   |
|-----|---|---------|---|---|
| 128 | 42  | 30      | Its proposed that terms and conditions laid down in the RFQ, including any deviations proposed by the Bidder in its bid response and agree to by the Bank, shall be read in consonance with and form an integral part of this Contract.   | Please be guided by RFQ.  |
| 129 | f   | 31      | Bidder propose that the bidder be allowed to submit the escalation matrix at the time of final bid submission in response to the proposed RFP that will be released by the bank. It is required because the escalation matrix will depend upon the structure of the team that will be engaged for delivery of the solution, in case the bidder is awarded the contract. | Ok. List of branch / service center with full details of Name, Address / Telephone Numbers should be attached   |
| 130 | g   | 31      | Please define 'relevant certifications'   | Modified Clause:<br>Certifications possessed in connection with the quality of internal processes and services delivered / methodology used in delivery, ISO 9001, ISO 27001, (SEI) CMMI level 5, ISO 4001, ISO/IEC20000, ISO/IEC 27001:2013, ISO 31000:2018 in the last three years. Score of 1 (One) for each relevant certification. Max (5) |
| 131 | h   | 31      | Bidder requests the bank to allow bidder to submit a self declaration / undertaking in this regard  | Self Declaration  |
| 132 | 24, Eligibility Criteria, Annexure A, Point g | 31      | Looking at the scale of the project to build a grounds up, bespoke developed program on MACH principles, request Bank to modify the clause to a minimum eligibility of CMMi Level 5 for all participants  | Please be guided by the RFQ   |
| 133 | Annexure-A Eligibility Criteria Point no G    | 31      | Bidder should submit valid certificate for evaluation. In case validity of CMM level 5 certificate is expired, bidder needs to submit copy of application for renewal along with expired certificate. Request the authority to confirm the above request.   | Valid certificate should be provided.   |

| #   | Clause No   | Pg. No. | Query   | Bank Response                 |
|-----|---|---------|---|-------------------------------|
| 134 | NA  | 32      | Since the current document is only an RFQ and require the bidder to submit documents meeting eligibility criteria and high level approach, it is not possible to submit MAF at this time. The bidder can submit MAF, as applicable, only at the time of submission of final proposal in response to the RFP. Accordingly the bidder also requests the bank that Annexure - L, MAF not to be submitted at this stage | Ok. MAF need not be submitted |
| 135 | 25. Annexure - B<br>Technical Evaluation Criteria | 33      | Is there any criteria to score 3 or 4? Alternatively, suggest the following criteria:<br>>=1000 crores <=1500 crores - score of 1<br>>1500 crores <=2000 crores - score of 2<br>>2000 crores <=3500 crores - score of 3<br>>3500 Crore <>5000 Crore - Score of 4<br>>5000 Crore-Score of 5  | Please be guided by the RFQ   |

| #   | Clause No  | Pg. No. | Query  | Bank Response   |
|-----|--|---------|--|---|
| 136 | 25.<br>Annexure - B<br>Technical Evaluation Criteria | 33      | <p><u>We would like to propose the following change:-</u><br/> Number of successful implementations, installation, integration, customization, management and maintenance of a Digital Banking Solution in Schedule Commercial Bank in India <u>or global</u> having business mix of Rs. 1,50,000 crores and above as on 31.03.2021. The bidder should have implemented <u>any of</u> the following Digital Banking modules in the last <u>10 years</u> from the date of release of RFQ and should be live <b>and running or under implementation</b></p> <ol style="list-style-type: none"> <li>Mobile Banking (Financial and Non - Financial Transactions)</li> <li>Integration with Fintech companies for enabling digital journeys (Liabilities / Lending)</li> <li>Financial Marketplace for enabling Sales of Third-Party Financial Products</li> <li>Lifestyle Marketplace for offering third party e-commerce products / services</li> <li>Data platform and Analytical Models</li> </ol> <p>All the projects cited should be in the name of the Bidder and not in name of any parent, subsidiary or affiliate entity. Implementation of above solutions in <u>Indian Schedule Commercial Bank or global</u>. Scoring as per business mix will be applied individually to each of the 5 modules (Max marks 5 marks for each module) of 25 cumulatively for the specific criteria.</p> <p>Following multipliers will be applied basis the business mix of the reference organization.</p> <ul style="list-style-type: none"> <li>o Business Mix as on 31 March 2021</li> <li>&gt;1.5 Lakh and &lt;5 Lakh - 2marks</li> <li>&gt;=5 Lakh and &lt;10 Lakh - 3 Marks</li> <li>&gt;=10 Lakh and &lt;15 Lakh- 4 Marks</li> <li>&gt;15 Lakh -Score of 5</li> </ul> | <p>Modified Clause:<br/> Number of successful implementations, installation, integration, customization, management and maintenance of a Digital Banking Solution in Banks in India or abroad having business mix of Rs. 1,50,000 crores and above as on 31.03.2021. The bidder should have implemented all the following Digital Banking modules (categories) in the last 5 years from the date of release of RFQ and should be live and running:</p> <ol style="list-style-type: none"> <li>Mobile Banking (Financial and Non - Financial Transactions)</li> <li>Internet Banking (Financial and Non - Financial Transactions)</li> <li>Integration with Fintech companies for enabling digital onboarding journeys (Liabilities / Lending)</li> <li>Marketplace (Financial/Lifestyle) for enabling Sales of Third-Party Financial Products / e-commerce products/services</li> <li>API Integrations</li> </ol> <p>All the projects cited should be in the name of the Bidder and not in name of any parent, subsidiary or affiliate entity.</p> <p>Note:<br/> (i) Masked copy of Purchase order and Completion Certificate</p> |

| # | Clause No | Pg. No. | Query | Bank Response   |
|---|-----------|---------|-------|---|
|   |           |         |       | <p>(ii) Reference Letter from Client in Letter head clearly specifying the nature of work or Statement of Work or Master Service agreement copy documentary proof</p> <p>(iii)</p> <p>(a) Reference documents for business mix criteria issued by the client.</p> <p>(b) For global experience, the currency conversion rate equivalent to INR will be<br/>A copy of engagement letter/work order/ letter of award / email to bank from client's official email-id for each assignment to be furnished by the bidder 3. Client letter stating implementation of Digital Banking Modules and in force.</p> <p>4. Implementation of above solutions in Indian Schedule Commercial Bank with Business Mix in last 5 years will carry 100% marks and implementation in global Banks will carry 50% marks.</p> <p>5. Only one credential can be furnished under one category/parameter. Single credentials fulfilling multiple parameter can be submitted.</p> <p>6. Completed projects which are live/active &amp; running at client.</p> <p>7. Bidder has to furnish the contact details such as SPOC Name, Designation, Mobile Number, email-id and arrange a reference call for the credential submitted. Credentials submitted should not be older than six months from the date of Bid submission.</p> |

