

CLARIFICATIONS: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, INSTALLATION, CUSTOMIZATION AND MAINTENANCE OF ASSET LIABILITY MANAGEMENT AND FUND TRANSFER PRICING SOLUTION (Ref: CO/RMD/318/2021-22 Date: 29/10/2021)

Sr. No	Pg no	Section/Clause No.	Details Provided in RFP	Query	Bank Response
1	8	Schedule Clause: 3	Last Date & Time for submission of Bids in Online	Kindly help to shift the date of submission to 15th Dec. This will help us seek our Board and other Management approvals on the requirements raised by the Bank including arranging for all finances	Please refer to Amendment to RFP of ALM FTP published regarding the extension of last date for submission of bids
2	9	Schedule Clause: 5	Documents to be submitted physically by Bidders (Offline Mode) Note: Companies registered as Micro/Small Units under MSE/National Small Industries Corporation (NSIC) should submit documentary proof for claiming exemption for Point No. 1.	For the note mentioned for MSE, please confirm whether UDYAM Registration Certificate is enough for claiming the exemption for Point No.1 along with the Annexure-IX Declaration For MSME Benefits?	UDYAM registration certificate/Relevant certificates issued as per the MSME guidelines of GOI and Annexure-IX will be considered.
3	9	Schedule Clause: 8	Non-refundable Rs. 25,000/- in the form of DD favouring "Indian Bank". (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.: Account No.: 743848138 Account Name: INDIAN BANK, H.O.TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour Mode of submission: (Offline for DD /Online for e-transfer)	As we have already remitted the RFP Cost for the earlier RFP which cancelled by the bank, please confirm if the same will be considered for this new RFP	The bidder fee submitted with the previous RFP Ref No.CO/RMD/244/2021-22 dated 13/09/2021 will be valid for the current RFP also.

