दिनांक :22.07.2022

CORRIGENDUM

Reference is invited to RFP bearing no. UBI/DIT/TBD-3/2022-23 published/floated on 06th July 2022 for Procurement of **Cash Management Services (CMS) Solution.**

By this Corrigendum, all intending bidders are informed of the Bank's response to the pre bid queries raised by them. Further, the following addition / amendments are made in the RFP terms. This Corrigendum is accordingly published.

1. The last date for submission of bids was inter – alia stipulated as 27th July 2022 (Wednesday). All intending bidders are informed that the **last date for submission of bids stands extended upto 11th August 2022 (Thursday) 16:00 hours.**

2. Under clause 5, additional Eligibility Criteria is stipulated in compliance of Govt guidelines as follows:

"The participating bidder should not have any Transfer of Technology (ToT) arrangement with entities having beneficial ownership in land border sharing countries. In case of any contention, clauses stipulated in Department of Expenditure, Ministry of Finance Office memorandum F.No. 6/18/2019-PPD dated 23rd July 2020 will hold true".

3. In order to provide flexibility to intending bidders, an additional option is incorporated in clause 13.1 (Bid Security) which shall read as follows:

The bidder must submit either

   i)   "Bid Security Declaration" as per Annexure 'Z' on their organizations' letter head duly signed and stamped by their authorized signatory, accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fails to submit the Performance Bank Guarantee before the deadline defined in the Request for proposal (RFP) document, they are liable to be suspended from participation in any future tenders of the Bank for two years.

      Or

   ii)   Bid Security Bond by way of Bank Guarantee of Rs.1,25,00,000 (Rupees One crore twenty-five lakhs only) in favour of Union Bank of India valid for six months. The guarantee should be that of a Scheduled Commercial Bank other than Union Bank of India. IFSC Code for issuance of Bank Guarantee is UBIN0556688.

   iii) Other terms & conditions relating to Bid security is as under:

      a) No interest will be payable on the Bid Security amount.
      b) Unsuccessful Bidders' Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit a request letter for Refund of EMD/Bid Security for returning of the bid security amount as per format mentioned in point 7 of the Corrigendum.

4. Bid Security will be forfeited in the following cases:

   i) If a bidder withdraws its bid during the period of bid validity; or

   ii If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.

   iii) In case of a successful Bidder, if the Bidder fails:
         a) To execute Contract within the stipulated time or
         b) To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein.

5. The successful Bidders Bid security will be discharged upon the Bidder signing the Contract Agreement and against submission of Performance Bank Guarantee (other than Union Bank of India) with the claim period of 1 year as per the format mentioned in Annexure R, for 3% of TCO, valid for the entire contract period.

6. Bank Guarantee format for EMD (Bid Security)

Date:

To

Union Bank of India,

Department of Information Technology,

1/1A, Adi Shankaracharya Marg, JVLR, Opp. Powai Lake (Andheri East), Powai (Andheri East), Mumbai 400072.

Whereas

M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the Request for Proposal (RFP) to supply, install, configure, customize, implement, integrate, develop and maintain the Cash Management Solution to Union Bank of India and intends to submit the proposal for the same as listed in the RFP document.

Whereas the 'Bidder' desirous of complying with RFP terms to submit the proposal in response to RFP, we, the _____ Bank having our Head Office at _____and inter alia a Branch at _____ hereby issue this irrevocable guarantee for an amount of Rs.1,25,00,000 (Rupees One crore twenty-five lakhs only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked in case the Bidder:

1. Withdraws its bid during the period of bid validity.
2. Submits any statement or enclose form as part of this bid which turns out to be false / incorrect at any time during the period of prior to signing of Contract.
3. If declared successful,
    i) fails to execute contract within stipulated time.
    ii) fails to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

We undertake to pay immediately on demand, to Union Bank of India, the said amount of Rs.1,25,00,000 (Rupees One crore twenty-five lakhs only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Union Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1) Our liability under this Bank guarantee shall not exceed Rs.1,25,00,000 (Rupees One crore twenty-five lakhs only).
2) This Bank guarantee will be valid up to _____; and a claim period of one month thereafter and
3) We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____.

7. Letter format for Refund of EMD

LETTER FOR REFUND OF EMD
(To be submitted by the unsuccessful bidders)

Date:
The General Manager,
Union Bank of India,
Technology Centre,
1/1A, Adi Shankaracharya Marg, Opp. Powai Lake,
Powai, Andheri (East),
Mumbai-400072.

We _____(Company Name) had participated in the RFP to supply, install, configure, customize, implement, integrate, develop and maintain the Cash Management Solution and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows:

Sr. No	Bidder Name	BG / DD Number	Drawn on (Bank Name)	Amount (in Rs)

Bank details to which the money needs to be credited via NEFT are as follows
1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Sign
Name of the signatory

Designation
Company Seal.

8. **Bank response to the pre bid queries raised by intending bidders are given as under:**

Sr. No.	Clause No	Page No.	Clause	Query	Bank Response
1	2	12	Integrity Pact (IP) The Independent External Monitors (IEMs) appointed by the Bank will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.	Please let us know who will appoint such IEMs and when these IEMs will be appointed? And who will bear the cost for the appointment?	IEMs are already appointed by Central Vigilance Commission (CVC). The details of IEMs are mentioned in page no 6 0f the RFP document. No Cost to Bidders.
2	2	11	Venders/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure A2 for strict compliance. The Independent External Monitors (IEMs) appointed by the Bank will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.	We would suggest Bank to finalize this clause at the time of contracting since scope may be mutually determined.	Integrity Pact, as per annexure "O" Pg. No 124 of the RFP is to be submitted in physical form to the Bank on or before last date and time of bid submission
3	4	12	All offers of the bidders shall be unconditional and once accepted	Considering the arrangements additional clauses/conditions may have	Any additional clauses/conditions, if required to be incorporated, may be

Sr. No.	Clause No	Page No.	Clause	Query	Bank Response
			whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.	to be incorporated in the offer. Therefore, please let us know how Vendor can incorporate the same in the offer?	executed as part of service level agreement (SLA) with the successful bidder on mutually agreeable terms.
4	5.2	13	The bidder has to submit Integrity Pact (IP) signed by authorized signatory as per the prescribed format mentioned in Annexure A2 on plain paper in advance (not prior to issuance of RFP) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.	Please let us know if we can modify the integrity pact without deviating its intent.	Contents of integrity pact cannot be modified
5	5.9	14	Bidder should have positive operating Profit (as EBITDA i.e. Earnings before Interest, Tax, Depreciation & Amortization) in the last three financial years, (2019-20, 2020-21, 2021-22). In case the audited financials for the year 2021-22 is not available, CA Certificate should be submitted. (Copy of the audited balance sheet of the company showing the same should be submitted).	As per annual report the company has posted a loss for the year 2020-21. The Company has divested the investment in its subsidiary in USA which is measured at fair value less cost to sale and effect of fair valuation loss which has been included and shown in the exceptional items. If we exclude the exceptional item, the PAT is positive. Please confirm whether this would cover the eligibility clause. Will Bank accept the bid if additional information is submitted against this clause separately?	The eligibility of the bidder will be decided as per terms of the RFP.
6	6	15	Application should be configurable for hosting in cloud or physical servers or any environment as per the requirement of the Bank. Bidder should migrate the application to any of the compatible infrastructure provided by the Bank at no additional cost.	Vendor will port application only once, and we do not expect changing location multiple times.	As per the clause stipulated in the RFP, in case of situation when changing environment is mandatory, the bidder should migrate the application to any of the compatible infrastructure provided by the Bank at no additional cost.

Sr. No.	Clause No	Page No.	Clause	Query	Bank Response
7	6	15	Build and maintain the interfaces with the relevant Application systems for automatically uploading / downloading of data at no extra cost to the Bank.	Interfaces will be developed based on signed off gap documents and change in that will be considered as Change Request. Please confirm.	Interface with relevant application to be designed as per implementation plan and Business Analyst (BA) sign off. However, any upgrades / modifications that may become necessary for smooth running of the solution within the warranty period should not be treated as Cheque Request.
8	6	15	Broad Scope to be Covered	These may have to be modified based on the requirements and discussions at the contracting. Let us know how this can be done.	The broad scope of Project stipulated covers the list of items which is required for smooth implementation and operationalisation of requirements given.
9	6	16	Perform data migration from existing system to proposed system in a seamless way and the reconciliation of data tables including general ledgers to be done by the vendor while migration from existing system.	Please let us know the scope for data migration	Data from the existing application for CMS used by the Bank to be migrated. Bank is required to maintain repository of all transactions related data for upto 10 years as per RBI guidelines.
10	6	16	Perform version migration and security patch updates during the period of contract at no extra cost to the Bank. All patch update and patch management of the solution modules has to be deployed by the selected bidder after obtaining approval of the Bank.	1. Please help us to understand what is version migration? Does it include upgrades? 2. Also, Only application related patches will be considered. Please confirm	1. Version migration includes upgrades. 2.Bidder is expected to periodically update application related patches with Bank's concurrence.
11	6	16	Provide ATS support during the period of the contract (1-year warranty + 4 years onsite support)	Request bank to set the warranty period as 3 months from Go-live as is the practice worldwide.	The warranty period of 1 year stipulated in the RFP cannot be modified
12	6	16	The Bidder shall customize all gaps observed in the Functional / Technical Requirements, Product Demo, Current Systems Study, Training, UAT and pilot rollout. The cost of customization should be included in the price bid. The	We understand that customizations or modifications will be additional activities to be charged. Please let us know bank's understanding and expectations on the same.	Any upgrades / modifications that may become necessary for smooth running of the solution within the warranty period should not be treated as CR.

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			Bank will not pay any additional customization costs. The Bidder shall document all gaps observed by the Bank at various stages of implementation including their solution and monitor and track the status of the same throughout the implementation.		
13	6.1	19	Comprehensive list of APIs to be offered to cater to our core CMS & MMS requirements.	Please share the scope for API requirement. As part of product there are API's which will be shared with bank but if any additional requirement than what is the scope during the contract period. We assume bank will have API management for configuring the API and managing the API's. OR Does bank expecting API management tool / gateway will be owned by vendor ? please confirm.	Building interface between bidder's CMS application and various other application of the Bank including CBS is the responsibility of the successful bidder. Detailed scope of API requirement will be formulated and finalized during the contracting period with the successful bidder.
14	6.1	25	Managing and Monitoring of system resources like storage, usage etc.	We assume bank will have the external tool for monitoring of application which can be integrated with Vendor's application. Please confirm. Also production environment will be managed by bank IT / infra team.	There is no external tool available with bank to monitor application which can be integrated with vendor's application. List of integration to be made and APIs to be designed will be discussed with the successful bidder during the initial implementation plan for the whole project. Hardware infra will be managed by Bank. However, application software maintenance and support are bidder's responsibility, including monitoring of system resources.