| # | Clause No | Pg. No. | Query | Bank Response  |
|---|-----------|---------|-------|--|
|   |           |         |       | <p>Scoring as per business mix will be applied individually to each of the 5 modules (Max marks 5 marks for each module) of 25 cumulatively for the specific criteria. Following multipliers will be applied basis the business mix of the reference organization.</p> <p>o Business Mix as on 31 March 2021</p> <p>&gt;1.5 Lakh and &lt;5 Lakh - 1marks</p> <p>&gt;=5 Lakh and &lt;10 Lakh - 2 Marks</p> <p>&gt;=10 Lakh and &lt;15 Lakh- 3 Marks</p> <p>&gt;=15 Lakh and &lt;20 Lakh- 4 Marks</p> <p>&gt;20 Lakh -Score of 5</p> |

| #   | Clause No  | Pg. No. | Query  | Bank Response               |
|-----|--|---------|--|-----------------------------|
| 137 | Annexure - B<br>Technical Evaluation Criteria<br>Point 2 | 33      | Request Bank to revise this to : " Certifications possessed in connection with the quality of internal processes and services delivered / methodology used in delivery, ISO 9001, ISO 27001, (SEI) CMMI level 4 & above, <del>ISO 4001,</del><br><del>ISO/IEC20000,</del> Relevant Certifications in last three years.<br><br>Score of <del>4</del> 2 (One Two) for each relevant certification. Max (5) | Please be guided by the RFQ |

| #   | Clause No  | Pg. No. | Query  | Bank Response              |
|-----|--|---------|--|----------------------------|
| 138 | Annexure - B<br>Technical Evaluation Criteria<br>Point 4 | 33      | <p>Request bank to revise this to " Number of successful implementations, installation, integration, customization, management and maintenance of a Digital Banking Solution in Schedule Commercial Bank in India having business mix of Rs. 1,50,000 crores and above as on 31.03.2021. The bidder /OSD should have implemented atleast two of all the following Digital Banking modules in the last 5 years from the date of release of RFQ and should be live and running:</p> <ul style="list-style-type: none"> <li>a. Mobile Banking (Financial and Non - Financial Transactions)</li> <li>b. Integration with Fintech companies for enabling digital journeys (Liabilities / Lending)</li> <li>c. Financial Marketplace for enabling Sales of Third-Party Financial Products</li> <li>d. Lifestyle Marketplace for offering third party e-commerce products / services</li> <li>e. Data platform and Analytical Models</li> </ul> <p>All the projects cited should be in the name of the Bidder/OSD and not in name of any parent, subsidiary or affiliate entity.</p> <p>Implementation of above solutions in Indian Schedule Commercial Bank. Scoring as per business mix will be applied individually to each of the 5 modules (Max marks 5 marks for each module) of 25 cumulatively for the specific criteria. Following multipliers will be applied basis the business mix of the reference organization.</p> <ul style="list-style-type: none"> <li>o Business Mix as on 31 March 2021</li> <li>&gt;1.5 Lakh and &lt;5 Lakh - 2marks</li> <li>&gt;=5 Lakh and &lt;10 Lakh - 3 Marks</li> <li>&gt;=10 Lakh and &lt;15 Lakh- 4 Marks</li> <li>&gt;15 Lakh -Score of 5</li> </ul> | Please refer point no. 136 |

| #   | Clause No                                 | Pg. No. | Query   | Bank Response               |
|-----|---|---------|---|-----------------------------|
| 139 | 25,<br>Annexure B<br>, Part A             | 33      | <p>Request the bank to remove the verbage of<br/>"All the projects cited should be in the name of the Bidder and not in name of any parent, subsidiary or affiliate entity."</p> <p>As part of our organizational discretion some of the projects in certain cases are delivered by 100% subsidiaries where even with respect to a Management structure they role up to the parent company</p> <p>We request the bank to accept the below verbage<br/>"All the projects cited should be in the name of the Bidder or any 100% subsidiary and not in the name of the parent or any affiliates"</p> | Please be guided by the RFQ |
| 140 | 25,<br>Annexure B<br>, Part A,<br>Point 4 | 33      | <p>Can the bidder submit 5 separate references / citations each of the below modules or can we submit only 1 citation. For ex we submit 1 citation from Bank A with business Mix 15 Lac Crore for Module of Moble Banking and a separate citation from Bank B with Business Mix of 15 Lac Crore for Customer Data Platform. Will this be accepted by the bank</p>   | Yes                         |



| #   | Clause No                                  | Pg. No. | Query                                       | Bank Response                                   |
|-----|--|---------|---|---|
| 141 | 25,<br>Annexure B<br>, Part A ,<br>Point 4 | 33      | Request you to please define "Business Mix" | Business mix – which is deposits plus advances. |

| #   | Clause No                                 | Pg. No. | Query   | Bank Response  |
|-----|---|---------|---|--|
| 142 | 25,<br>Annexure B<br>, Part A,<br>Point 5 | 33      | Does Tax collection agencies also qualify under BFSI ? For ex<br>Central Board of Direct and Indirect Taxes | BFSI means Sechedule Commercial Banks, Payment<br>Banks, Non Banking Financial Companies, Insurance<br>Companies, Asset Management Companies. Tax<br>Collection agencies do not qualify under BFSI |

| #   | Clause No                                  | Pg. No. | Query   | Bank Response   |
|-----|--|---------|---|---|
| 143 | 25, Annexure B , Part A, Point 5           | 33      | <p>Business Mix of 1,50,000 Crores INR is common for lot of banks in India when we add up all the Liabilities and Advances together.</p> <p>This clause is pertainin to the BFSI industry whih encompasses Insurance, AMC's, NBFC's. Apart from the top 2 Life Insurers in India i.e LIC and HDFC Standard Life , all other Insueres have a business size of less than 1,50,000 Crores. Keeping the above in mind</p> <p>Request the bank to modify this clause to the below</p> <p>"</p> <p>The Bidder should have experience in one successful Design / Implementation of Micro-Services Based Architecture in BFSI, India or global having business mix of Rs. 75,000 crores and above at the time of project as on 31.03.2021 in the last 5 years from the date of release of RFQ.</p> <p>"</p> | Please refer sl.no. 103   |
| 144 | Annexure - B Technical Evaluation Criteria | 33      | <p>What kind of proof should be submitted here? Some of the skills here are quite generic.</p> <p>We request Union Bank of India to allow the Bidders to submit an Underatking stating the total number of resources as mentioned in this evaluation crtierion signed by the company secretary or the Authorized signatory of their organization</p>  | The bidder needs to submit a self-declaration signed by Authorised Signatory or a CS certificate. |
| 145 | Part B-1                                   | 35      | The requirement of underlying infrastrcutre will increase with increasing requirement of uptime. Bidder requests the bank to take a considerate view and ascertain if bank really require 99.999% uptime or can it work with 99.95% or 99.99% uptime.   | 99.99 should be good enough.  |