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4	10	SECTION-I REQUEST FOR PROPOSAL (RFP) Clause: 4	Part I to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.	Requesting you to allow deviations. This will help in getting approvals for submission.	No deviations are permitted. Please adhere to the clause in the RFP
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5	11	SECTION-I REQUEST FOR PROPOSAL (RFP) Clause: 6	The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of General Financial Rules (GFR) 2017).	<p>1. Kindly request the bank to include both MSMEs and start-ups' for the mentioned clause, for the relaxation of the condition of prior turnover and prior experience. Attached few clarifications given by ministry of Finance for allowing PSU units to relax the conditions for both MSEs and start-ups.</p> <p>2. (As per the GOI Policy Circular No. 1(2)(1)/2016-MA Dt. 10th March 2016) #4. In exercise of Para 16 of Public Procurement Policy for Micro and Small Enterprises Order 2012, it is clarified that all Central Ministries/Departments/ Central Public Sector Undertakings may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications.</p> <p>3. We would like to re-iterate the point as per GOI guidelines that the specified relaxation has been meant for MSMEs at first and then the start-ups were only included at the later point in further addendums released by GOI. Attached a GOI notification where it mentions that start-ups maybe MSMEs or otherwise. Request confirmation from bank that start-ups maybe MSMEs</p>	Companies complying to terms of Make in India guidelines of GOI can bid. The evaluation will be done in accordance with the prescribed guidelines of Govt of India related to MSMEs and start-ups.
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6	11	SECTION-I REQUEST FOR PROPOSAL (RFP) Clause: 7	<p style="text-align: center;">MAKE IN INDIA</p> <p>This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020& its amendments (if any). Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India)</p>	<p>Kindly clarify whether there will be purchase preference for MSME bidders as well, as per the attached GOI Guidelines for MSME (Para 10 of Public Procurement Policy for Micro and Small Enterprises Order 2012)</p> <p>a. As per the above policy, Bank reserves the rights to procure 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFQ, quote their price within the price band of L1+15% and agree to bring down their price to L1 price.</p> <p>b. If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFQ. The above mentioned clause was mentioned even in Indian bank RFPs before. (Please refer Indian bank RFP Ref: CO/ITD/DC/229/R1/2020-21 Dated 19/10/2020)</p>	<p>Companies complying to terms of Make in India guidelines of GOI can bid. The evaluation will be done in accordance with the prescribed guidelines of Govt of India related to MSMEs and start-ups.</p>
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7	11	SECTION-I REQUEST FOR PROPOSAL (RFP) Clause: 8	Bank will provide benefits to micro and small enterprises (MSEs) as per the guidelines of public procurement policy issued by Government of India.	<p>Kindly confirm whether the bank will follow the below public procurement policies of Government of India (GOI)</p> <p>1. (As per the GOI Policy Circular No. 1(2)(1)/2016-MA Dt. 10th March 2016) #4. In exercise of Para 16 of Public Procurement Policy for Micro and Small Enterprises Order 2012, it is clarified that all Central Ministries/Departments/Central Public Sector Undertakings may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications.</p> <p>2. Kindly clarify whether there will be purchase preference for MSME bidders as well, as per the attached GOI Guidelines for MSME (Para 10 of Public Procurement Policy for Micro and Small Enterprises Order 2012). In exercise of Para 16 of Public Procurement Policy for Micro and Small Enterprises Order 2012,</p> <p>a. As per the above policy, Bank reserves the rights to procure 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFQ, quote their price within the price band of L1+15% and agree to bring down their price to L1 price.</p> <p>b. If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFQ. The above mentioned clause was mentioned even in Indian bank RFPs before. (Please refer Indian bank RFP Ref:</p>	Companies complying to terms of Make in India guidelines of GOI can bid. The evaluation will be done in accordance with the prescribed guidelines of Govt of India related to MSMEs and start-ups.
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				CO/ITD/DC/229/R1/2020-21 Dated 19/10/2020)	
8	14	SECTION-II INSTRUCTIONS TO BIDDERS Clause: 1	The Bidder is expected to examine all instructions, forms, terms and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the bid. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank will not be responsible for the same.	What is the existing ALM/FTP/LCR/NSFR computation engine in Bank?	Most ALM and FTP related work are MS Excel based which requires to be converted to tables and maintained in a database in the proposed ALM-FTP solution.
9	16	SECTION-II INSTRUCTIONS TO BIDDERS Clause: 8.a	70:30 Techno-Commercial scoring model will be used for the evaluation. The total marks scored by the eligible bidders as determined by the Bank under Technical Requirements will be given 70% weightage and shall be called Weighted Technical Score (WTS). The Total Weighted Commercial Cost as explained below will be given 30% weightage and shall be called Weighted Commercial Score (WCS).	May request the Bank to reconsider the scoring criteria to 80-20 rather than 70-30? This requirement is critical for our decision making to bid. This will motivate the solution bidders to propose a qualitative solution and an implementation partner that has the right skill, for the Bank	Please adhere to the clause in the RFP
10	17	SECTION-II INSTRUCTIONS TO BIDDERS Clause: 8.2	software offered should meet all the technical specifications as stipulated in the bid	It may be possible that a solution may not meet all requirements. We will provide compliance of proposed solution for bank evaluation. We request to please delete this clause. Sec V mentions min. 80% compliance	Please adhere to the clause in RFP
11	18	SECTION-II INSTRUCTIONS TO BIDDERS Clause: 8.2.e	In addition to the above, bidder shall arrange for site visits (if required) for Bank's team, where the bidder's software is already functional / implemented	In view of existing situation, site visit may be difficult. We request to please evaluate basis bidders documents, presentation and delete this clause	Please adhere to the clause in the RFP

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12	18	SECTION-II INSTRUCTIONS TO BIDDERS Clause: 8.2.e	In addition to the above, bidder shall arrange for site visits (if required) for Bank's team, where the bidder's software is already functional / implemented.	We kindly request the bank to modify the clause as follows In addition to the above, bidder/OEM shall arrange for site visits (if required) for Bank's team, where the bidder's/OEM's software is already functional / under implementation	Please adhere to the clause in the RFP
13	18	SECTION-II INSTRUCTIONS TO BIDDERS Clause: 8.3	implementation of the project will commence upon acceptance of purchase order by the successful bidder	We request to please change it as implementation of the project will commence upon signing of contract between bank and bidder	Please adhere to the clause in RFP
14	19	SECTION-II INSTRUCTIONS TO BIDDERS Clause: 8.3	unit price for each line item should be comparable to prevailing market rates	Price of different components are worked out based on multiple factors including OEM cost. We may not have control on all factors. We cannot control other companies quoting lower prices elsewhere. To bank, total cost quoted by competitors in this bid matters. We request to please delete these clause	Please adhere to the clause in RFP
15	20	SECTION-III CONDITIONS OF CONTRACT Clause: 1	Supply, Installation, Configuration, Testing, Migrating Data	Please clarify which ALM, FTP solution bank has as existing out of which data migration is to be done. How much data to be migrated	Most ALM and FTP related work are MS Excel based which requires to be converted to tables and maintained in a database in the proposed ALM-FTP solution.
16	20	SECTION-III CONDITIONS OF CONTRACT Clause: 1	Contract period will start from the date of purchase order	Please change it as 'Contract period will start from the date of contract between bank and bidder	Please adhere to the clause in RFP
17	20	SECTION-III CONDITIONS OF CONTRACT Clause: 1	Contract period will start from the date of purchase order and will be valid for a period of five 5 years from the date of go-live	A contract is needed to start work. As such, please change it as 'Contract period will start from the date of contract between bank and bidder and will be valid for a period of 5 / 6 years from the date of contract signing	Please adhere to the clause in RFP