Sr. No.	Clause No	Page No.	Clause	Query	Bank Response
15	6.1	25	Version maintenance of Application, Scheduling back up of application.	For back-up, document can be shared and bank's team will carry the back-up process as per policy. Please confirm	The bidder must support for routine activities till service warranty period and through its onsite resource and later on in case of any challenges encountered by bank team during the contract period.
16	6.1.105	28	Other Miscellaneous Requirements: The application should have the capability to provide escrow services to the corporate clients in handling assets, including cash, securities, documents and other collaterals of escrow Bank account of Corporate clients.	Escrow services are not part of Cash management. Request bank to remove this requirement.	Escrow services is a specific requirement in the new CMS solution. If not readily available, shall be customised and provided after Go Live at no extra cost to the Bank.
17	6.1.110	29	The solution should provide readily available Fin-Tech On-Boarding facility with minimum configuration.	Request bank to elaborate more on this requirement.	The application should be configurable to integrate with relevant Fintech application for enhancement of functionalities.
18	6.2.12	31	All errors, bugs, enhancements / modifications required during and after testing will be immediately resolved by the Bidder (maximum of 5 working days), and sign-off for the same will be obtained from the Bank. However, workaround solution should be provided on the same day, in respect of errors and bugs affecting the functioning of the application.	This requirement shall be discussed and agreed mutually at the later stages. We request bank for deviation on this requirement at this stage.	The terms of the RFP shall be adhered to and No deviation acceptable.
19	7	34	Training	These may have to be modified based on the requirements and discussions at the contracting. Let us know how this can be done.	Training requirements will be discussed with the successful bidder, although its scope is covered in RFP document.
20	7.5	35	Training on Development –Bidder to arrange for comprehensive technical training primarily on development of work flow	We would request bank to remove this particular clause, since this is part of vendor's proprietary solution.	This training is mandatorily required for Bank's IT team handling customisations and administrative roles. Training the Banks IT Team for handholding is required as per RFP.

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			solutions, report writing, dashboards for one batch on the following topics I. Workflow solutions / Business Process Management II. Integration between various programs / applications with solution III. Linkage between various programs and modules of applications software Program coding		
21	8	32	Hardware Sizing and Performance Required	These may have to be modified based on the requirements and discussions at the contracting. Let us know how this can be done.	Initial hardware sizing to be shared based on transaction volume, no of concurrent users and other key performance parameters mentioned in RFP document
22	8.5	36	The system should be capable of keeping online data of at least 3 years. Thereafter, the system should provide purging & archival of data. The response time at server end should be always less than 3 second. During the agreement period, if at any stage, it is found that the solution provided by the Vendor is not able to give the requisite performance as per the sizing parameters (i.e. up time above 99.9% and response time < 3 second) the Vendor shall have to provide additional hardware, software without any additional cost to the Bank. The hardware proposed for the solution (as part of this RFP) should not exceed 70% of CPU(s), Memory(s), Hard Disk(s) utilization levels at	Please let us know which additional hardware and software being referred here and why it would be without additional cost. Further in case of change of situations or changes suggested by the bank, what will happen?	The hardware sizing should be shared keeping in consideration of requirements and system level expectations envisaged in the RFP. Accordingly, hardware will be procured by the Bank. However, if there is performance issues, vendor has to undertake the responsibility to optimize and improve the performance without any additional cost to the Bank.

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			any given point in time during the TCO Period.		
23	9	37	Onsite Support	These may have to be modified based on the requirements and discussions at the contracting. Let us know how this can be done.	The terms for onsite support stipulated in the RFP cannot be modified.
24	11	38	Penalty for not meeting timelines: The Vendor must complete the rollout of each phase of project before the period/due dates as agreed by the Bank as per projection given in proposal by Vendor. Bank expects to implement the whole project within 10 months from release of PO. If the Vendor is not able to complete the implementation & rollout of the phases in timelines agreed, then the Bank is in order to levy penalty charges on the Vendor as per Liquidated Damages clause (Refer Clause 20.0 of this RFP).	We would like to propose few modifications to the clause such as not having this clause since remedy of damages would always be there and in case we agree wit the clause then penalty to be levied in case of defaults solely attributable to us, capping of penalty, service credits in case of exceeding the targeted timelines, etc. Can we propose such changes at contracting stage?	Any project undertaken should have a defined timeline. In case of any unavoidable situation which hampers the project execution, the same shall be considered while arriving at any LD penalty for delay
25	13.2.1	39	The successful bidder shall provide a Performance Bank Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure-R to the extent of 3% of the total contract value/TCO valid for contract period with a claim period of additional 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should	We request bank to remove this clause.	Performance Bank Guarantee which needs to be submitted by the successful bidder as stipulated in RFP terms cannot be removed.

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			be of that of a Scheduled Commercial Bank other than Union Bank of India. IFSC Code for issuance of PBG is UBIN0556688.		
26	14	40	Bid Evaluation Process	Since demo can be provided along with necessary documents for experience, We request Bank to omit this requirement?	Selection of successful bidder is on basis of two stage bid evaluation process viz., techno functional evaluation and commercial bid. As part of techno functional evaluation, bidders would be required to present demo of their product.
27	15.2.12	47	The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.	How the interest of vendor will be considered in case of wide and open clauses? Please clarify.	We regret our inability to amend the legally vetted RFP term. It is the discretion of Bank to resort to re -tendering, in case it is of the opinion that the desired functionality cannot be achieved with the application provided.
28	16.2	49	Other Terms and Conditions of RFP	Since few clauses are wide, open and one sided such as rejection without assigning any reasons, please let us know how interest of Vendors, transparency will be taken into consideration? Please clarify	Please be guided by terms of RFP. Bank will ensure interests of bidders are kept intact and proper transparency is there in the whole process.
29	16.2.1	49	The solution will be deemed accepted only after successful pilot run and sign off from Bank's identified Project Manager. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or	Please let us know if there will be any timeline for the bank to conduct and complete the pilot run? Please let us know in such cases how the bidders will come to know the grounds of rejection?	RFP terms shall be abided with and no change can be made.

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			all bids in part or in full, without assigning any reason whatsoever.		
30	16.2.3	49	The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidder is not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.	16.2.3 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. ~~In the event the bidder is not willing to accept the terms and conditions of the Bank, the bidder may be disqualified.~~ Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.	We regret our inability to amend the legally vetted RFP term.
31	16.2.4	49	The successful bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the successful bidder 's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the successful bidder's inability to meet the established delivery dates or any other reasons attributing to the successful bidder then, that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for	We would request to have a cure period for failures . Will bank provide any such cure period? Further we would like to mutually agree on this clause with or without modifications. Can we propose such changes at contracting stage?	One-month notice will be given to rectify the failure or resolve the issue. RFP terms need to be followed.

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			procuring similar deliverables and services.		
32	16.2.5	50	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 RFP. The bidder represents that the solution to be supplied in response to this RFP shall meet the proposed bidder's requirement. If any services, functions or responsibilities not specifically described in this RFP 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 RFP, 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 RFP and shall be provided by the bidder at no 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 the performance of all provisions and terms and conditions of this RFP,	We understand agreed scope will be mentioned in the mutually agreed SOW. Please confirm the same. Further we would like to mutually agree on this clause with or without modifications. Can we propose such changes at contracting stage?	We regret our inability to amend the legally vetted RFP term.

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			the Bank expects the bidder to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.		
33	16.2.7	50	All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels as mentioned in this tender document.	Please let us know how can and at which stage bidder can propose changes and how these will be accepted and communicated by the bank?	We regret our inability to amend the legally vetted RFP term.
34	16.3.13	54	There will be an acceptance test by the Bank or its nominated consultants after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the	At what time and within how much time such tests will be done by the bank and within how much time such certificate will be issued? Further we would like to mutually agree on this clause with or without modifications. Can we propose such changes at contracting stage?	Acceptance test will be carried after implementation of the CMS solution and no modification in the clause is acceptable.

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			officials of the Bank and / or its consultants.		
35	20	59	Liquidated Damage (LD)	We would like to propose few modifications to the clause such as not having this clause since remedy of damages would always be there and in case we agree wit the clause then LD to be levied in case of defaults solely attributable to us, capping of penalty, service credits in case of exceeding the targeted timelines, etc. Can we propose such changes at contracting stage?	We regret our inability to amend the legally vetted RFP term.
36	21.2	61	The warranty would be on-site and comprehensive in nature. Warranty will start from the date of full go-live and will be valid for a period of one year. The successful bidder shall provide maintenance and support under warranty, without any extra cost, for a minimum period of one year. Warranty for software will start from the date of final signoff (go-live) of the by the Bank. Bank will not pay any charges during warranty period.	We would like to suggest the following: Warranty 3 months from "Go Live" or the date of User Acceptance Test sign off. Go Live is defined as first date that the system is deployed into production environment shall be the "Go-live" date or 15 calendar days from the UAT signoff whichever is earlier.	Warranty will start from the date of full Go-live and will be valid for a period of one year and the bidder shall abide to the RFP terms.
37	22	61	Contract Period	We would like to propose few changes to SLA/NDA as per our practice and as per the scope. Can we propose such changes at contracting stage?	Will be discussed with the successful bidder only.
38	23	62	Annual Technical Support	We would like to propose few changes to this such as payment yearly in advance, omission of wide/one sided terms and incorporation of mutual terms, etc. as per our practice and as	We regret our inability to amend the legally vetted RFP term.

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				per the scope. Can we propose such changes at contracting stage?	
39	26	66	Adherence of Cyber Security Policy	1.'How vendor will know the cyber security policy of the bank? 2. We would like to make few changes to this such as compensation from bidder in case of breaches solely attributable to bidder, etc. Can we propose such changes at contracting stage?	1. Bank's Cyber Security policy requirements for project implementation will be shared to the successful bidder. 2. Please be guided by terms of RFP. 3. No Changes Permitted.
40	29	68	Confidentiality	We would like to propose changes as per our practice such as a mutual confidentiality clause, etc. Cn we propose such changes at contracting stage?	We regret our inability to amend the legally vetted RFP term.
41	30	68	Indemnity & Limitation of Liability	we would like to propose changes as per our practice such as a mutual indemnity, indemnified parties to be restricted to contracting parties, indemnity only for IPR breach, no-liability for consequential, indirect damages in each case, etc. Can we propose such changes at contracting stage?	We regret our inability to amend the legally vetted RFP term.
42	33	71	Responsibility of Completeness	We request bank to omit this clause or keep it for deviation and discussion at a later stage.	We regret our inability to amend the legally vetted RFP term.
43	33	71	Responsibility for Completeness	The bidder would be happy to provide services as per agreed scope and therefore would like to propose few changes to this clause such as linking this with the scope/SOW, etc. Can we propose such changes at contracting stage?	We regret our inability to amend the legally vetted RFP term.
44	31	71	Intellectual Property Rights	We would like to propose changes as per our practice such as bank to	We regret our inability to amend the legally vetted RFP term.