| #   | Clause No   | Pg. No. | Query   | Bank Response  |
|-----|---|---------|---|--|
| 146 | Part- B point no - 1 (a)  | 35      | We request the authority to clarify in detail   | Details will be provided to shortlisted/successful bidder. |
| 147 | 53  | 35      | Its proposed that warranty support shall be limited to 30 days from the date of acceptance.   | Please be guided by RFQ.                                   |
| 148 | Part B  | 35      | The understanding is that only high level solution approach would be presented as a part of the response and bidder can propose team roles under various technology buckets. However we need clarity on what is expected as a part of "number of resource deployment".  | Details will be provided to shortlisted/successful bidder. |
| 149 | 28. Annexure - 'E' UNDERTAKING BY THE BIDDER                          | 39      | <p>Bidder proposes the following changes,</p> <p>We _____ (bidder name), hereby undertake that-</p> <p><del>We also undertake that; we are neither the member nor the immediate family member of board of the directors of the Bank</del></p> <p><u>we undertake that none of the Bidder Directors are on the board of Bank</u></p> | Agreed   |
| 150 | 30. Annexure- G Letter of Self-Declaration for responding RFQ Process | 41      | <p><del>1. The respondent does not rely only on the information provided in the invitation of RFQ for submitting response to the RFQ document . Further the</del> The respondent has approached authenticated sources in the Bank regarding all its queries and has received desired information.</p>                               | Please be guided by RFQ.                                   |

| #   | Clause No  | Pg. No. | Query   | Bank Response            |
|-----|--|---------|---|--------------------------|
| 151 | 30. Annexure-G Letter of Self-Declaration for responding RFQ Process | 42      | 6. <del>The respondent understands that the Intellectual Property Rights for all modules/products developed specifically for the Bank and integrated with the Bank's proposed Request for Qualification (RFQ) "to evaluate and onboard system integrator to implement a robust omni channel digital platform with open architecture and setting up an end-to-end UBI 'Digital Bank' set-up" project will rest solely with the Bank and no claims will be made in this regard by the respondent.</del> | Please be guided by RFQ. |
| 152 | 30. Annexure-G Letter of Self-Declaration for responding RFQ Process | 42      | 8. <del>Subject to the deviations submitted, T</del> the respondent accepts to follow all the clauses, terms and conditions as set in the RFQ document.   | Please be guided by RFQ. |
| 153 | Annexure H   | 43      | Since the current document is only an RFQ and require the bidder to submit documents meeting eligibility criteria and high level approach, it is not possible to submit document related to partnership between SI and OEM. Selection of OEM and the partnership will depend upon the detailed scope and soltuioning, thereafter. Bidder can submit such a document (MAF) at the time of final submission of bid in response to RFP   | Please be guided by RFQ. |

| #   | Clause No              | Pg. No. | Query   | Bank Response            |
|-----|------------------------|---------|---|--------------------------|
| 154 | Annexure I             | 44      | <p>Bidder would like enquire the time for submission of the Annexure ?</p> <p>Bidder would like to enquire about the confidentiality for bidders response / documents going to be submitted as part of the RFQ response</p> | Please be guided by RFQ. |
| 155 | Annexure I, Section 7  | 47      | The Disclosing party is entitled to seek these costs, however they become payable upon an award from a competent court.   | Please be guided by RFQ. |
| 156 | Annexure I, Section 12 | 48      | The confidentiality obligations shall survive for a period of two years from the initial date of disclosure.  | Please be guided by RFQ. |

| #   | Clause No   | Pg. No. | Query   | Bank Response            |
|-----|---|---------|---|--------------------------|
| 157 | 32. Annexure I - Confidentiality / Non-Disclosure Agreement | 48      | 12. Term This Agreement shall commence from the Effective Date of this Agreement and shall be valid <del>for 3 years beyond</del> <u>till contract period</u> . Confidentiality obligations under this Agreement shall continue to be binding and applicable <u>for a period of 2 years after the termination or expiry of the Agreement</u> <del>without limit in point in time except and until such information enters the public domain, without breach of the agreement.</del> Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one-month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof. | Please be guided by RFQ. |
| 158 | 32. Annexure I - Confidentiality / Non-Disclosure Agreement | 48      | <del>14. Indemnity The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.</del>   | Please be guided by RFQ. |

| #   | Clause No              | Pg. No. | Query  | Bank Response            |
|-----|------------------------|---------|--|--------------------------|
| 159 | Annexure I, Section 14 | 49      | Seek deletion  | Please be guided by RFQ. |
| 160 | Annexure I             | 49      | <p>The Bidder shall comply with all laws applicable on them as an IT service provider.</p> <p>No indemnities shall be applicable as any non-compliance with laws would be either a damages claim or would be handled directly with the regulators.</p> | Please be guided by RFQ. |



| #   | Clause No  | Pg. No. | Query  | Bank Response |
|-----|--|---------|--|---------------|
| 161 | 32.<br>Annexure I<br>-<br>Confidenti<br>ality /<br>Non-<br>Disclosure<br>Agreement | 49      | <del>17. Review of Contract and performance Bank shall have the right of periodical /yearly review of the performance of the successful bidders with regard to upgradation of processors, memory and storage space and maintenance support under the contract which would be basis of continuation or termination of the same. Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the bidder in order to assess the ability of the bidder to continue to meet its outsourcing/contractual obligations.</del> | Agreed        |