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18	20	SECTION-III CONDITIONS OF CONTRACT Clause: 1	supplier has to provide 1 year onsite comprehensive 16*7*365 maintenance support under warranty from the date of go live	Please clarify if supplier here means OEM. OEMs do not provide warranty - they provide ATS which is also not 24x7x365. We request to please delete this clause. Also, go live may be a moving date while contract has to be for fixed period	Please adhere to the RFP. It is stated in RFP as "The supplier has to provide 1 year onsite comprehensive 16*7*365 (6AM TO 10 PM) maintenance support under warranty from the date of go live"
19	20	SECTION-III CONDITIONS OF CONTRACT Clause: 1	Comprehensive Onsite Annual Maintenance Cost (AMC) for 4 years after warranty period of one year after go live. However, Bank reserves the right to enter into AMC with other vendor	As requested, please change all timelines from contract signing date. Please also delete clause 'Bank reserves the right to enter into AMC with other vendor' as contract has to be definitive one	Please adhere to the clause in RFP
20	20	SECTION-III CONDITIONS OF CONTRACT Clause: 1	The supplier has to provide 1 year onsite comprehensive 16*7*365 (6AM TO 10 PM) maintenance support under warranty from the date of go live. Comprehensive Onsite Annual Maintenance Cost (AMC) for 4 years after warranty period of one year after go live. However, Bank reserves the right to enter into AMC with other vendor	The proposed solution for ALM/FTP is not a real time application and only a downstream application and hence do not require 16x7x365 support. The bank themselves have asked for onsite support from 6 AM to 10 PM only. Request to remove 16x7x365 and just mention comprehensive support for the entire contract period.	Clause 9 under section III indicates support on smooth functioning of the application during working hours for the users. However clause 1 under section III includes comprehensive support on entire application from ETL , data processing , logic execution and report generation. Please adhere to the clauses in the RFP
21	20	SECTION-III CONDITIONS OF CONTRACT Clause: 2	Customization / parameterization and interface development (ALM and FTP, CA and profitability)	Considering complexity involved, we request to please give at least 21 weeks to this activity and correspondingly make total timeline as 48 weeks	Please adhere to the clause in RFP
22	20	SECTION-III CONDITIONS OF CONTRACT Clause: 2	Delivery Schedule and Deliverables from the Bidders	The overall time for Design and Build is 9 weeks, whereas for UAT it's 12 weeks. The build time is comparatively less to the quantum of requirements in the RFP. Design should be 4 weeks and Build should be 8 weeks. In total it should be 12 weeks. Kindly realign the delivery timelines.	Bank has timeline constraints. Please adhere to the timelines mentioned in the RFP

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23	20	SECTION-III CONDITIONS OF CONTRACT Clause: 2	Customization / parameterization and interface development (ALM and FTP, CA and profitability)	There is a mention of the Cost Allocation requirement. For this, Bank needs to consider CA software tool for implementation, as is the generally accepted market practice in India. Please confirm.	Cost Allocation is required as per the scope and it should be part of the deliverables. Functional scope covers everything that is expected to be delivered. Please adhere to the clause in the RFP.
24	20	SECTION-III CONDITIONS OF CONTRACT Clause: 2	Delivery Schedule and Deliverables from the Bidders - Please note that maximum expected time frame of the project to Go-live is 9 months from the date of issuing purchase order.	Based on our experience 9 months is very aggressive timeline to fully deploy, test and go-live with the ALM, FTP, and Cost Allocation systems. We request that bank considers the go-live timeline as minimum 18 months. The ALM solution can go-live in 12 months. The FTP and Cost Allocation solution can then go-live by 18th month. Kindly review and confirm.	Bank has timeline constraints. Please adhere to the timelines mentioned in the RFP
25	20	SECTION-III CONDITIONS OF CONTRACT Clause: 2	Delivery Schedule and Deliverables from the Bidders Please note that maximum expected time frame of the project to Go-live is 9 months from the date of issuing purchase order.	Request the bank to provide 1 year time frame for the project to Go-live.	Bank has timeline constraints. Please adhere to the timelines mentioned in the RFP
26	20	SECTION-III CONDITIONS OF CONTRACT Clause: 3	Bank and the successful bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code	OEMs do not provide source code. We request bank to enter into escrow agreement with OEM directly and delete this clause	Bidder may arrange escrow agent; only the subscription cost will be borne by the bank and the bidder. The cost of logistics package and loading the code on escrow will be borne solely by the bidder
27	20	SECTION-III CONDITIONS OF CONTRACT Clause: 3	The escrow will be released to and become the property of the Bank in the event that the agreement is terminated for either default or insolvency or should the bidder cease, or give notice of intention to cease to provide maintenance or technical support service for the software as required by the agreement. All payment and costs with respect to lodging of software with escrow services in India would be borne by the successful bidder.	Request the bank to make the changes as below: The escrow will be released to and become the property of the Bank in the event that the agreement is terminated for either insolvency or should the bidder cease, or give notice of intention to cease to provide maintenance or technical support service for the software as required by the agreement. All payment and costs with respect to lodging of software with escrow services in India would be borne by the successful bidder.	Please adhere to the clause in the RFP