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				indemnify from use of material provided by it under RFP or otherwise, IPR of proprietary product, derivatives to be retained by the bidder, indemnity exceptions, etc. Can we propose such changes at contracting stage?	
45	39.2	77	The Bank has right to audit the Application /Source Code by the suitable Security Auditor.	We would request to have this only in case of regulatory order and would like to propose few changes such as appointment of auditor mutually, signing of appropriate NDA, no access to the bank of the source code, etc. Can we propose such changes at contracting stage?	We regret our inability to amend the legally vetted RFP term.
46	34	72	Customisation & Integration Process	We would like to propose changes as per our practice such as mutually agreed CR process, party causing delay to be responsible, etc. Can we propose such changes at contracting stage?	We regret our inability to amend the legally vetted RFP term.
47	35.1	73	Bank may require Bidder/OEM to keep source code of proposed solution with approved / recognized escrow agency under escrow arrangements mutually acceptable to the Bank and Bidder for entire project period. Cost of the escrow arrangement to be borne by Bank. Contract will be signed on mutually acceptable terms with Bank and escrow agent. Escrow accounts, nodal accounts should be core Banking functionality.	We request bank to remove this clause, as source code is critical / vital for Vendor and sharing it is against our policy.	We regret our inability to amend the legally vetted RFP term. The arrangement is at Bank's cost and vital for business continuity.
48	36	73	Ownership and Retention of Documents	Since application will be installed and implemented in the infra of the bank,	The CMS solution has to be configured, installed and made ready for use at DC, DR

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				bank's cooperation and assistance will be needed to comply with the clause, and we would like to suggest relevant changes. Can we propose such changes at contracting stage?	and UAT environment by the bidder. Bank will provide hardware infra and support the bidder on need basis wherever required.
49	37	74	Penalty	We would like to propose few modifications to the clause such as not having this clause since remedy of damages would always be there and in case we agree with the clause then we would like to suggest few changes such as mutually agreed SLAs, penalty to be levied in case of defaults solely attributable to us, capping of penalty, service credits in case of exceeding the targeted timelines, etc. Can we propose such changes at contracting stage?	Any project undertaken should have a defined timeline. In case of any unavoidable situation which hampers the project execution, the same shall be considered while arriving at any LD penalty for delay. We regret our inability to amend the legally vetted RFP term.
50	37.2	74	Penalty for Operational/ Functional Issues:	We would like to propose our standard SLAs which can be mutually discussed during contracting stage. Please confirm on the same.	We regret our inability to amend the legally vetted RFP term.
51	39	76	Audit	We would like to propose few modifications to the clause as per our practice such as audit as per regulatory order, with prior notice, within office hours of the documents related to the services, audit scope/plan to be finalized mutually etc. Can we propose such changes at contracting stage?	We regret our inability to amend the legally vetted RFP term.
52	41	79	Exit clause	We would like to propose few modifications to the clause as per our practice such as delay to be considered as such in case it is solely attributable to the bidder, cure period, not having	We regret our inability to amend the legally vetted RFP term.

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				any clause for termination for convenience, etc. Can we propose such changes at contracting stage?	
53	42	79	Termination of Contract	Clause 41 and 42 covers the same intent and therefore, may create a confusion. We would request bank to club these into one clause and to be agreed mutually at the contracting stage	Contents of both the clauses to be considered.
54	42	76	Termination of Contract	We would like to propose few modifications to the clause as per our practice such as breach to be considered as such in case it is material, solely attributable to the bidder, cure period, payment of fees incurred till the effective date of termination,etc. Can we propose such changes at contracting stage?	We regret our inability to amend the legally vetted RFP term.
55	44	81	Normalisation of Bids	Please let us know upto what time this process can be inducted? How bidders will know about this?	The purpose of normalisation of bids is to ensure the shortlisted bidders are more or less on the same technical ground. However, this is at Bank's discretion, not a mandatory process. The Bank can repeat the normalization process at every stage of bid submission till Bank is satisfied. Technically shortlisted bidders will be communicated separately regarding normalisation of bids.
56	59	123	Annexure N - OEM/OSD Authorization Letter	We would like to make few changes to this such as no transfer of source code even if there is termination/development of product. Can we propose such changes at contracting stage?	We regret our inability to amend the legally vetted RFP term.
57	60	125	Annexure O - Format of Integrity Pact whereas………………………………………	In the event we desire to propose few modifications to this, when and how can we suggest the same?	The standard legally vetted format of the Integrity Pact cannot be modified.

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			.... Section 4- Compensation for Damages: (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security. (2) If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee		
58	63	134	Annexure R - Format of Performance Bank Guarantee	In the event we desire to propose few modifications to this, when and how can we suggest the same?	We regret our inability to amend the legally vetted RFP term.
59	6.1.5	18	5. The System should be able to extend and customize requirements as per new product development for various sector specific solution	This requirement is not clear. Are you referring to Corporate segments like Large, SME etc.?	Sector means specific industry segments like Automobile /Textile/ Education/ NBFC / Pharma/Chemical etc. Solution should have capability to upscale/change / customise basis any new service/product developed by the Bank for collection/payment.
60	6.1.10	18	10. Web scrapping should be done by vendors having required legal licenses	Please elaborate the scope for Web scrapping.	Wherever there is requirement of data extraction from web portal, only vendors having required licenses should be enabled
61	6.1.11	19	11. Application should be capable of achieving Single Sign On (SSO)	Please provide the scope for SSO with Finacle CBS.	The scope of this requirement is that if any user logs in to Finacle CBS, the same login should take the user to the CMS application.

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			with Finacle CBS and Internet Banking.		To build this interface, coordination with CBS service provider would be required.
62	6.1.13	19	13. Application should have open APIs for Integrating with client's ERP systems for initiating financial & non-Financial transactions.	Please provide the scope for bank internal systems with which integration is expected.	The detailed scope of integration / API design to be discussed mutually and finalised with successful bidder
63	6.1.15	19	15.Should have Developer portal to enable Bank team to do basic customizations on the available APIs	Developer portal is required for bank users to customize the existing solution or develop new functionality ?	Developer portal is required for publishing open APIs of the Bank which could be accessed by clients for registering, doing customisations to the existing solution & conducting sandbox testing. Developer portal like Integrated Development Environment (IDE) or Software Development Kit (SDK) may be required.
64	6.1.16	19	16. Bidder should have required license to host API services	This requirement is not clear. Please elaborate what license is required to host APIs	The application should host API to interact with ERP of our Corporate customers. For this, valid license to host the API needs to be facilitated to build seamless interface with client's ERP.
65	6.1.18	19	18. The collection for corporate clients through either of the modes viz., Cheque (local /upcountry), Cash, Collection through virtual account via NEFT/RTGS/IMPS/UPI /QR Code.	Please elaborate on the scope for virtual accounts collections via UPI and QR code.	Under CMS , Bank caters to collection in Virtual account on behalf of Corporate clients through various modes viz., cash, cheque, NEFT, RTGS, IMPS , UPI etc . All collections coming into the finacle account of the customer with transaction reference need to be captured and mapped into CMS application for MIS and transaction processing. Application should have the capability to generate dynamic QR and the same should be validated during the payment and application should be able to provide MIS for the corporate customer.
66	6.1.19	19	19. Cheque (local /upcountry) - The solution should have capability to integrate with clearing	The Clearing house interface is from CBS and not the proposed CMS system.	Yes

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			house,process the outward clearing batches, do auto reconciliation and also provide related MIS.	We will interface with bank CBS. Is our understanding clear ?	
67	6.1.20	19	20. Collection through virtual account via NEFT/RTGS/IMPS/UPI/QR Code and likewise.	Please elaborate on the scope for virtual accounts collections via UPI and QR code.	Separate UPI handler will be allocated for CMS collection. Transaction will be through UPI switch. Collection logic will remain same for all the modes. Each corporate will be assigned specific QR code which can be used by their customers/dealers to remit funds. Building interface between bidder's CMS application and various other application of the Bank including CBS is the responsibility of the successful bidder. However, wherever required, Bank will facilitate in exposing the API of its current systems on need basis.
68	6.1.25	20	25. The solution should accept collections from channels like Credit card, Debit card, Internet Banking of any Bank, Prepaid Card, POS machine and other valid digital platform like GPay, Paytm.	This requirement will be satisfied by integrating with the bank's Card Management system and CBS where the incoming transactions will hit.	The CMS application should have capability to integrate with CBS and other running applications of the Bank to handle transactions pertaining to CMS clients.
69	6.1.42	22	· E-Mandate registration functionalities shall be as per latest NPCI guidelines and work on Debit Card authentications, Internet Banking credentials & Aadhar based validations and shall be capable of updating to newer facilities.	Please elaborate why Aadhar & Debit card authentication is required for E-mandate registration ? These mandates would be available on Internet Banking portal for the Billers.	Bank requires facility for mandate registration and transaction processing for all the available modes as stipulated by NPCI. Aadhar based E-Mandate is a new requirement by NPCI.
70	6.1.42	22	• There shall be functionality for rule-based representation of returned/failed transactions.	Please provide examples of the rules applicable for representation of returned/ failed transactions.	Transaction should not be returned where in hold flag is Y so that it can be repushed by the bank admin.