| #   | Clause No   | Pg. No. | Query   | Bank Response |
|-----|---|---------|---|---------------|
| 162 | 32. Annexure I - Confidentiality / Non-Disclosure Agreement | 49      | <p>18. Proprietary Rights: <del>The entire work product mentioned in this RFQ shall be the sole and exclusive property of the Bank. The successful bidders hereby irrevocably grant, assigns, transfers to the Bank all rights, title and interest of any kind, in and to the work product produced under RFQ contract . All information processed, stored, or transmitted by successful bidders belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any information considered sensitive by the bank must be disclosed to the Bidder as sensitive information and protected by the successful bidders from unauthorized disclosure, modification or access. The bank's decision will be final.</del></p> <p><del>The successful bidders will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful bidders and shall not be liable for any levies / penalties etc. that may be imposed by the authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the bank and the successful bidders /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable</del></p> | Agreed        |

| # | Clause No | Pg. No. | Query  | Bank Response |
|---|-----------|---------|--|---------------|
|   |           |         | <p>or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any</p> |               |

| #   | Clause No  | Pg. No. | Query  | Bank Response   |
|-----|--|---------|--|---|
| 163 | Annexure J   | 51      | The bidder propose to submit a high level approach in response to RFQ to establish the creditibility and capability to deliver bank's requirements. Details related to software, hardware, licensing etc. can be provided only after undestanding the detailed requirements of the bank  | Bidder to propose detailed approach along with different options wherever possible.   |
| 164 | 33, Annexure J , Approach Paper, 2.b   | 51      | Our understanding is that the Bidders has to propose a grounds up solution. Does the Bank permit bidders to use some proprietary solutions / frameworks which give the flexibility of Acceelrated Development where we can categorize the requirements as "Out of the Box / Configurable/ Customizable etc" ?  | Bank wants to own the IP of full solution. The bidder may use only industry standard frameworks / COTS like containerization platform, API gateway etc. to build the solution. There should not be any proprietary solution |
| 165 | 35. Annexure-L Manufacturer's/Developer's Authorizati on Form (MAF/DAF) (To be filled for software application / hardware/ system software/ RDBMS/ | 53      | We would request bank to re,ove this Annexure since at RFQ stage the entire scope of work, volumetrics are not know, thus we would like to give this understanding at the time of RFP response.<br>This will enable to choose right platform for bank as well as flexibility to all bidders to deep dive on requirements along with SLA to propose a right solution. | MAF submission is not required at RFQ stage.  |

| # | Clause No   | Pg. No. | Query | Bank Response |
|---|---|---------|-------|---------------|
|   | any other suites, whatsoever applicable separately) |         |       |               |

| #   | Clause No  | Pg. No. | Query  | Bank Response               |
|-----|--|---------|--|-----------------------------|
| 166 | 36.<br>Annexure<br>M - Pre-<br>Contract<br>Integrity<br>Pact | 56      | <p>5.4 Agents / Agency Commission</p> <p>The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. <del>The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years.</del> The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without anyentitlement of compensation to the Seller /Bidder who shall in such event be liable to refund</p> | Please be guided by the RFQ |

| # | Clause No | Pg. No. | Query   | Bank Response |
|---|-----------|---------|---|---------------|
|   |           |         | <p>agents / agency commission payments to the buyer made by the Seller / Bidder <del>along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.</del></p> |               |

| #   | Clause No  | Pg. No. | Query  | Bank Response               |
|-----|--|---------|--|-----------------------------|
| 167 | 36.<br>Annexure<br>M - Pre-<br>Contract<br>Integrity<br>Pact | 57      | <p>8. Sanctions for Violation</p> <p>8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or act as per the procedure mentioned herein below:</p> <p>(i) To disqualify the Bidder /Seller with the tender process <del>and exclusion from future contracts.</del></p> <p>(ii) <del>To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years</del></p> <p>(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any</p> <p>Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course</p> <p>(iv) To encash Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.</p> | Please be guided by the RFQ |



| #   | Clause No   | Pg. No.  | Query   | Bank Response   |
|-----|---|----------|---|---|
| 168 | 36. Annexure M - Pre-Contract Integrity Pact        | 59       | <p>13. Integrity Pact Duration.</p> <p>13.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller <u>3</u> <del>10</del>-months after the last payment under the contract, and for all other Bidders / Sellers within <u>1</u> <del>6</del>-months form date of placement of order / finalization of contract.</p> | Please be guided by the RFQ   |
| 169 | 4. Scope of Work:                                   | 10 of 60 | Kindly explain the term on scope requirement " Build, Operate, Own and Transfer a digital banking platform".  | The bidder needs to build the proposed solution and operate for the contract durations. The IPR of the proposed solution will be in the Bank's name     |
| 170 | 4. Scope of Work:<br>4.6 Implementation Methodology | 10<br>16 | Request bank to clarify if what is the required in the 'grounds up build' platform. Whether Bank is expecting platform to be built from scratch or only customised to meet the requirements of Union Bank of India.   | Bank is expecting the bidder the develop the complete platform as per Bank's requirements. The IPR of the delivered solution will be owned by the Bank. |
| 171 | 21. Terms & Conditions                              | 23 of 60 | Kindly clarify that we need to submit a "Consortium/OEM Partner agreement" or "Agreement of association" along with our response to RFQ , notifying the bank about the nominated "prime respondent"?  | Consortium is not allowed.  |

| #   | Clause No                         | Pg. No.  | Query  | Bank Response              |
|-----|-----------------------------------|----------|--|----------------------------|
| 172 | Annexure - A Eligibility Criteria | 28 of 60 | <p>We understand <b>Consortium/OEM Partner is allowed.</b></p> <p>We have under gone restructuring of our business where in complete Digital service Business has been transfered to /by creating a subsidiary company (wholly owned by parent company. Since the subsidiary comapny has been operational from Feb 2021, it shall not have its Financial &amp; years of experiance credentials of its own and will have to depend on its parent company.</p> <p>Hence,we request credentials of Parent company of the prime Bidder (incase Prime Bidder is wholly owned subsidiary of the Parent company) should be allowed.</p>   | Consortium is not allowed. |
| 173 | Annexure - A Eligibility Criteria | 28 of 60 | <p>We have under gone restructuring of our business where in complete Digital service Business has been transfered to /by creating a subsidiary company (wholly owned by parent company. Since the subsidiary comapny has been operational from Feb 2021, it shall not have its Financial &amp; years of experiance credentials of its own and will have to depend on its parent company.</p> <p>Hence,we request credentials of Parent company of the prime Bidder (incase Prime Bidder is wholly owned subsidiary of the Parent company) should be allowed.</p> <p>The clause may be modifies as:<br/> <i>The Primary Bidder or its parent company (incase Prime Bidder is wholly owned subsidiary of the Parent company) should have a minimum annual turnover of at least Rs. 1,000 crores in each of the last three (3) financial years (2018-19, 2019-20 and 2020-21).</i></p> | Consortium is not allowed. |