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28	21	SECTION-III CONDITIONS OF CONTRACT Clause: 4	Monitoring & Audit	Please consider to add this clause: "The services hereunder, are not intended to be an audit, examination, attestation, special report or agreed-upon procedures."	Please adhere to clause in the RFP
29	21	SECTION-III CONDITIONS OF CONTRACT Clause: 4	The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder must provide the Bank access to the auditing menu through the application itself and facilitate the audits. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank.	Does the bank have an existing monitoring tool?	The bidder has to provide the access to the performance monitoring tools as per RFP. Please adhere to the clauses in the RFP.
30	21	SECTION-III CONDITIONS OF CONTRACT Clause: 4	For service level measurement, as defined in Service Level Agreement (SLA) (format will be shared with the Successful bidder along with Purchase order), data recording is to be captured by the industry standard tools implemented by the successful Bidder. These tools should be a part of the proposed solution.	Kindly explain how the bank wants to check the SLA. Do the bidder need to integrate with the bank's existing monitoring tool?	Details will be shared with the Successful bidder .
31	21	SECTION-III CONDITIONS OF CONTRACT Clause: 5	Successful Bidder will provide the scenarios for UAT and assist in preparing test cases including the test data to support all the Business scenarios	UAT test cases and test data should be provided by bank. Please modify / delete this clause	Please adhere to the RFP. It is stated in RFP as "The Bank shall conduct User Acceptance Test (UAT) for the ALM & FTP SOLUTION to ensure that all the functional requirements are available & functioning as per RFP and the successful bidder shall support the Bank in the UAT process."

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32	22	SECTION-III CONDITIONS OF CONTRACT Clause: 6	Customization of the Software On awarding the contract, the successful bidder should discuss with core users of the Bank for understanding the functioning of the existing system and gap analysis. The successful bidder shall prepare a customization document based on the gap analysis and other requirements of the RFP. The successful bidder shall undertake to obtain Bank's approval of the customization documentation and associated project plans before software customization work commences. The customization document should provide the plan in detail based on the criticality of the requirements.	Request the bank to clarify that the customization activities will be done only for the gaps identified during requirement gathering phase & SOW to be signed during implementation. Any customization of software apart from the SOW will be considered as Change Request and to be charged separately based on the mutual agreement with the bank.	Please adhere to the clause in the RFP
33	22	SECTION-III CONDITIONS OF CONTRACT Clause: 7	The successful bidder has to provide necessary perpetual enterprise licenses for ALM & FTP Solution which will be used for Primary Site (PR), DR Site, Development and UAT/Training. The successful bidder has to quote for all software license requirements for Primary, DR and UAT/Training implementation in their commercial Bid. Specification for ALM & FTP Solution has also to be mentioned in the technical bid. The Bidder shall furnish all the software licenses in the light of Bank's, its associates, successors etc., requirement for unlimited period and unlimited usages for implementation of the solution. The licensing policy of the solution supplied must be provided to support the licensing model & actual licenses supplied to the Bank.	Contractual arrangement and pricing for implementation and related Warranty/ AMS (SI responsibility) should be separate from contractual arrangement for license and related warranty/ AMS (OEM responsibility). This will help a. More optimized pricing to be passed as the OEM will share their pricing without any additional mark-up and SI will share their pricing b. Ensure better pricing transparency	Please adhere to the clause in the RFP