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71	6.1.43	22	• MMS features should include the H2H facility, download of files from NPCI and placing the same in specified folders for invoking uploads for Mandate Verification/Transactions.	The CMS system will not interface with NPCI but would get the files/data from the bank CBS. Is our understanding correct ?	Integration with NPCI is required to establish host to host functionality and avoid manual intervention.
72	6.1.43	22	• The transactions once get over, the response file shall be sent to NPCI through H2H and an ACK shall be updated for status updation in the system.	The CMS system will not interface with NPCI but would handover files/data to CBS. Is our understanding correct ?	Integration with NPCI is required to establish host to host functionality and avoid manual intervention.
73	6.1.70	25	70. Module for tracking change requests.	This requirement is outside the scope of CMS. We include a change management section in our proposal which would help bank understand our process.	The purpose of putting this requirement is to have a track on any customisations done in the application and provide reports to the regulatory authorities as and when required
74	6.1.74	26	74. Application should control amendments/deletion to Audit Trails, Transaction Journal and Logs, and should keep record of all such modifications.	What is meant by Control amendments / deletion to Audit trails? Is a UI required or the requirement is to show amendments / deletion in the audit trail?	Any changes made shall have audit trails that could be properly controlled and monitored. System should generate necessary logs to have proper control on these modifications. The solution should show amendments /deletion in the audit trail.
75	6.1.77	26	77. Capability for client master creation with all KYC compliance. Allocation of authorization /escalation matrix as per client request.	This requirement is not clear. Client CID/CIF will be created in bank CBS with related KYC. What is expected from CMS solution?	Data from existing customers can be fetched from CBS through interface. However, for non-customers, there should be front end option to capture KYC details.
76	6.1.78	26	78. Define process flow for each of the clients based on Scheme master	Require more details on "Scheme Master" and relevance to process flow.	Scheme depicts the specific product viz., collection/payment/mandate /hybrid collection etc. The client parameters to be configured based on scheme mapping.
77	6.1.79	26	79. Product set up parameters should be configurable through front end.	Please elaborate the product setup parameters required on Front end	The product portfolios are defined under various schemes like collection, bulk payment, mandate direct debit etc. In case of collections through cheque, application

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					should have the capability to parameterise release of funds based on inputs say on T+1, T+2, T+3 basis as per terms agreed with customer.
78	6.1.80	26	80. Define process flow for each of the clients based on Scheme master	Require more details on "Scheme Master" and relevance to process flow.	Based on the scheme master it can be decided that process is for collection/payment/mandate /hybrid collection etc
79	6.1.83	26	83. Application should have Credit Generation module for collection services	Is the bank referring to Netting of Collections ?	Bank is referring netting as well as individual credit depending upon the flag set for client
80	6.1.89	27	89. The system should have interface with Drag & Drop/mapping of fields option to create dynamic MIS formats based on the requirements from different clients. Since requirements will be different from client to client, defining of MIS formats can be easy for different requirements from different clients.	Is the bank referring to customized report generation capability like Crystal report ?	Yes
81	6.1.90	28	104. Application should support corporate LMS functionality with key offerings such as domestic sweeping, flexible sweeping, with proper reporting and MIS.	Notional Pooling is not allowed by RBI in India. Please confirm whether this would be part of scope.	Notional pooling is not required
82	6.1.91	28	106. The application should have the capability to provide integrated nodal account for e commerce entities with collection and payment services.	Please elaborate this requirement with an example	By providing facility for nodal account, Bank refers enabling CMS services to e-Commerce merchants acting as intermediaries and connecting customers to vendors. Here Bank collect money online from customers on behalf of vendors. It safeguards the interest of customers and vendors so that payments are collected, processed and payouts are done to relevant vendors without undue delay

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83	6.1.92	28	109. Provision for customer assist through facility to troubleshoot the customer issues online through their profile with limited access.	Is the bank referring to Screen Sharing capability for troubleshooting / Assist?	Bank admin should be able to login to the customer portal and with restricted rights.
84	6.1.110	29	110. The solution should provide readily available Fin-Tech On-Boarding facility with minimum configuration.	Please elaborate this requirement with an example. Is the bank looking at self on boarding module for existing / new customers ?	The application should be configurable to integrate with relevant Fintech application for enhancement of functionalities
85	6.1.113	29	113. The solution should provide facilities to all categories of the customer like Govt Bodies, Education, Health Care, NBFC's, Finance & Insurance, Asset Management Company Manufacturing and e-commerce. It should be able to extend and customize requirements coming up in future to develop sector specific solution.	What is meant by customize requirements coming up in future ? How can the vendor cater for this ? Can the bank provide some examples?	Any new requirement demanded by Corporate clients which is not available in the existing solution will have to be developed and customised to make the solution ready. Vendor has to support in customisations free of cost during the first year of warranty.
86	6.1.120	29	120. Carix Mobile system asynchronous stream service available as integral part of the system. This service should be utilized for alert, MIS.	Is this service required to be utilized by proposed CMS application only for Mobile based alerts/MIS/OTP ?	Yes
87	21	61	21.1 All support & services required for supply, configure, customize, implement, integrate and maintain CMS Application, as described in RFP, will be the part of the project deliverables during the contract period (under warranty or post warranty) 21.2 The warranty would be on-site and comprehensive in nature. Warranty will start from the date of full go- live and will be valid for	Any additional requirement that will be found during gap analysis, will go through Change Request which will be mutually discussed and agreed upon.	We regret our inability to amend the legally vetted RFP term.

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			a period of one year. The successful bidder shall provide maintenance and support under warranty, without any extra cost, for a minimum period of one year. Warranty for software will start from the date of final signoff (go-live) of the by the Bank. Bank will not pay any charges during warranty period.		
88	25	20	The solution should accept collections from channels like Credit card, Debit card, Internet Banking of any Bank, Prepaid Card, POS machine and other valid digital platform like GPay, Paytm.	Ideally there is a dedicated inward collection application that receives the inward collections from different channels. Please elaborate on the scope expectation from a transaction banking application.	The CMS application should have capability to integrate with CBS and other running applications of the Bank to handle transactions pertaining to CMS clients.
89	30	20	30. Host to Host Integration - Application should have the capability to integrate through SFTP,H2H, Webservice /API, bulk and batch process directly with client's ERP system/any front- end operating system of the client to initiate automated payment advice without any manual intervention. The modes of bulk remittance should be through IFT (internal fund transfer), NEFT, RTGS, IMPS, NACH,UPI, BBPS, Prepaid card wallets. This facility renders payments to shareholders/investors for dividend, interest, redemption proceeds, IPO refunds or any other payouts with a configurable workflow, which allows initiation of approvals/ STP.	We understand that the prepaid card wallets will be from UBI. If other wallets, please share the scope of wallet providers.	Prepaid card wallets will be from UBI.

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90	108	28	108. The solution should facilitate with client file mapping tool, where input file can be accepted in either of the file format such as CSV, text delimited, XML and generate the desired system uploadable output file.	We understand the output file is the bank's internal processing system. Please confirm.	Output file can be internal to Bank's system as well as outside to Bank's system.
91	6.1 D - Point #52	24	All the built-in reports must be designed in a standard source like Oracle with capabilities to integrate with other reporting engines.	Please elaborate more on this requirement.	All built in reports should be developed in standard report building tool like Oracle Reports. Reporting tool should have capabilities to generate reports against any data source (Oracle DB, JDBC, XML and text files). Report building tool should have capability to integrate with other reporting tools.
92	6.1 D - Point #86 & #87	26	Application should have Charges computation module which will calculate charges based on the parameters defined in client master and push the financial transactions to Finacle for accounting and module shall be able to handle all GST related activities from time to time.	Please elaborate more on this requirement.	There should be option in the solution to define transaction level, customer specific charges based on volume, value, slabs/tiers, thresholds, flat fees, using netted and multiple layer conditions. The system should have capability to calculate monthly charges and the accounting entries should be posted in Finacle. There should be interface with Bank's GST software for GST related activities.
93	6.1 D - Point #97	27	The files generated from CMS application in the form of MIS reports should be untamperable within UBI and at client end, it should not be capable of reconstruction.	Please elaborate more on this requirement.	The requirement is put in so as to ensure that the shared information is not misused or misquoted elsewhere.
94	6.1 D - Point #127	30	Mobile app based authentication	Please elaborate more on this requirement.	In the bidders CMS application, there should be a provision for verification through mobile APP at customer end with multi-level authorization matrices

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95	6.2.6	31	Any suggestions from the Bank will have to be included by The Bidder.	Please elaborate more on this requirement.	Customisations which are critical for the system to go LIVE and to meet the requirement of clause 6.1 shall be part of the scope of work without any additional cost to the Bank.
96	34.3	73	The successful bidder will have complete responsibility of end to end integration with Bank's existing application as per requirement of proposed CMS Application, such as CBS, Treasury System, RET_AD, SWIFT, AML and likewise Bank will only facilitate interaction with respective vendor of existing application. The bidder is expected to include effort of integration in its implementation plan and cost. Successful bidder will be solely responsible for any delay in integration with Bank's application.	Bidder is expected to include efforts of integration however any efforts required at third party end for the same is to be manage by Bank and not by bidder.	We regret our inability to amend the legally vetted RFP term.
97	25.1	63	Payment Terms: License Cost	We propose the following amendment to payment terms : 01. On Contract Sign-0ff : 50% 02. On Delivery of License Certificate-50%	We regret our inability to amend the legally vetted RFP term.
98	25.2	64	Implementation Cost (OTC)	We propose the following amendment to payment terms : 01.On signing the contract 30% 02.On Successful installation of Solution on SIT and UAT:20% 03.On completion of detail requirement study: 15% 04 User Acceptance Test Sign Off for Phase 1: 15% 05 User Acceptance Test Sign Off for Phase 2: 15%	We regret our inability to amend the legally vetted RFP term.

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				06. After 3 months of Successful Go live: 5%	
99	25.3.9	65	ATS cost will be paid quarterly in advance against receipt of satisfactory service report of previous quarter from the Bank's Project / Operation Manager.	We would like to suggest the following: Payable in advance for a year at the beginning of AMC period after warranty period of 3 months.	We regret our inability to amend the legally vetted RFP term.
100	6.3.3	32	All software envisaged is required to be on-premises irrevocable perpetual software licensed to Union Bank of India, right to use the software even after the contract period.	It is recommended that bank continues to have AMC Contract with the vendor for continued product usage.	Bank will procure software license with a clause to further extend it annually as per need. However, till contract period up to 5 years, AMC will be with the bidder. Thereafter, Bank has the discretion to choose the vendor for AMC.
101	25.3.5	65	Subscription base license fee will be payable half yearly in advance	Subscription base license fee will be payable yearly in advance	Please be guided by the clause stipulated in the RFP
102	25.3.10	65	The payment for onsite technical support shall be made quarterly in arrears.	Request to make this payment quarterly in advance	We regret our inability to amend the legally vetted RFP term.
103	25.3.11	65	Operational Issues will be part of Managed Services and not part of Go-Live Sign Off.	Please drop this clause. The RFP Scope will be final for delivery and operational issues will nt be considered	We regret our inability to amend the legally vetted RFP term.
104	53 Annexure G	111	The cost of 2 onsite resources in TCO is for 4 years and the same cost will be frozen for next 3 years, if Bank choose to continue the onsite services. Bank may take additional or lesser resource/s as per frozen price through this tender process. The rate should be valid for 8 years from date of Go Live Closure sign off of Project	We would request relaxation for this clause. We would suggest revision to onsite resource cost every two years.	We regret our inability to amend the legally vetted RFP term.
105	6.1 C Point 18		The collection for corporate clients through either of the modes viz., Cheque (local /upcountry), Cash, Collection through virtual account via	Understanding is all transactions via NEFT/RTGS/IMPS/UPI / QR Code etc. will come to our solution in predefined agreed format as Inward collections using virtual account which needs to	Yes, understanding is correct. But the exchange of data between Banks applications and bidder's CMS application will be through API. Building interface between bidder's CMS application and other