| #   | Clause No                         | Pg. No.  | Query   | Bank Response              |
|-----|-----------------------------------|----------|---|----------------------------|
| 174 | Annexure - A Eligibility Criteria | 29 of 60 | <p>Request the clause to be modified as:<br/> The <b>Prime Bidder or its Consortium/OEM Partner</b> partners, should have experience in successful implementation, installation, integration, customization, management and maintenance of a Digital Banking Solution in at least one Schedule Commercial Bank in India having business mix of Rs. 1,50,000 crores and above as on 31.03.2021. The bidder should have implemented all the following Digital Banking modules in the last 5 years from the date of release of RFQ, should live and running:</p> <p>We understand that the defination of the term "Bidder" would mean "Prime Bidder or any of its Consortium/OEM Partner members". Please confirm.</p> | Consortium is not allowed. |
| 175 | Annexure - A Eligibility Criteria | 30 of 60 | <p>We understand that the defination of the term "Bidder" would mean "Prime Bidder or any of its Consortium/OEM Partner members". Please confirm.</p>   | Consortium is not allowed. |
| 176 | Annexure - A Eligibility Criteria | 30 of 60 | <p>We understand that the defination of the term "Bidder" would mean "Prime Bidder or any of its Consortium/OEM Partner members". Please confirm.</p>   | Consortium is not allowed. |

| #   | Clause No                         | Pg. No.  | Query   | Bank Response              |
|-----|-----------------------------------|----------|---|----------------------------|
| 177 | Annexure - A Eligibility Criteria | 30 of 60 | We understand that the defination of the term "Bidder" would mean "Prime Bidder or any of its Consortium/OEM Partner members". Please confirm.  | Consortium is not allowed. |
| 178 | Annexure - A Eligibility Criteria | 30 of 60 | We understand that here bidder would mean "Prime Bidder". Please confirm  | Yes                        |
| 179 | Annexure - A Eligibility Criteria | 30 of 60 | We understand that the defination of the term "Bidder" would mean "Prime Bidder or any of its Consortium/OEM Partner members". Please confirm.<br>The clause may be modified as:<br>Bidder (or its Consortium/OEM Partner members) should have at least 1000 resources in India i.e., 500 each in their practices of Digital and Analytics including overall strength of Sify Employees | Consortium is not allowed. |
| 180 | Annexure - A Eligibility Criteria | 31 of 60 | The clause suggest Consortium/OEM Partner is allowed. Please confirm.   | Consortium is not allowed. |

| #   | Clause No   | Pg. No.  | Query  | Bank Response |
|-----|---|----------|--|---------------|
| 181 | Annexure - B<br>Technical Evaluation Criteria - Scoring.<br>Part -A - Bidder's qualification, capacity, and experience (Max Score 50) | 33 of 60 | Request the clause to be modified as:<br>Average turnover in the last 3 years<br><ul style="list-style-type: none"> <li>· &gt;=500 Crores &lt;&gt;1000 Crores - Score of 1</li> <li>· &gt;1001 Crore &lt;&gt;2000 Crore - Score of 2</li> <li>· &gt;2000 Crore-Score of 5</li> </ul> | No            |

| #   | Clause No  | Pg. No.  | Query   | Bank Response              |
|-----|--|----------|---|----------------------------|
| 182 | Annexure - B<br>Technical Evaluation Criteria - Scoring. Part -A - Bidder's qualification, capacity, and experience (Max Score 50) | 33 of 60 | <p>Request to modify the clause as:<br/>No. of skilled resources on the payroll of bidder (and/or its Consortium/OEM Partner members) in India in the following areas (Subject Matter Expert) Including overall strength of Sify Employees.</p> <ul style="list-style-type: none"> <li>a. Data &amp; Analytics</li> <li>b. Digital Practice</li> <li>c. Cloud Technology</li> <li>d. API &amp; Microservices Technologies</li> <li>e. Security Practices</li> <li>f. Containerisation</li> <li>g. Digital Commerce</li> <li>h. Customer UI/UX Designer</li> <li>i. Technology Architect</li> <li>j. Software Developer (Web/Mobile), Finacle API Development, Bancsconnect, Internet Banking FEBA Customisations</li> </ul> <ul style="list-style-type: none"> <li>• =500 - Score of 1</li> <li>• &gt;501 and &lt;=800 score of 3</li> <li>• &gt;801 and &lt;= 1000 score of 5</li> <li>• &gt;1001 Score of 10</li> </ul> | Consortium is not allowed. |

| #   | Clause No   | Pg. No.  | Query   | Bank Response              |
|-----|---|----------|---|----------------------------|
| 183 | Annexure - B<br>Technical Evaluation Criteria - Scoring.<br>Part -A - Bidder's qualification, capacity, and experience (Max Score 50) | 33 of 60 | Request to modify the clause as:<br>Number of successful implementations, installation, integration, customization, management and maintenance of a Digital Banking Solution in Schedule Commercial Bank in India having business mix of Rs. 1,50,000 crores and above as on 31.03.2021. The prime bidder or its Consortium/OEM Partner members should have implemented all the following Digital Banking modules in the last 5 years from the date of release of RFQ and should be live and running: | Consortium is not allowed. |
| 184 | Annexure - B<br>Technical Evaluation Criteria - Scoring.<br>Part -A - Bidder's qualification, capacity, and experience (Max Score 50) | 33 of 60 | We understand that the definition of the term "Bidder" would mean "Prime Bidder or any of its Consortium/OEM Partner members". Please consider and confirm.   | Consortium is not allowed. |

| #   | Clause No   | Pg. No.  | Query  | Bank Response              |
|-----|---|----------|--|----------------------------|
| 185 | Annexure - B<br>Technical Evaluation Criteria - Scoring.<br>Part -A - Bidder's qualification, capacity, and experience (Max Score 50) | 34 of 60 | We understand that the definition of the term "Bidder" would mean "Prime Bidder or any of its Consortium/OEM Partner members". Please consider and confirm.                | Consortium is not allowed. |
| 186 | Annexure - B<br>Technical Evaluation Criteria - Scoring.  | 35 of 60 | We understand that the parameters under this scoring criteria can be complied by "Prime Bidder or any of its Consortium/OEM Partner members". Please consider and confirm. | Consortium is not allowed. |
| 187 | Annexure - B<br>Technical Evaluation Criteria - Scoring.  | 35 of 60 | We understand that the definition of the term "Bidder" would mean "Prime Bidder or any of its Consortium/OEM Partner members". Please consider and confirm                 | Consortium is not allowed. |