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34	22	SECTION-III CONDITIONS OF CONTRACT Clause: 7	successful bidder has to provide necessary perpetual enterprise licenses for ALM & FTP Solution which will be used for Primary Site (PR), DR Site, Development and UAT/Training	Please clarify if Development and UAT/Training environment is a single one or separate ones	Please adhere to the RFP. Development to be done in separate environment; UAT/ Training will be one environment. It is stated in RFP as "The successful bidder has to provide necessary perpetual enterprise licenses for ALM & FTP Solution which will be used for Primary Site (PR), DR Site, Development and UAT/Training."
35	22	SECTION-III CONDITIONS OF CONTRACT Clause: 7	The successful bidder has to quote for all software license requirements for Primary, DR and UAT/Training implementation in their commercial Bid	We assume that the Bank will provide software's like OS, JDK, web server, Erwin, reporting and ETL tools etc., which are required for the implementation in addition to Oracle DB as mentioned in the RFP. Kindly confirm.	Bank will provide OS (Oracle Linux), JDK (1.8), WebLogic web server along with Oracle RDBMS. Remaining details can only be provided once full technology stack is shared by the bidder.
36	22	SECTION-III CONDITIONS OF CONTRACT Clause: 7	Licenses - The Bidder shall furnish all the software licenses in the light of Bank's, its associates, successors etc., requirement for unlimited period and unlimited usages for implementation of the solution.	While our licenses are perpetual in nature, which means bank is entitled to use the software for an unlimited period, as long as the ATS is active. The licenses however are not unlimited in usage / quantity. We propose that the bank initially procures License Quantity of "INR 7,50,000 crores in Total Assets" (projected Total Assets till go-live based on historic growth rate of approx. 7% growth rate). Post this period, bank should ask the bidder to provide the cost of buying incremental licenses in the lot of "INR 75,000 crores in Total Assets". Kindly review and confirm and make necessary changes in the "Price Schedule - A. Cost of ALM & FTP solution licenses" of the "Part II - Commercial Bid" on page 97 of the RFP.	OEMs licensing can be done as per asset size of the bank. The projected Asset size of the Bank for 6 years (in lac crore INR) is as follows: 31/03/2022: 657600 31/03/2023: 742810 31/03/2024: 834730 31/03/2025: 944820 31/03/2026: 1042850 31/03/2027: 1042850 The above details are provided for cost estimation of OEM's licenses. The successful bidder will raise the invoices for incremental growth only after the period as mentioned above is over.

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37	22	SECTION-III CONDITIONS OF CONTRACT Clause: 7	7) Licenses The Bidder shall furnish all the software licenses in the light of Bank's, its associates, successors etc., requirement for unlimited period and unlimited usages for implementation of the solution. The licensing policy of the solution supplied must be provided to support the licensing model & actual licenses supplied to the Bank..	1. The licenses will be issued for the holding company of the bank. 2. Only a single instance of the software will be implemented. The bank can manage the ALM/FTP operations of associates, subsidiaries etc. within the same instance as long as the total quantity license is not breached. Kindly review and confirm	Please adhere to the clause in the RFP
38	22	SECTION-III CONDITIONS OF CONTRACT Clause: 7	Licenses - The Bidder shall furnish all the software licenses in the light of Bank's, its associates, successors etc., requirement for unlimited period and unlimited usages for implementation of the solution.	While our licenses are perpetual in nature, which means bank is entitled to use the software for an unlimited period, as long as the ATS is active. The licenses however are not unlimited in usage / quantity. Kindly confirm if we can consider License Quantity of "INR 10,00,000 crores in Total Assets" (projected Total Assets as of 31 March, 2028 based on historic growth rate of approx. 7% growth rate).	Please consider the asset size as mentioned in the RFP
39	22	SECTION-III CONDITIONS OF CONTRACT Clause: 9	scope for the on-site engineer will include configuration changes, version upgradations, performance monitoring, trouble shooting, patch installation, database management (Database schemas specific to application) and support for day to day software solution functional and technical operations	While other scope items are fine, configuration changes to be handled as change request as it may need massive effort. Configuration changes needing up to 4 man days of effort per year may be included in scope	Please adhere to the clause in RFP(PAGE 34 POINT 23)
40	23	SECTION-III CONDITIONS OF CONTRACT Clause: 10	Documentation	Please consider to add "Successful bidder shall be allowed to retain sufficient documentation as part of our professional records to support and evidence the work performed by us. Such retention shall be subject to obligations of confidentiality mentioned herein"	Please adhere to clause in the RFP