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			NEFT/RTGS/IMPS/UPI / QR Code etc.	be processed for passing credit to customer. Direct reading of these files from gateway or scanning from our solution will not be required. Please confirm	applications of the Bank including CBS is the prime responsibility of the successful bidder. No. need to Discuss
106	6.1 C Point 19		19. Cheque (local /upcountry) - The solution should have capability to integrate with clearing house and process the outward clearing batches and auto reconciliation and also provide related MIS	Understanding is scanning of cheques will be done outside the solution through bank's Scanning system and data along with images will be sent to our solution for MIS. Pls confime if integration will be done by bank's scanning system or expected from our system. Also what type of reconciliation is referred here	Scanning of cheques will be done through Bank's scanning system. The proposed CMS solution should have capability to capture the instrument details for a customer and to integrate with CTS server to process the outward clearing cheques. The CMS solution should have Auto reconciliation of the instrument presented/returned with CBS linked accounts for related transactions. Integration should be through API.
107	6.1 C Point 24		The solution should generate the QR code for a collection based on the virtual account number with any other available input.	Please elaborate on flow, when QR code will be generated. Will it based on receivable invoices. Will payment be received via QR code in CBS and information for same will be passed to our solution as inward collections	Dynamic QR will be generated which can be used by their customers/dealers to remit funds. The fund remitted will be received in Banks applications. Building interface between bidder's CMS application and other applications of the Bank including CBS is the prime responsibility of the successful bidder. Wherever required, Bank will facilitate in exposing the API of its current systems on need basis.
108	6.1 C Point 25		The solution should accept collections from channels like Credit card, Debit card, Internet Banking of any Bank, Prepaid Card, POS machine and other valid digital platform like GPay, Paytm.	Understanding is our solution need to integrate with CBS for receiving collections from different channels. These will be processed in CBS and will be sent to our solution for MIS purpose	Corporate customers should have option to receive online payments from clients. The proposed CMS solution shall have the capability to capture the details from the CBS and provide MIS.
109	6.1 C Point 28		Provision for customizing the MIS as per corporate's ERP desired format.	We assume this will be a file download in excel or text format for sending transaction status to corporate ERP. Please confirm	Yes, in an acceptable format of standard ERPs.

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110	6.1 E Point 35		The application should have the functionality for mandate registration, transaction and capability to integrate with internet Banking / debit card / credit card / Finacle CBS / NPCI for physical as well as e mandate registration for direct debit as well as NACH.	We understand integration with internet Banking / debit card / credit card / Finacle CBS will be required for e-mandate registration which will be outside our solution. Please confirm	The proposed CMS solution shall have the capability to integrate between channels existing in Bank so as to achieve the desired functionality. Wherever required, Bank team will support and coordinate in getting the integrations done.
111	6.1 E Point 42c		MMS features should include Bulk scanning, OCR capture of data, registrations through manual as well as upload processes, auto-generation of outward transactions, file creation for credit to Bank accounts and corporate accounts (within Bank as well as outside the Bank).	Bulk scanning and OCR reading is expected to be outside the system and our solution will read the file with mandate image storage. Pls confirm	RFP terms should be adhered to.
112	6.1 E Point 42f		E-Mandate registration functionalities shall be as per latest NPCI guidelines and work on Debit Card authentications, Internet Banking credentials & Aadhar based validations and shall be capable of updating to newer facilities.	We understand Debit Card authentications, Internet Banking credentials & Aadhar based validations will be outside our solution for e-mandate registration. We will receive pain009 files for mandate registration. Please confirm	The solution should be capable of mandate registration on basis of the validation response fetched through channels like debit card, internet banking and Aadhar card.
113	6.1 E Point 42g		E-Mandate registration functionalities including registration module at multiple locations of Bank & Corporate Branches through webpages as well as "bit.ly" link creations.	We understand "bit.ly" link is for corporate website which will be outside our solution for e-mandate registration. We will receive pain009 files for mandate registration. Please confirm	Agree. Application should have the capability to provide the mentioned functionality.
114	6.1 H Point 77		Capability for client master creation with all KYC compliance. Allocation of	We understand KYC compliance will be taken care in CBS. Our solution will extract customer onboarding data from CBS. Please confiem	Data from existing customers can be fetched from CBS through interface. However, for non-customers, there should be front end option to capture KYC details.

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			authorization/escalation matrix as per client request.		
115	6.1 H Point 78		Define process flow for each of the clients based on Scheme master	Please elaborate on scheme	Process Flow is based on the Scheme master and product wise (collection/ payment / mandate /hybrid collection etc.) definition.
116	6.1 K Point 96		The application should be configurable to fetch data from various TReDS platforms through API for generation of various reports.	Will extraction of data from TReDS is only for MIS purpose and has nothing to do with FinnAxia transactions. Please detail on the requirement and flow	Data extraction from TReDS platforms is for MIS purpose and generation of transaction file to be posted in CBS.
117	6.1 M Point 110		The solution should provide readily available Fin-Tech On-Boarding facility with minimum configuration.	Pls detail on what is meant by Fin-Tech On-Boarding.	The proposed CMS solution shall have the capability to integrate with Fintech application offering off the shelf product not existing in the existing solution, to provide add on functionalities.
118	6.1 N Point 116		System should provide for all kinds of reconciliation for the bank, client/customer and for collections in an Auto reconciliation mode by total integration with CBS, ERP etc. using respective transaction reference numbers. Reconciliation should be available in General ledger format on daily basis with CBS. Response/Reverse MIS of successful and failed transaction in various desired formats to be available.	Pls elaborate on what type of reconciliation is expected here . Is it the feed of transactions done from our solution to CBS or ERP. Is reconciliation against the receivable invoices and collections required	System should do auto reconciliation for both Bank and customers for all the kind of transaction done through the application with the CBS a/cs related to the transaction. The feed of transactions will be done from CMS solution as well as initiated through client's ERP to the CBS. The transactions fed from CMS solution, CBS and ERP should match with respective transaction reference numbers and proper report should be made available for easy tracking and reconciliation. The reconciliation tool is not limited to just receivable invoices and collections, but all type of transactions routed through CMS solution.
119	6.1 N Point 117		The automatic reconciliation tool should be available, and product should support "one to many" and "many to one" reconciliation methods.	We understand this is reconciliation between transactions done in our solution with statement from CBS. Please detail on reconciliaion parameters and matching logic .	For all the transactions routed through CMS application, there should be option to match entries posted in CBS and status /ack received in CMS application. Matching type should be one to one (Bank statement

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					matched with application transaction and reconciled against each other), one to many (Bank statement reconciled with many application transactions) , many to one (many Bank statement lines are grouped and reconciled against a system transaction) , many to many (many statement lines are grouped and reconciled against many system transaction) .
120	6.1 N Pont 119		Report generation provision should be there for mismatch entries which are not available in CBS.	Is the expectation that we wil get some feed from CBS and we need to match with our solution based on some reference number or there is different undestanding. Pls elaborate	Transaction reference no, transaction ids, transaction status etc. will be fetched from CBS through API interface between CMS solution and CBS.
121	page 16 and 66		'Facility Management'	Could you please elaborate the scope of "Facility Management Support"? If this is related to infra maintenance then it should be managed by bank's IT team.	IT infra will be managed by Bank's team. However, vendor should support on application and database management, periodic patching and security updates, support in resolving observations pointed in audits, data backup, back end query generation and ensuring acceptable level of uptime and performance of application as stipulated in RFP terms
122	Page 11 (Section 1, last paragraph)		Middleware software needs to be provided by the vendor. The cost can be included in the commercials submitted	Are you referring to Middleware softwares like DB and AS? If yes then we can provide the h/w and s/w sizing to deploy our application however bank will have to procure these softwares separately.	Middleware software refers to those software's which will facilitate building interface between proposed CMS solution with CBS and other applications of the Bank. The cost can be included in the commercials submitted by the bidder. Bidder can suggest the middleware having compatibility and submit hardware sizing accordingly. Hardware will be provided by the Bank.
123			H/w and s/w requirements	Please fill up details of volume projections in next sheet "Volume Projections" and also mention the	Volume Projections are shared separately

Sr. No.	Clause No	Page No.	Clause	Query	Bank Response
				preferred platform details for h/w and s/w sizing	
124			The Vendor has to complete the rollout of each phase of project before the period/due dates as agreed by the Bank as per projection given in proposal by Vendor. Bank expects to implement the whole project within 6 months from the date of start of implementation. If the Vendor is not able to complete the implementation & rollout of the phases in timelines agreed, then the Bank shall levy penalty charges on the Vendor as per Liquidated Damages clause (Refer Clause 20.0 of this RFP).	We can have mutual discussion with bank during contracting stage on these point	Discussion will be held with the successful bidder. However, Roll out plan as stipulated in RFP must be adhered to.
125			The successful bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the successful bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the successful bidder's inability to meet the established delivery dates or any other reasons attributing to the successful bidder then, that bidder will be responsible for any re-procurement costs suffered by the Bank. The	We can have mutual discussion with bank during contracting stage on these point	We regret our inability to amend the legally vetted RFP term.

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			liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.		
126			If Successful bidder fails to deliver any or all of the Service(s) / Systems or perform the Services within the time period(s) specified in the RFP/Contract / Agreement, BANK shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments due to the Successful bidder. For calculation of LD:	We can have mutual discussion with bank during contracting stage on these point	We regret our inability to amend the legally vetted RFP term.
127			20.1 The contract price for calculation of LD is Purchase Order amount.	We can have mutual discussion with bank during contracting stage on these point	We regret our inability to amend the legally vetted RFP term.
128			20.2 The overall LD will be to a maximum of 8% of Purchase Order amount.	We can have mutual discussion with bank during contracting stage on these point	We regret our inability to amend the legally vetted RFP term.
129	39.1		39.1 The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to cooperate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as	We can have mutual discussion with bank during contracting stage on these point	The bidder will have query access to tables and is required to provide customised data as and when required.