| #   | Clause No                                  | Pg. No.  | Query  | Bank Response  |
|-----|--|----------|--|--|
| 188 | 27. Annexure - 'D' Bidder's Profile Format | 37 of 60 | We understand that the parameters under this Annexure can be complied by "Prime Bidder or any of its Consortium/OEM Partner members". Please consider and confirm. | Consortium is not allowed.                                 |
| 189 | 27. Annexure - 'D' Bidder's Profile Format | 38 of 60 | We understand that the parameters under this Annexure can be complied by "Prime Bidder or any of its Consortium/OEM Partner members". Please consider and confirm. | Consortium is not allowed.                                 |
| 190 | General                                    | General  | No clause mentioning Bank Guarantee requirement and related conditions specified in the RFQ.   | Details will be provided to shortlisted/successful bidder. |
| 191 | General                                    | General  | Taxes and Duties clause needs to be specified in the RFQ.  | Details will be provided to shortlisted/successful bidder. |
| 192 | General                                    | General  | Force Majure clause not mentioned in the RFQ.  | Details will be provided to shortlisted/successful bidder. |
| 193 | General                                    | General  | Payment terms and milestone not provided in RFQ.   | Details will be provided to shortlisted/successful bidder. |
| 194 | General                                    | General  | Termination of contract under various circumstances not specified in the RFQ.  | Details will be provided to shortlisted/successful bidder. |
| 195 | General                                    | General  | No clause for liquidity damages and related conditions specified in the RFQ.   | Details will be provided to shortlisted/successful bidder. |
| 196 | General                                    | General  | No clause for Penalty specified in the RFQ.  | Details will be provided to shortlisted/successful bidder. |

| #   | Clause No            | Pg. No. | Query  | Bank Response  |
|-----|----------------------|---------|--|--|
| 197 | General              | General | Audit clause is not provided in the RFQ.   | Details will be provided to shortlisted/successful bidder. |
| 198 | Additional           | General | Recommended warranty is as per the product policy of the hardware and software supplied.   | Details will be provided to shortlisted/successful bidder. |
| 199 | Fees & Payment terms | General | Bidder proposes the addition of below clause:<br>Bidder shall invoice the Bank monthly in arrears and payment shall be due within thirty (30) days of the invoice date. Bank shall within seven (7) working days from the date of receipt of the invoice notify Bidder if there is any dispute in respect of the invoice. failing which the invoice shall be deemed to be accepted by Bank.  | Please be guided by the RFQ                                |
| 200 | Price Revision       | General | Bidder proposes the addition of below clause:<br>Parties may by mutual agreement agree to revise the rates set out in its Fee Schedule at any time during the term of this Agreement.<br>Notwithstanding the foregoing, the Bank agrees that after the first anniversary of this Agreement and annually thereafter, unless otherwise agreed to between the Parties in writing, Bidder shall be entitled to revise the Fees set out in case of time and material engagements under the Fee Schedule or the applicable SOW/s, based on the prevailing Consumer Price Index of India (and in absence of such index, any other similar inflation measurement index) subject to minimum increase of five percent (5%) per annum." | Please be guided by the RFQ                                |

| #   | Clause No               | Pg. No.        | Query  | Bank Response   |
|-----|-------------------------|----------------|--|---|
| 201 | Limitation of Liability | General        | <p>Bidder proposes the addition of below clause:</p> <p>(i) Neither Party shall be liable to the other Party for any indirect or consequential Losses, damages, whether arising from tort (including negligence) or breach of contract including without limitation loss of profits, operation time, goodwill or anticipated savings.</p> <p>(ii) The total aggregate Liability of either Party shall in no circumstances (including any liability, damages, Losses or claim arising from tort, contract, representation or warranty, indemnity, negligence or otherwise) under or in connection with this Agreement or based on any claim for indemnity or contribution exceed the total Fees received by Bidder from the Bank six (6) months preceding the date of such claim.</p> | Please be guided by the RFQ   |
| 202 | Publicity               | General        | <p>Bidder proposes the addition of below clause:</p> <p>Neither Party shall make a press release or publish name or mark of the other Party without prior written consent of other. Provided Bidder may use name or logo of Bank in the list of customers subject to prior intimation in writing to the Bank.</p>  | Please be guided by the RFQ   |
| 203 | Not Applicable          | Not Applicable | The Bank hasn't specified any Requirement on Door-Step Banking. Is that out of Scope of the RFQ  | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |
| 204 | Not Applicable          | Not Applicable | Does the Bank plan to offer the successful Bidders of this RFQ to conduct any System Study to evaluate readiness of Current Applications both Internal/External for Integration through API or otherwise   | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |

| #   | Clause No      | Pg. No.        | Query  | Bank Response   |
|-----|----------------|----------------|--|---|
| 205 | Not Applicable | Not Applicable | <p>Execution Infrastructure</p> <p>Bank will provide necessary and adequate infrastructure to enable the Vendor to fulfill its commitment for the assignment. This will be applicable for each Vendor associated with the project and will be arranged for and provided at no cost to Vendor. The infrastructure will include:</p> <ul style="list-style-type: none"> <li>i. Office space;</li> <li>ii. Hardware and software;</li> <li>iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs;</li> <li>iv. Office stationery and consumable;</li> <li>v. Secretarial assistance, if necessary at site;</li> <li>vi. Telephone, e-mail and fax facilities at site;</li> <li>vii. Photocopying assistance;</li> <li>viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables.</li> </ul> <p>The above-mentioned infrastructure will be required for work to be carried out at the site of Bank during regular working hours. Bank shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.</p> | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |

| #   | Clause No      | Pg. No.        | Query   | Bank Response   |
|-----|----------------|----------------|---|---|
| 206 | Not Applicable | Not Applicable | <p>Co-ordination</p> <p>BANK will provide timely clarifications and feedback sought by Bidder's Consultants during the period of this assignment. BANK will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various BANK Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have necessary authorization from BANK to take decisions and give timely approvals as per the need of the project.</p>  | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |
| 207 | Not Applicable | Not Applicable | <p>Assistance</p> <p>The BANK will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the BIDDER, before the service is undertaken by Bidder.</p> <p>Necessary and sufficient time will have to be spent by Users in BANK with Bidder personnel during this stage of the assignment.</p> | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |

| #   | Clause No      | Pg. No.        | Query  | Bank Response   |
|-----|----------------|----------------|--|---|
| 208 | Not Applicable | Not Applicable | <p>Methodology, Tools and Techniques</p> <p>Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the BANK will need to be communicated to Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.</p> | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |
| 209 | Not Applicable | Not Applicable | <p>Deliverables</p> <p>The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.</p>  | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |

| #   | Clause No      | Pg. No.        | Query  | Bank Response   |
|-----|----------------|----------------|--|---|
| 210 | Not Applicable | Not Applicable | <p>Acceptance of Deliverables</p> <p>Bank will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal.</p> <p>The application software (if any) will be delivered/installed for acceptance to Bank as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of Bank. Bank will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by Bank. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by Bank, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. Bank will confirm acceptance in writing to Bidder. The Bank shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by Bank if the Bank (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails</p> | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |

| # | Clause No | Pg. No. | Query  | Bank Response |
|---|-----------|---------|--|---------------|
|   |           |         | <p>to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).</p> <p>Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the Bank. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.</p> |               |



| #   | Clause No      | Pg. No.        | Query  | Bank Response   |
|-----|----------------|----------------|--|---|
| 211 | Not Applicable | Not Applicable | <p>Travel and Related Expenses</p> <p>Should the assignment require any travel by any Bidder expert outside their respective base location(s), the Bank will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.</p> | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |
| 212 | Not Applicable | Not Applicable | <p>Additional Support and Services</p> <p>In case the Bank requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate.</p>   | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |

| #   | Clause No      | Pg. No.        | Query   | Bank Response   |
|-----|----------------|----------------|---|---|
| 213 | Not Applicable | Not Applicable | <p>Change Management Procedure</p> <p>A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the BANK to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the BANK for its approval within a reasonable time period. Bidder will incorporate the change after receiving the Bank's written approval. In case of delay in approval by the Bank, the baseline itself may undergo a change; this will mean a reassessment of the charges.</p> <p>Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed by Bidder to the Bank. These will be evaluated jointly by the BANK and Bidder and will be provided by the BANK at no cost to Bidder.</p> | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |

| #   | Clause No      | Pg. No.        | Query  | Bank Response   |
|-----|----------------|----------------|--|---|
| 214 | Not Applicable | Not Applicable | <p>Cost Escalation</p> <p>Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the Bank, non-availability of facilities at the Bank, increase in the scope of the agreed Change-Requirements or increase in the Bank's Implementation support requirements etc., Bidder will bring this to the attention of the Bank. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.</p> | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |
| 215 | Not Applicable | Not Applicable | <p>Nonexclusively</p> <p>Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.</p>   | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |

| #   | Clause No      | Pg. No.        | Query  | Bank Response   |
|-----|----------------|----------------|--|---|
| 216 | Not Applicable | Not Applicable | <p>Payment of Invoices/Bills</p> <p>All invoices and bills will be raised by Bidder as per the Payment Terms and will become due for payment within thirty (30) days of presentation. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by Bank and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.</p> <p>All fees payable to Bidder are exclusive of any sales, use, value added tax, service taxes or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, Bank shall be responsible to pay or reimburse Bidder the amount of such taxes. Where applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the Bank. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.</p> <p>Further, the Bank agrees and acknowledges to be liable to make good all reasonable expenses incurred by Bidder for recovering any outstanding payment due and payable by the Bank under this Agreement. This may include collection costs and expenses of any legal proceeding and attorneys' fees</p> | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |

| #   | Clause No      | Pg. No.        | Query  | Bank Response   |
|-----|----------------|----------------|--|---|
| 217 | Not Applicable | Not Applicable | <p>Reimbursement of Tax/Levy</p> <p>Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Bidder</p>   | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |
| 218 | Not Applicable | Not Applicable | <p>General Indemnity</p> <p>Bank will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the Bank by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages</p> | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |
| 219 | Not Applicable | Not Applicable | <p>Non-employment</p> <p>The Bank will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising herefrom.</p>  | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |

| #   | Clause No      | Pg. No.        | Query   | Bank Response   |
|-----|----------------|----------------|---|---|
| 220 | Not Applicable | Not Applicable | <p>Warranty</p> <p>This warranty shall remain valid for three (3) months after the acceptance of the software by the Bank or three (3) months after the delivery of the software, whichever is earlier.</p> <p>Bank shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software.</p> <p>The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the Bank. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables on incompatible hardware not recommended by Bidder; (ii) any change, not made by Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the Bank without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder by Bank in connection with the preparation of the deliverable. In case of breach of this warranty, Bank's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both</p> | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |

| # | Clause No | Pg. No. | Query  | Bank Response |
|---|-----------|---------|--|---------------|
|   |           |         | <p>parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to the Bank if already paid by the Bank.</p> <p>EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO BANK, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER.</p> |               |

| #   | Clause No      | Pg. No.        | Query  | Bank Response   |
|-----|----------------|----------------|--|---|
| 221 | Not Applicable | Not Applicable | <p><b>Liability</b></p> <p>Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Bank or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank. Such failures or delays shall be brought to the notice of the Bank and subject to mutual agreement with the Bank, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the Bank for additional costs incurred in connection with correction or remedy as above at time &amp; material rate card as agreed upon between the parties.</p> <p>Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue, loss of business, loss of data, loss of goodwill or reputation, costs of substitute goods or services), exemplary, speculative or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.</p> <p>The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total amount</p> | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |



| # | Clause No | Pg. No. | Query  | Bank Response |
|---|-----------|---------|--|---------------|
|   |           |         | paid to Bidder by the Bank in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose). |               |

| #   | Clause No      | Pg. No.        | Query  | Bank Response   |
|-----|----------------|----------------|--|---|
| 222 | Not Applicable | Not Applicable | <p><b>Force Majeure</b><br/> Except to the extent otherwise provided herein, no liability shall result to other Party from delay in performance of from non-performance caused by circumstances beyond the control of the Party affected, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, accident, labour trouble, epidemics, pandemics, quarantine restrictions but each of the hereto shall be diligent in attempting to remove such cause or causes. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Assignment without liability, by notice in writing to the other party. However, Bidder shall be entitled to receive payments for all services rendered by it under this Assignment.</p> <p>Any delay or hinderance in delivery by Bidder as a result of the occurrence of any Force Majeure Event to its suppliers or subcontractors shall be deemed as a Force Majeure Event occurring to Bidder.</p> | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |
| 223 | Not Applicable | Not Applicable | <p><b>Assignment</b><br/> Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party</p>  | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |