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41	23	SECTION-III CONDITIONS OF CONTRACT Clause: 10	The following minimum documentation (hard copy and soft copy) on any proposed software components must be made available in English:	Kindly confirm this is applicable to the successful bidder only. Not required during bidding process.	It is applicable to the successful bidder. Please adhere to the clause in the RFP
42	23	SECTION-III CONDITIONS OF CONTRACT Clause: 9	On banks' request, the successful bidder is bound to increase the onsite support resource at the cost specified in the price breakup	Please clarify if additional support resources would be paid additionally by bank at the rate provided in bid submission.	Additional support resources would be paid at the cost specified in the price breakup submitted with the bid
43	23	SECTION-III CONDITIONS OF CONTRACT Clause: 9	The successful bidder shall provide three onsite support engineers for functional (& ad-hoc reporting), technical support and managing the solution from 10:00 AM to 7:00 PM on all bank working days, from the date of Go Live for a period of 5 years. The successful bidder needs to provide the price breakup of the resources allocated.	This clause is contradictory to Clause 1 of this section: "The supplier has to provide 1 year onsite comprehensive 16*7*365 (6AM TO 10 PM) maintenance support under warranty from the date of go live. Comprehensive Onsite Annual Maintenance Cost (AMC) for 4 years after warranty period of one year after go live." However, it is appropriate to keep timing as 10:00 am to 07:00 pm for solution of this kind. Please confirm.	Clause 9 under section III indicates support on smooth functioning of the application during working hours for the users. However clause 1 under section III includes comprehensive support on entire application from ETL, data processing , logic execution and report generation. Please adhere to the clauses in the RFP
44	23	SECTION-III CONDITIONS OF CONTRACT Clause: 9	Bank has the discretion to reduce/ terminate the onsite support as per the requirement with one-month notice period. On banks' request, the successful bidder is bound to increase the onsite support resource at the cost specified in the price breakup.	Request the bank to provide at least one-month notice period for increasing the onsite support resource as well.	Please adhere to the clause in the RFP
45	23	SECTION-III CONDITIONS OF CONTRACT Clause: 9	On-Site Support - The scope for the on-site engineer will include configuration changes, version upgradations, performance monitoring, trouble shooting, patch installation, database management (Database schemas specific to application) and support for day to day software solution functional and technical operations.	Version Upgrades is a major activity which banks typically take up every 6 - 8 years. We request the bank to keep the version upgrade out of scope for on-site support as it can't be done by 3 onsite engineers alone and requires extensive involvement of Bank, Bidder and OEM. Bidder/OEM is anyways committing to version support for the contract period. Kindly review and confirm.	On site support should be part of version upgrade team for most version upgrades. Minor version upgrades should be taken up by onsite support

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46	24	SECTION-III CONDITIONS OF CONTRACT Clause: 11	On-Site maintenance of ALM & FTP Solution and related products with customization, change management, addition of new reports as required and desired by the Bank. Performance tuning of application, necessary and adequate patches, upgrades, utilities, tools etc. after successful GO-LIVE of the ALM & FTP Solution at the Bank, inclusive of providing support for day to day functional and technical support to the Bank's team at Corporate Office, Chennai.	Location – Considering the COVID situation, can we propose implementation from remote location such as Bangalore/ Mumbai? Question is applicable for implementation. For support, we can	Please adhere to the clause in the RFP
47	24	SECTION-III CONDITIONS OF CONTRACT Clause: 11	Installation, Maintenance and Support Ø The solution has to be installed and customized as per bank's requirement by the OEM of the proposed ALM & FTP software solution only.	Please clarify if implementation is to be done by OEM or system integrator. In case it is to be done by OEM who provide license and ATS also, bank may change RFP scope for system integrator only to support the go live system	Please adhere to the clause in the RFP.

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48	24	SECTION-III CONDITIONS OF CONTRACT Clause: 11	The solution has to be installed and customized as per Bank's requirement by the OEM of the proposed ALM &FTP software solution only.	<p>We have done so many successful implementations in other PSU Banks. We are fully capable of carrying out implementation. OEM involvement can be limited to the following:</p> <ul style="list-style-type: none"> • Review of Business Requirements Specification (BRS) document, taking into account all quantitative and qualitative aspects related to the configuration of the solution from an industry-leading practices perspective and in tune with regulatory guidelines. • Review of solution architecture to assess the extent to which same will support business requirements and review gaps/customizations if any. • Review of information requirements and supporting processes with respect to completeness and quality. • Review the transition plan and approach. This way the Bank will have OEM's skin in the game and domain expertise of consultant system integrator at a reasonable cost. Many other PSU Banks have taken the same approach. Please confirm. 	Please adhere to clause in the RFP
49	24	SECTION-III CONDITIONS OF CONTRACT Clause: 11	Installation, Maintenance and Support - The solution has to be installed and customized as per bank's requirement by the OEM of the proposed ALM &FTP software solution only.	The end responsibility of ensuring go-live as per bank's requirement is with bidder only. Therefore, the bidder should be given the flexibility to decide the extent of OEM involvement. Kindly review and confirm.	The roles of OEM and bidder are clearly defined in the RFP. Please adhere to the clause in the RFP.