Sr. No.	Clause No	Page No.	Clause	Query	Bank Response
			RBI may call for to carry our inspection and/or other functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the Bidder has to ensure rectification of all the irregularities thus pointed out by the auditor within a given time frame.		
130			The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for subcontracting; including the controls that need to be implemented shall be included in the supplier agreement	We can have mutual discussion with bank during contracting stage on these point	We regret our inability to amend the legally vetted RFP term.
131	5	96	Solution should be able to extend and customize requirements as per new product development for various sectors	Bank's Corporate customers are generally categorised basis various Corporate segments (SME, Large Corporates, etc) or by the type of industry (Automobile, Chemical, etc.). Is this the same referred here as 'Various Sectors'?. Kindly validate our understanding.	Sector means specific industry segments like automobile / textile / education / NBFC / pharma / chemical etc. The proposed CMS solution should have capability to upscale/adapt/customise basis any new service/product developed by the Bank for collection/payment.
132	11	96	Should have Developer portal.	Request more information regarding Developer Portal's expectation.	Developer portal is required for publishing open APIs of the Bank which could be accessed by clients for registering & doing sandbox testing. Developer portal like Integrated Development Environment(IDE) or Software Development Kit (SDK) may be required.
133	26	97	There should be provision of taking back up in external media for	As per our understanding this would be taken care by Bank's IT team. Require	Application back up to be taken care by bidder through back up software or any

Sr. No.	Clause No	Page No.	Clause	Query	Bank Response
			offsite storage	more clarity if the expectation is different.	other tool at no additional cost to the Bank during support period. Database back up will be taken care by Bank .
134	48	102	Provide multiple initiation modes, query for areas including real time status, real time alerts and notifications and download reports.	Could you be elaboratec about the Muliple Initiation Modes with an example.	Multiple initiation modes refers to various gadgets through which application can be accessed like tablet , laptop, desktop , mobile etc.
135	62	103	Managing and Monitoring of system resources like storage, usage etc.	As per our understanding this would be taken care by Bank's IT team. Require more clarity if the expectation is different.	Hardware infra will be managed by Bank. However, application software maintenance and support is bidder's responsibility and shall monitor system resources for storage usage etc as the volume goes up
136	63	103	Version maintenance of Application, Scheduling back up of application etc.	version control of Application Source code will be taken care by bidder . Application/DB backup will be the responsibility of Bank IT, request clarification.	Application back up to be taken care by bidder through back up software or any other tool at no additional cost to the Bank within the support period. Database back up will be taken care by Bank.
137	64	103	Maintenance of UAT environment. UAT set up should be in syc with live application in terms of Data and functionality.	First time Environment setup will be done by bidder. Any Additional environments like Pre-Prod env should be taken care by Bank IT, request clarification.	Maintenance of UAT environment and any necessary additions should be the responsibility of the bidder's onsite resource during the support period.
138	66	103	Audit trails should be enabled for all activities including financial and non financial activities.	Is this for Bank User or Corporate Portal User?	For both Bank user as well as corporate portal user
139	69	103	Define process flow for each of the clients based on Scheme master	Request More clarification on Scheme Master	The product portfolios are defined under various schemes like collection, bulk payment , mandate direct debit etc. In case of collections through cheque, application should have the capability to parameterise release of funds based on inputs say on T+1, T+2, T+3 basis as per terms agreed with customer.

Sr. No.	Clause No	Page No.	Clause	Query	Bank Response
140	99	107	There should be provision for report generation of mismatch entries which is not updated in CBS and proposed solution	Is this based on ACK / NACK provided by the CBS for the Accounting entries generated by CMS application? Please provide more clarification along with Business scenario.	The report generation of mismatch entries should be based on ACK/NACK provided by CBS and other interface applications for the entries generated by CMS application. To illustrate one business scenario, suppose an outward payment is initiated in CMS application, actual posting is done in finacle, but no response is received in the CMS application. This entry to be populated in mismatch report. In case of inward payments, actual posting is done in the account in CBS, but the message is not received in CMS application , such entries should reflect in mismatch report. The main purpose for this requirement is to have proper reconciliation and to ensure posting of all the transactions initiated
141	13.3	39	In the event of non-performance of obligation or failure to meet terms of this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the successful bidder should be included in the remaining amount of the contract value.	We request the bank to give prior notice before invoking the guarantee	We regret our inability to amend the legally vetted RFP term. However, advance notice of 1 month shall be given to rectify issues to comply with the terms of RFP.
142	30.1	68	Subject to Clause 30.4 below, the bidder (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities,	We request the bank that the indemnity clause is kept bilateral, limited only to 3rd parties and direct damages finally awarded by a court of competent jurisdiction.	We regret our inability to amend the legally vetted RFP term.

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			losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.		
143	31.1	71	In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights and likewise arising from the use of the procurement of this RFP or any part/component thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.	We request the Bank that this clause is kept within the ambit of limitation of liability clause.	We regret our inability to amend the legally vetted RFP term.
144	39	76	Audit	We request the bank that any audit agreed between the parties is undertaken with a reasonable prior notice of atleast 10 days.	We regret our inability to amend the legally vetted RFP term. Generally, the audit dates will be intimated in advance. However, in case of any special and surprise audit, the

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					bidder should provide the required support and co-operation for smooth conduct of audit.
145	42	79	Termination	We request the bank that the termination is made mutual and any termination for breach of conditions under the agreement or shortcomings in performance should be only after a reasonable curing period (preferably 45 days or can exceed this, depending on a case to case basis and after mutual agreement between the parties.)	The clause stipulated in the RFP cannot be modified. However, advance notice of 30 days shall be given to resolve issues and bring in functionality as per terms of RFP.
146	13.1. Bid Security :	38	13.1. The bidder has to submit the "Bid Security Declaration" on their organizations letter head duly signed and stamped by their authorized signatory" accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fails to submit a performance Bank Guarantee before the deadline defined in the request for proposals (RFP) document, they will be blacklisted for two years. In case of change in any Govt guidelines related to Bid Security then bidder must adhere the same accordingly.	13.1.1. The bidder has to submit the "Bid Security Declaration" on their organizations letter head duly signed and stamped by their authorized signatory" accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fails to submit a performance Bank Guarantee before the deadline defined in the request for proposals (RFP) document, they will be ~~blacklisted for two years. In case of change in any Govt guidelines related to Bid Security then bidder must adhere the same accordingly.~~ Justification - Difficult to accept Blacklisting/ Debarment clause since it jeopardizes the entire Bidders India Business. We request bank to accept the EMD against the tender in this regard.	Backlisting is not stipulated in RFP anywhere. The Bid security clause is amended as below: Either the bidder is required to submit bid security declaration OR Submit Bank Guarantee in favour of Union Bank of India issued by any scheduled Commercial Bank. The details are given as a separate point in Corrigendum.
147	13.3. Perform	39	13.3. In the event of non-performance of obligation or	13.3. In the event of non-performance of obligation or failure to meet terms	We regret our inability to amend the legally vetted RFP term. However, advance notice

Sr. No.	Clause No	Page No.	Clause	Query	Bank Response
	ance Bank Guarant ee		failure to meet terms of this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the successful bidder should be included in the remaining amount of the contract value.	of this tender the Bank shall be entitled to ~~invoke the performance guarantee without notice or~~ right of demur to the successful bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the successful bidder should be included in the remaining amount of the contract value.	of 1 month shall be given to rectify issues to comply with the terms of RFP.
148	13.4. Perform ance Bank Guarant ee	39	The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.	13.4. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.	We regret our inability to amend the legally vetted RFP term.
149	13.7. Period of Validity of Bids	39	Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Bank. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by the bank in case of need. The price quoted in Final Commercial Offer will be valid for at least 180 days from the date of offer.	13.7.1. Bids should remain valid for the period of at least 90 days from the last date for submission of bid prescribed by the Bank. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by the bank in case of need. The price quoted in Final Commercial Offer will be valid for at least 90 days from the date of offer.	These are standard clauses. We regret our inability to amend the legally vetted RFP term.
150	15.Gene ral	48	The Bank reserves the right to disqualify the bidder/(s) if	The Bank reserves the right to disqualify the bidder/(s) if bidder/(s)	We regret our inability to amend the legally vetted RFP term.

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	Conditions of Two-Part Bid Process - 15.2.14		bidder/(s) have not completed any project successfully in Union Bank of India in stipulated time i.e. upgrade, Installation, Implementation etc.	have not completed any project successfully in Union Bank of India in stipulated time i.e. upgrade, Installation, Implementation etc.	
151	16 RFP Clarifications - 16.2.3	49	The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidder is not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.	16.2.3 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. ~~In the event the bidder is not willing to accept the terms and conditions of the Bank, the bidder may be disqualified.~~ Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.	We regret our inability to amend the legally vetted RFP term.
152	16.3 Other RFP Requirements- 16.2.6	53	16.3.6 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.	16.3.6 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. ~~The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.~~	We regret our inability to amend the legally vetted RFP term.
153	16.3 Other RFP Requirements- 16.3.13	54	16.3.13 There will be an acceptance test by the Bank or its nominated consultants after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the bidder	There will be an acceptance test by the Bank or its nominated consultants after implementation of the solution. In case of material discrepancy in solution implemented, the Bidder will be provided a cure period to rectify and correct such material discrepancies in terms of requirement	We regret our inability to amend the legally vetted RFP term.

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			should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants.	of the contract. On the failure of the Bidder to rectify the material discrepancies, the Bank reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants.	
154	16.6 General Terms - 16.6.7	57	Canvassing of any kind will not only invite disqualification but also will debar the Bidder from future participation in the tendering process.	Canvassing of any kind will not only invite disqualification but also will debar the Bidder from future participation in the tendering process.	We regret our inability to amend the legally vetted RFP term.
155	17 Rejection of Bid - 17.6	58	Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. will be a disqualification.	Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. will ~~be a disqualification.~~ lead to rejection of the bid.	Please be guided by terms of RFP.
156	18 Modification and Withdrawals of Bid	59	No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity specified by bidder in the submitted bid. In the event of withdrawal of the bid by bidders, the bidder is liable to be suspended from participation in any future tenders of the Bank for 2 years.	No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity specified by bidder in the submitted bid. ~~In the event of withdrawal of the bid by bidders, the bidder is liable to be suspended from participation in any future tenders of the Bank for 2 years.~~	We regret our inability to amend the legally vetted RFP term.
157	20 Liquidated Damage (LD)	59	If Successful bidder fails to deliver any or all of the Service(s) / Systems or perform the Services within the time period(s) specified in the RFP/Contract / Agreement,	If Successful bidder fails to deliver any or all of the Service(s) / Systems or perform the Services within the time period(s) specified in the RFP/Contract / Agreement, BANK shall, without	We regret our inability to amend the legally vetted RFP term.