| #   | Clause No      | Pg. No.        | Query   | Bank Response   |
|-----|----------------|----------------|---|---|
| 224 | Not Applicable | Not Applicable | <p>Bidder 's Proprietary Software and Pre-Existing IP:- Bank acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder 's proprietary software or tools. If Supplier and Bank mutually agree that the Bidder provides to Bank any proprietary software or tools of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party. Further, Bank acknowledges that in performing Services under this Agreement Bidder may use Bidder 's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Bidder Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, Supplier shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Supplier Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Supplier hereby grants to Bank a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install,</p> | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |

| # | Clause No | Pg. No. | Query   | Bank Response |
|---|-----------|---------|---|---------------|
|   |           |         | <p>perform, display of any such Bidder Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorizes Bank to (a) separate Bidder Pre-Existing IP from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Supplier in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder Pre-Existing IP.</p> <p>Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Supplier shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Supplier (including without limitation any affiliate, competitor or potential competitor of the Bank. Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party</p> |               |

| #   | Clause No      | Pg. No.        | Query   | Bank Response   |
|-----|----------------|----------------|---|---|
| 225 | Not Applicable | Not Applicable | <p>Waiver</p> <p>No forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of this Proposal shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Proposal shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Proposal.</p> | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |
| 226 | Not Applicable | Not Applicable | <p>Independent Relationship</p> <p>This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.</p>   | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |
| 227 | Not Applicable | Not Applicable | <p>Publicity</p> <p>Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.</p>  | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |

| #   | Clause No      | Pg. No.        | Query  | Bank Response   |
|-----|----------------|----------------|--|---|
| 228 | Not Applicable | Not Applicable | <p>Entire Understanding</p> <p>This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supercedes and cancels all previous negotiations thereof. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.</p>  | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |
| 229 | Not Applicable | Not Applicable | <p>Tata Code of Conduct:</p> <p>The business activities of the Bidder are self-regulated by the "Tata Code of Conduct". The BANK undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counsellor or the CEO of Bidder. Bidder, in turn, undertakes that it will maintain confidentiality of all communications received</p>  | The detailed Terms & Conditions will be shared with the shortlisted bidder as part of RFP |
| 230 |                |                | What is the overall Contract Duration Bank is looking at?  | 3 years   |
| 231 | Not Applicable | Not Applicable | <p>Bidder request the bank to add the mutual non-solicitation clause in the RFP:</p> <p>Either Party agrees that during the term of this Agreement and a period of 2 (two) years thereafter, it will not, directly or indirectly or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce to recruit any employee or former employee, who are involved in the Purpose for a period of 24 (twenty four) months after he / she leaving the services/employment, of the other Party, without the prior written consent of such other Party.</p> | Please be guided by the RFQ   |

| #   | Clause No            | Pg. No.        | Query   | Bank Response  |
|-----|----------------------|----------------|---|--|
| 232 | Not Applicable       | Not Applicable | Bidder request the bank to provide general and specific terms of the contract. Alternatively, the bidder may also share a draft contract along with RFP.  | Please be guided by the RFQ                                |
| 233 | 4.6.6                |                | The chosen platform will be implemented in integration with the current core. But when Union bank gets a new Digital banking licence, is the vendor expected to implement the same Digital solution for the new digital bank also. Is that scope included in this project itself? | Details will be provided to shortlisted/successful bidder. |
| 234 | 4.1.3. Branch Portal |                | What are the functions expected to be supported out of this Branch portal?  | Details will be provided to shortlisted/successful bidder. |
| 235 |                      |                | What is the current core banking platform used by the Bank?   | Details will be provided to shortlisted/successful bidder. |
| 236 |                      |                | Does the core banking platform support high scalability and has APIs available that can be consumed?  | Details will be provided to shortlisted/successful bidder. |
| 237 |                      |                | Do you have any integration layer or is it expected from the Digital vendor to bring the Integration layer?   | Bidder is expected to build.                               |
| 238 |                      |                | Hope we can obtain the volume of transactions for sizing at a later date from Bank?   | Details will be provided to shortlisted/successful bidder. |
| 239 |                      |                | Does this include Cash management, Trade finance front end for corporates.  | Yes  |

| #   | Clause No      | Pg. No.        | Query   | Bank Response               |
|-----|----------------|----------------|---|-----------------------------|
| 240 | Not Applicable | Not Applicable | Bank hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Bank agrees that bidder shall not be in any manner be liable for any delay arising out of Bank's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the Bank | Please be guided by the RFQ |
| 241 | Not Applicable | Not Applicable | The risk, title and ownership of the products shall be transferred to the Bank upon delivery of such products to the Bank   | Please be guided by the RFQ |
| 242 | Not Applicable | Not Applicable | Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through bidder) that may arise out of or result from this Agreement. The aggregate liability of bidder, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this contract during the six months preceding the date of first claim.   | Please be guided by the RFQ |
| 243 | Not Applicable | Not Applicable | Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Bank.   | Please be guided by the RFQ |



| #   | Clause No      | Pg. No.        | Query   | Bank Response               |
|-----|----------------|----------------|---|-----------------------------|
| 244 | Not Applicable | Not Applicable | bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent bidder performance is effected , delayed or causes non-performance due to Bank's omissions or actions whatsoever.   | Please be guided by the RFQ |
| 245 | Not Applicable | Not Applicable | Services and/or deliverables shall be deemed to be fully and finally accepted by Bank in the event when Bank has not submitted its acceptance or rejection response in writing to bidder within 15 days from the date of installation/commissioning or when Bank uses the Deliverable in its business, whichever occurs earlier. Parties agree that bidder shall have 15 days time to correct in case of any rejection by Bank. | Please be guided by the RFQ |

## 15 Annexure X - Restriction on Procurement due to National Security

*(This Certificate should be submitted on the letterhead of the bidder as well as the OEM / Manufacturer duly signed by an authorized signatory)*

Date:

To,

The General Manager  
Union Bank of India  
Digitization Vertical, Central Office,  
10th Floor, Naman Centre,  
Plot No.C-31, 'G' Block, BKC,  
Bandra (E), Mumbai-400 051

Dear Sir,

Ref.: RFQ No.: \_\_\_\_\_ Dated: \_\_\_\_\_

1. I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder/OEM fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)
2. I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India and on subcontracting to contractors from such countries; I certify that this bidder/OEM is not from such a country or, if from such a country, have been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with competent authority. I hereby certify that this bidder/OEM fulfills all requirement in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by competent authority shall be attached)

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

**Note:** This document will be a part of RFQ. This is for the information of bidders. Please keep on visiting our website for any changes / corrigendum in the RFQ.

**\*\*\*End of Document\*\*\***