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50	24	SECTION-III CONDITIONS OF CONTRACT Clause: 11	11) Installation, Maintenance and Support Ø The solution has to be installed and customized as per bank's requirement by the OEM of the proposed ALM &FTP software solution only.	Request the bank to clarify whether OEM certified resource can be used to handle project management. Kindly clarify whether as an authorized OEM implementation partner, can the bidders themselves do the Installation, Maintenance and Support of the proposed OEM solution. Request to modify the clause as follows: Ø The solution has to be installed and customized as per bank's requirement by the OEM/OEM authorized Partner of the proposed ALM &FTP software solution only.	The responsibilities are clearly defined in the clause. Please adhere to the clause of the RFP
51	24	SECTION-III CONDITIONS OF CONTRACT Clause: 11	The successful bidder shall Ø Be responsible for studying of existing source systems, data mapping, ETL, integration with the OEM Solution, maintenance, support and overall management of the project.	The said point directly contradicts the above point which mentions that "The solution has to be installed and customized as per bank's requirement by the OEM of the proposed ALM &FTP software solution only" As per this clause, it means that the successful bidder can do the implementation activities. Kindly confirm whether OEM authorized bidders can implement the solution?	It is not contradictory. Please go through the details of the activities. Installation and customization of OEM software is a different task where as ETL, MAPPING, STUDYING OF EXISTING SOURCE SYSTEMS, INTEGRATING the transformed data with the OEM product are different set of activities. It means the SI has to closely work along with OEM. Please adhere to the clause in the RFP.
52	25	SECTION-III CONDITIONS OF CONTRACT Clause: 11	All observations are Risk based supervision (RBS-RBI) reports, and data points to be addressed complied	Please clarify that we need to only generate ALM related RBS data points, not all 600 odd RBS data points	ALM and FTP related Data points for RBS to be addressed
53	25	SECTION-III CONDITIONS OF CONTRACT Clause: 11	Proposed Solution should also provide interface with CBS, MIS, Integrated Treasury Management System, Active Directory (for user authentication). Further, a detailed list of the systems with which the ALM & FTP Solution system should integrate will be provided during preparation of BRD and SRS.	Request the bank to provide detailed list of the systems to be integrated.	The clause clearly mentions that details will be provided during BRD and SRS. Please adhere to the clauses in the RFP.

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54	26	SECTION-III CONDITIONS OF CONTRACT Clause: 11	Any new regulatory requirement during/after implementation must be covered without additional cost to the bank	All regulatory reports given by bank in BRD phase will be developed as part of implementation. New reports should be handled as change request as there is no visibility on how many these could be	Please adhere to the clause in RFP
55	26	SECTION-III CONDITIONS OF CONTRACT Clause: 11	Undertake and assist the bank officials for the following Access Control activities (indicative) Undertake and assist the bank officials for the following Performance Tuning activities (indicative) Undertake and assist the bank official the following server administrator activities (indicative) Assist the bank official the following server administrator activities (indicative)	Please define scope as final, not indicative. Open ended scope should be avoided please	The scope for the particular point can be finalized only after going through the final solution architecture. Please adhere to the clause in RFP
56	26	SECTION-III CONDITIONS OF CONTRACT Clause: 11	The hardware recommended should be scalable to support additional users and modules.	What is the meaning of scalable? Does the Bank mean that the sizing should be enough or the Bank want to scale the hardware at any time by adding additional core/memory/HDD? Kindly Clarify.	Hardware sizing should be such that the system should be able to process the peak level transactions projected at the end of contract period. However if bank decides to add additional users and / module , the system should meet the requirement by adding additional core/memory/HDD.
57	29	SECTION-III CONDITIONS OF CONTRACT Clause: 11	Enter into the obligation that in the event OEM releases a new version of software, and bank is using one of the previous versions, OEM would provide the full scope of services to the version used by bank for the period of at least 5 years from the date of go live.	OEM will not enter into any obligation with the SI. The standard software license's term and conditions will follow. Keeping this clause will not allow SI to bid in the RFP. Kindly remove this clause.	Please adhere to the clause in the RFP