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			BANK shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments due to the Successful bidder. For calculation of LD:	prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) ~~from payments due to the Successful bidder.~~ For calculation of LD:	
158	23 Annual Technical Support	62	The Bank reserves the right to terminate the ATS (if contracted) by giving Successful Bidder, a prior and written notice of one month indicating its intention to terminate the Contract, if the services rendered by the vendor(s) are not satisfactory. In that case, the vendor(s) will refund the proportionate amount of ATS for the rest of the period of the ATS, if any.	The Bank reserves the right to terminate the ATS (if contracted) by giving Successful Bidder, a prior and written notice of one month indicating its intention to terminate the Contract, if the services rendered by the vendor(s) are not satisfactory and if the vendor fails to rectify the same after receipt of a prior written notice of at least 30 days from the Bank to cure the defect. ~~In that case, the vendor(s) will refund the proportionate amount of ATS for the rest of the period of the ATS, if any.~~ Justification - ATS cannot be refunded as it is paid annual in advance to the OEMs.	The clause stipulated in the RFP cannot be modified. However, advance notice period of 1 month shall be given to rectify the issues and bring in functionality as per RFP terms.
159	23 Annual Technical Support	62	Not following all that is mentioned above, the Bank reserves the right to outsource the software maintenance work to a third party or the bank may decide to perform the same through its internal resources. Whatever the case may be (either third- party maintenance or maintenance through internal resources), the vendor(s) shall provide requisite maintenance training, technical know-how, and expert assistance	Not following all that is mentioned above, the Bank reserves the right to outsource the software maintenance work to a third party or the bank may decide to perform the same through its internal resources. Whatever the case may be (either third- party maintenance or maintenance through internal resources), the vendor(s) shall provide requisite maintenance training, technical know-how, and expert assistance to the persons and/or agencies, duly authorized by	These are standard clauses. We regret our inability to amend the legally vetted RFP term.

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			to the persons and/or agencies, duly authorized by the Bank for this purpose with no extra cost to bank.	the Bank for this purpose with no extra mutually agreed cost to bank. Justification - Scope creep - We need to have a clear scope of work to execute the project.

Define scope bank need to provide or mutually agreed | |
| 160 | 23 Annual Technical Support | 62 | Any decision in this regard by the Bank shall be final, conclusive and binding on the selected Bidder and shall not be questioned/ challenged by the selected Bidder. | We request deletion of this clause | We regret our inability to amend the legally vetted RFP term. |
| 161 | 26 Adherence of Cyber Security Policy | 66 | 26.3 The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. | 26.3 The deputed persons should aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank subject to the maximum liability agreed in Clause 30. Justification - Uncapped liability on loss of data and security breach. Request to cap this value to TCO | We regret our inability to amend the legally vetted RFP term. |
| 162 | 30 Indemnity & Limitati | 68 | | We request

Clause 31.1 (Page No. 71) & Clause 16.6.12 (Page No. 57) should be | We regret our inability to amend the legally vetted RFP term. |

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	on of Liability			deleted as they are repetitions and also in conflict with Clause 30	
163	37 Penalty	74	37.1 If at any time during performance of the contract, the Vendor should encounter unexpected conditions impeding timely completion of the services under the agreement and performance of the services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor's notice, the Bank shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the Parties in writing, including by amendment of the Agreement, exchange letters or email. The Bidder shall have to enter into a "Service Levels Agreement" with Bank covering all terms and conditions of this tender.	37.1 If at any time during performance of the contract, the Vendor should encounter unexpected conditions impeding timely completion of the services under the agreement and performance of the services, the Vendor shall ~~promptly~~ notify the Bank within 30 days in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor's notice, the Bank shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the Parties in writing, including by amendment of the Agreement, exchange letters or email. The Bidder shall have to enter into a "Service Levels Agreement" with Bank covering all terms and conditions of this tender.	These are standard clauses We regret our inability to amend the legally vetted RFP term.
164	41 Exit Clause	79	41.1 The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:	41.1 The Bank reserves the right to cancel the contract upon issuing a written notice of 30 days in the event of happening one or more of the following conditions, when the Bidder has failed to rectify the same after being given a prior written cure period of at least 30 days:	We regret our inability to amend the legally vetted RFP term. However, advance notice period of 1 month shall be given to rectify the issues and bring in functionality as per RFP terms.
165	41 Exit Clause	79	41.2 In addition to the cancellation of contract, Bank reserves the right to appropriate the damages	41.2 ~~In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through~~	These are standard clauses. We regret our inability to amend the legally vetted RFP term

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			through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period. However Bank shall pay the Bidder for all products and services provided up to effective date of termination.	~~encashment of Bid Security /Performance Guarantee given by the Bidder.~~ Bank reserves right to exit at any time after giving notice period of ~~one month~~ 90 days during the contract period. However Bank shall pay the Bidder for all products and services provided up to effective date of termination.	
166	42 Termina tion of Contract	79	42.2 The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:	42.2 The Bank will be entitled to terminate this Contract, without any cost to the Bank upon issuing a written notice of 30 days ~~and recover expenditure incurred by Bank~~, on the happening of any one or more of the following when the Bidder has failed to rectify the same after being given a prior written cure period of at least 30 days: In the event of termination by Bank, the Bidder shall be paid for the: a) Goods delivered b) Services rendered c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite Bidder's best efforts e) Unrecovered investments till the date of termination.	We regret our inability to amend the legally vetted RFP term.
167	42 Termina tion of Contract	80	42.2.4 The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by the	42.2.4 The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by the another party of its	We regret our inability to amend the legally vetted RFP term.

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			another party of its choice by giving one month's notice for the same . In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. Subject to the liability cap of 8% of Total Contract Value. This clause is applicable, if for any reason, the contract is cancelled.	choice by giving one month's notice for the same . In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. Subject to the liability cap of 8% of ~~Total Contract Value~~ additional expenditure. This clause is applicable, if for any reason, the contract is cancelled.	
168	42 Termination of Contract	80	42.2.9 Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected bidder.	42.2.9 Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected bidder.Subject to the liability cap of 8% of the excess cost.	We regret our inability to amend the legally vetted RFP term.
169	Annexure Z – Bid Security Declaration	150		We request deletion of Blacklisting due to (i) withdrawal/modification of bid during the period of bid validity (ii) failure to execute Contract within the stipulated time (iii) failure to furnish Performance Bank Guarantee within the timelines	We regret our inability to amend the legally vetted RFP term.
170	54 Annexure H – Commercial Bid	115	The cost of 2 onsite resources in TCO is for 4 years and the same cost will be frozen for next 3 years, if Bank choose to continue the onsite services. Bank may take additional or lesser resource/s as per frozen price through this tender process. The rate should be valid for 8 years from date of Go Live Closure sign off of Project.	We request the cost of the resources/FMS shall be on mutual agreed terms post closure of contract terms. Justification - We need to follow the minium wages law act of the central government and if in case there is any changes in the act we are not in position to hold commercial for 8 years.	These are standard clauses We regret our inability to amend the legally vetted RFP term.

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171	Additional Clarfications require			1. FMS is for 5 years post go live as per RFP scope. However template has to option for only 4 years FMS prices 2. Implementation completion period is somewhere mentioned as 9 months and somewhere 6 months. 3. In bid template FMS is required for 4 years, for as per the scope FMS is required for 5 years	1.FMS is for 5 years including 1-year service under warranty. So, template has the option for only 4 years FMS prices 2. Implementation completion period is 10 months from date of release of PO. Please refer the roll out plan stipulated in RFP. 3. Same response as point 1
172	25.3 Payments Terms and Conditions	65	25.3.5 Subscription base license fee will be payable half yearly in advance	We request you to kindly provide clarity, if we are providing subscription based licenses, in that case mentioned payment terms in current RFP will conflict.	Bidder is required to submit quote basis EITHER perpetual license fee (includes unlimited users for Bank for unlimited period, it will be one time cost, and will have 1 Year Warranty, and after 1 Year warranty there will be ATS for next four years) OR Subscription License (unlimited users of Bank for subscribed period of License, it includes ATS and all upgrades and development of software. TCO will have 5-year subscription fees)
173	Saving Clause		Clause not present in RFP	Bidders 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 Customer's omissions or actions whatsoever.	Delays on account of issues not attributable to the bidder will not be considered as default
174	Deemed Acceptance		Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs	Any service deliverable will be thoroughly tested in UAT and In case of any unavoidable situation which hampers the project execution, the same shall be considered while arriving at any LD penalty for delay. The same will be part of service level agreement (SLA) with the successful bidder

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				earlier. Parties agree that bidder shall have 15 days time to correct in case of any rejection by Customer.	
175	Risk and Title		Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	This can be made as part of service level agreement (SLA) with the successful bidder.
176	Credit Period for Payment		Clause not present in RFP	All the payments to be made within 30 days of submission of Service Provider may charge interest at the rate of 1.5% per month for delayed payments. Invoices shall be deemed to have been accepted if Company does not furnish a written objection specifying the nature of the dispute within fifteen (15) days from the date of invoice. Service Provider may assign the benefit of its rights of payment to a third party as part of its debt factoring or other legitimate business arrangements, and Company expressly consents to such assignments.	The same will be incorporated as part of PO issued to the successful bidder.
177	Termination		Clause not present in RFP	Termination - Bidder may terminate the entire Agreement upon written notice of ninety (90) days to the other. Bidder may terminate the Agreement upon written notice to the other in the event that the Bank commits a material breach of the Agreement or Statement of Work and fails to cure such default to the reasonable satisfaction within thirty (30) days after receipt of notice. In the event of termination by Bank, Bidder shall be paid for the: 1. Goods delivered; 2. Services rendered; 3. Work in progress; 4. Unpaid AMCs/	The same will be incorporated as part of PO / SLA issued to the successful bidder.

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				Services; 5. Third party orders in pipeline which cannot be cancelled despite bidder's best efforts; 6. Unrecovered investments shall be paid by customer as per termination schedule till the date of termination.	
178	Change Order:		Clause not present in RFP	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.	This same can be made as part of service level agreement (SLA) with the successful bidder.
179	Pass Through Warranty		Clause not present in RFP	Since Bidder is acting as a reseller of completed products, Bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Bank shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Bidder shall not provide any additional warranties and indemnities with respect such products.	This can be made as part of service level agreement (SLA) with the successful bidder.
180	Hardware Sizing and Performance	36	i Data Centre (DC) – Production ii Data Centre (DC UAT) - Test, Development and Training iii Disaster Recovery Site (DR)	What is the purpose of Development environment? Physical server readiness will be bank's responsibility, please confirm.	The purpose of development environment is to facilitate any customisations by the onsite support team or internal Bank IT team and thereafter check the functionality in UAT. Hardware shall be provided by the Bank.

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	Require d - 8.3				However, installation of application software, creating interface, building of database and creating different environments is the responsibility of the bidder
181	Hardwar e Sizing and Perform ance Require d - 8.1	36	Supply, install, configure, customize, implement, integrate, develop and maintain	What specific activities does the term 'implement' involve?	Implement the CMS application in Bank environment.
182	6. Broad Scope to be covered	15	Supply the required middleware softwares for functioning of the Cash Management Solution and license for all these middleware softwares should be in the name of Bank.	Please elaborate on the exact meaning of the term 'middleware'. Can Bank confirm that they have required softwares with their OEMs separately?	By middleware we mean the software which shall enhance the capability of existing application, more importantly on API, NEFT, RTGS & IMPS etc. For any such requirement, Bank will interact with the successful bidder.
183	6. Broad Scope to be covered	15	Hosting in cloud or physical servers or any environment as per the requirement of the Bank. Migrate the application to any of the infrastructure provided by the Bank at no additional cost.	Does the bank intend to change the environment midway of the implementation?	There is no plan to change the environment midway. Bank has internal cloud system. Thought is to implement the solution in cloud environment only. But the application should have the capability to get hosted on physical servers or any other environment in case of any such scenario, at no additional cost.
184	6. Broad Scope to be covered	16	Creating and managing environments for integration testing and UAT (user acceptance testing).	This is understood as setups of FCM application and not the physical server or any networking associated for working with other systems, is this understanding correct or else please share further details.	The UAT environment given to the Bank is to be configured by the bidder. Any issues encountered in the UAT set up needs to be resolved by the bidder for smooth testing.
185	6.2. Interfac es, 6.2.11	31	The Bidder will responsible for creating an exhaustive set of UAT test cases. Bidder will provide dedicate resource for same. Bidder shall ensure that the test cases	As per our standard approach and methodology, the SIT and UAT test cases & test data should be documented and executed by bank's business team as they have the best	Your perception is agreeable.

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			meet all the testing requirements of the Bank. The Bank will review the same and may propose additional test cases	understanding of how they/end user will utilize the system. Sucessful bidder can share test evidences of key standard unit testing for reference. Please confirm if this is okay?	
186	6.2. Interfaces, 6.2.12	31	All errors, bugs, enhancements / modifications required during and after testing will be immediately resolved by the Bidder (maximum of 5 working days). Workaround solution should be provided on the same day.	The resolution time will depend on the nature of the issue raised and it is difficult to commit to maximum of 5 working days or same day work around due to various factors beyond our control, please confirm if bank is okay to be flexible and accept logically agreed resolution time during the implementation phase?	Bank will be flexible based on the criticality of the bugs encountered and effort required to resolve it. However, 05 working days are enough to address any bug in running application.
187	6. Broad Scope to be covered	15	Perform data migration from existing system to proposed system in a seamless way and the reconciliation of data tables including general ledgers to be done by the vendor while migration from existing system.	Our standard methodology is of migrating static master data only. Transaction data is out of our scope, please confirm if Bank team is going to perform DM of transaction data.	Bank is required to preserve data up to 10 years as per RBI guidelines. Hence, transaction data to be made available to the Bank.
188	6.2. Interfaces, 6.2.10	31	The Bidder will be responsible for setting up the test environment for interface testing.	This is understood as setups of FCM application and not the physical server or any networking associated for working with other systems, please confirm. Also creation, setup and readiness of various other downstream system will be handled by the bank team, please confirm.	All the environment set up be it DC, DR or UAT along with related interfaces has to be done by the bidder. Wherever required, Bank team shall support or facilitate the activity including providing hardware for testing.
189	6.4. Data Migration, 6.4.12.	34	Necessary tools & support services for migration of… a) the data from the existing legacy system of the Bank b) also for first time Master creation	a) Data reconciliation activities which needs to be owned and completed by bank, please confirm. c) Our standard methodology doesn't cover migration of archival data, Bank will need to use legacy system for	Data reconciliation tools are mentioned as one of the requirements. Archival data should be preserved in some table which can be queried from front end to provide regulatory reports and business-related MIS.

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			c) archival data and tool to access it	accessing archived data or similar solution, please confirm.	
190	6.4. Data Migration, 6.4.1	33	The Bidder is expected to provide data download specs which has a mapping to source systems. Required data will be provided by the Bank in its own format. Accuracy of source system data will be the Bank's responsibility. Cleansing and transformation of such data to suit the requirements of the proposed system will be the responsibility of the Bidder with proper logs to be maintained. Bidder will have to define the process of data migration.	Bidder is partially compliant on this point. As per the standard methodology, we will provide loading template which the bank team would have to fill from non-Bidders source system after performing extraction and transformation (if needed), please confirm.	Bank will provide the data for uploading. However, process of data migration can be discussed and supported in detail with the successful bidder during implementation plan design post PO release.
191	6.4. Data Migration, 6.4.4	33	It will be the responsibility of the Bidder to ensure validation for all data migrated from the legacy systems to the new application. Also, Archival data of current system should also be migrated to Bidder's Archival system without any additional cost to the Bank.	Data reconciliation activities which needs to be owned and completed by bank, please confirm.	It is expected to provide reconciliation tools / mandatory reports to facilitate reconciliation. However, reconciliation operation part will be taken care by bank team.
192	14.2.1	43	Project Implementation Time Lines from Start Date of Implementation. (Note there is LD Penalty for any delay from implementation time plan projection. Vendors need to give projection as per their past execution experience and present capability). Provide broad implementation plan with Part- I, Functional & Technical Bid in Annexure X	We are unable commit on Project Implementation time lines due to several factors / controls beyond our control, some examples are as below: a) BSDD (Business Requirement Functional Specifications) sign-off within the define phase. b) Environment readiness - physical servers, base software, port openings c) SIT / UAT testing which the banks testing team will be responsible to conduct	Any project undertaken should have a defined timeline. In case of any unavoidable situation which hampers the project execution, the same shall be considered while arriving at any LD penalty for delay

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193	34.3	73	The successful bidder will have complete responsibility of end to end integration with Bank's existing application as per requirement of proposed CMS Application, such as CBS, Treasury System, RET_AD, SWIFT, AML etc. Bank will only facilitate interaction with respective vendor of existing application. The bidder is expected to include effort of integration in its implementation plan and cost. Successful bidder will be solely responsible for any delay in integration with Bank's application.	As part of our scope, we will do needful on the interfaces working on the FCM product side as per the signed specifications. For the other end-point of the interfaces, this will have to be bank's ownership and responsibility, please confirm.	This is the bidder's prime responsibility to build interface between various Bank's application with bidder application. Bank shall support in providing necessary access and other required details to establish interface.
194	Additional query	License Estimation		• Existing Number of Corporates being serviced for Cash Management Services by Bank • Existing Number of Corporate Accounts being serviced for Cash Management Services by Bank • Year - on – Year growth being envisaged	• 550 • 450 • 30% Each Year for next 5 years
195	Section 6 - Broad Scope to be covered	16	The Bidder shall customize all gaps observed in the Functional / Technical Requirements, Product Demo, Current Systems Study, Training and UAT and pilot rollout. The cost of customization should be included in the price bid. The Bank will not pay any additional customization costs.	The current systems study, training and UAT are implementation activities (post contract) and hence any requirements not listed in the RFP document and discovered during current systems study, UAT etc. will not be known at the time of the bid/RFP response. As such, it will not be feasible to estimate/quote for such unknown gaps and requirements.	Customisations which are critical for the system to go LIVE and to meet the requirement of clause 6.1, should be considered under scope of work without any additional cost to the Bank.

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				Hence it will not be feasible to adhere to this specific clause. Please clarify the bank's response in this situation.	
196	Generic - Not related to a particular clause	N/A	N/A	Please share the number of Corporate Customer Accounts that will be onboarded onto the proposed CMS to offer Cash Management services as well as the anticipated yearly growth in accounts over a 5 year period.	As of today, Bank provides service to around 450 active corporate clients availing various CMS products. Annual growth of 30% is envisaged.
197	Eligibility Criteria - 5.3	13	Bidder should have experience of minimum 3 Years in end to end integration, implementation and support involving Cash Management Solution in complex IT projects like Core Banking/ Digital transformation. (Self-Certified on Company's Letter Head with details of PO, Date of PO, Project Name and brief details of application implemented and integration done, Customer Name, Contact details of the Customer Officials).	We request the bank to include "Bidder / OEM" to be changed as - Bidder /OEM should have experience of minimum 3 Years in end to end integration, implementation and support involving Cash Management Solution in complex IT projects like Core Banking/ Digital transformation. (Self-Certified on Company's Letter Head with details of PO, Date of PO, Project Name and brief details of application implemented and integration done, Customer Name, Contact details of the Customer Officials).	As per point 5.1, 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. As per point 5.4, The Bidder or OEM/OSD should be having experience of implementation of IT projects of minimum two commercial banks one of which must be in India. The requirement is already addressed in the above clauses stipulated in RFP document.
198			Requested Payment terms - Proposed Payment terms from bidder Product (HW and SW) :- 90 % on delivery and 10% post 1 years warranty Implementation and integration :- 30% SRS, 50% UAT and 20% Go live. AMC and ATS Cost: Annual in Advance. We request bank not to		We regret our inability to amend the legally vetted RFP term.

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			link licenses or if any hardware payment with implementation, this cost we need to upfront pay to the respective OEMs.		

9. Transaction Volume Projections

SNo	Descriptions	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
1	Total no. of branches	9500	9975	10474	10997	11547	12125
2	Total FinnAxia Users - (Bank Users)	19106	20056	21054	22101	23201	24355
3	Concurrent FinnAxia Users - (Bank Users)	4777	5014	5263	5525	5800	6089
4	Number of Corporate Customers	450	585	761	989	1285	1671
5	Number of Corporate Users	900	1170	1521	1977	2570	3342
6	Concurrent Users (Online Channel) (Corporate Users)	270	351	456	593	771	1002
7	**Concurrent Users (Bank + Customers)**	**5047**	**5365**	**5720**	**6118**	**6571**	**7091**
8	Transaction Volume per Month - (Cash Management-Global Payments)	72000	93600	121680	158184	205639	267331
9	Transaction Volume per Month - (Cash Management-Global Receivables)	15300000	19890000	25857000	33614100	43698330	56807829
10	Transaction Volume per Month - (Cash Management-Liquidity Management)	12000	15600	20280	26364	34273	44555
11	Transaction Volume per Month - (Virtual Account Management)	60000	78000	101400	131820	171366	222776
12	Transaction Volume per Month - (Digital Compass) Corporate Front End	48000	62400	81120	105456	137093	178221

10. Additional Requirements

	Requirements	Assumption
1	Preferred Platform for Application Server (HP/Intel/IBM)	Bank Cloud
2	Preferred Platform for Database Server (HP/Intel/IBM)	Bank Cloud
3	Preferred OS for Application Server (Windows 2008 or Linux/IBM)	Linux
4	Preferred OS for Database Server (Windows 2008 or Linux/IBM)	Linux
5	Database High Availability Require - Oracle RAC (Yes/No)	No
6	Application Server High Availability Require-H/WLoad Balancer (Yes/No)	Yes
7	DR Site Require - Oracle Dataguard (Yes/no)	Yes

-S/d-
General Manager