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58	29	SECTION-III CONDITIONS OF CONTRACT Clause: 14	Payment terms - license	OEMs take full payment on software delivery. We request to please make 100% payment of software on delivery	Please adhere to the clause in the RFP.
59	30	SECTION-III CONDITIONS OF CONTRACT Clause: 14	yearly turnover of the bidder should be more than Rs.75 crores during each of last three financial years	With a view to ensuring bids from quality bidders, we request to please change turnover as min 200 cr	Please adhere to the clause in RFP
60	30	SECTION-III CONDITIONS OF CONTRACT Clause: 14	Bidder should produce letter from OEM confirming back to back support and availability	OEMs do not give such letter. OEM provides license. Services have to be provided by bidder and OEMs do not get into this activity. We suggest bank to prescribe format of OEM letter	Please adhere to the clause in RFP
61	30	SECTION-III CONDITIONS OF CONTRACT Clause: 14	Bidder should have satisfactorily implemented proposed ALM & FTP Solution and its support services in at least one scheduled commercial bank having a minimum of 1000 branches, within last three years, in India. Copy of Purchase orders issued by Commercial Scheduled Bank in India should be submitted along with Technical Bid. Further, the bidder should submit a letter issued by the scheduled commercial bank stating the services are found satisfactory. The letter should be obtained after the date of issue of the RFP	We implemented our solution at a bank which has since merged with another bank. We can only provide PO copy but obtaining satisfactory services letter is not possible. Please delete requirement to submit satisfactory services letter. Also, we implemented ALM solution at another bank about 4 years back and have been supporting it. Please clarify if this would be considered as eligibility qualification	Bidder may submit a GO LIVE/ evidence of implementation and a declaration that the solution was successfully implemented.

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62	30	SECTION-III CONDITIONS OF CONTRACT Clause: 14	Eligibility Criteria - 6. Bidder should have satisfactorily implemented proposed ALM & FTP Solution and its support services in at least one scheduled commercial bank having a minimum of 1000 branches, within the last three years, in India.	1> Indian Bank needs to ensure that, apart from ALM and FTP solutions, the bidder proposes a proven Cost Allocation solution proposed rather than a customized application. 2> Indian Bank needs to ensure that the ALM, FTP, and Cost Allocation solution proposed by the bidder has demonstrated scalability to meet the daily / intraday regulatory liquidity reporting requirements. With reference to above 2 points, we request the bank to modify the Eligibility Criteria as: "The ALM, FTP, and Cost Allocation solution proposed by the Bidder should be live in a scheduled commercial bank in India with Total Assets more than INR 6,00,000 Crores or more than 6,000 branches (As per Indian Bank's Balance Sheet for the period ending 31st March, 2021)". Kindly review and confirm.	Please adhere to the clause in the RFP.
63	30	SECTION-III CONDITIONS OF CONTRACT Clause: 14	Eligibility Criteria - 6. Bidder should have satisfactorily implemented proposed ALM & FTP Solution and its support services in at least one scheduled commercial bank having a minimum of 1000 branches, within the last three years, in India. Copy of Purchase orders issued by Commercial Scheduled Bank in India should be submitted along with Technical Bid. Further, the bidder should submit a letter issued by the scheduled commercial bank stating the services are found satisfactory. The letter should be obtained after the date of issue of the RFP.	To ensure that the ALM, FTP, and Cost Allocation solution procured by the bank is scalable to the volumes of bank like Indian Bank and meet the daily / intraday regulatory reporting requirements, we request the bank to include the following Eligibility Criteria: "The ALM, FTP, and Cost Allocation solution proposed by the Bidder should be live in a scheduled commercial bank in India with Total Assets more than INR 6,00,000 Crores or more than 6,000 branches (As per Indian Bank's Balance Sheet for the period ending 31st March, 2021)". Kindly review and confirm.	Please adhere to the clause in the RFP.

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64	30	SECTION-III CONDITIONS OF CONTRACT Clause: 14	Eligibility Criteria - 6. Bidder should have satisfactorily implemented proposed ALM & FTP Solution and its support services in at least one scheduled commercial bank having a minimum of 1000 branches, within the last three years, in India. Copy of Purchase orders issued by Commercial Scheduled Bank in India should be submitted along with Technical Bid. Further, the bidder should submit a letter issued by the scheduled commercial bank stating the services are found satisfactory. The letter should be obtained after the date of issue of the RFP.	Apart from ALM and FTP solutions, the Cost Allocation solution is also in scope. We request the bank to modify the Eligibility Criteria as: "Bidder should have satisfactorily implemented proposed ALM, FTP and Cost Allocation Solution and its support services in at least one scheduled commercial bank in India." Kindly review and confirm.	Cost Allocation is required as per the scope and it should be part of the deliverables. Functional scope covers everything that is expected to be delivered. Please adhere to the clause in the RFP.
65	30	SECTION-III CONDITIONS OF CONTRACT Clause: 14.10	Bidder should produce letter from OEM confirming back to back support and availability.	We are a long term SI for 3 out top 5 PSU banks in India for these solutions. Overall we have done 20+ successful implementations in India and abroad. Many of these are reference-able. OEM can provide MAF quoting that Bidder is an authorized partner of OEM. OEM will not enter into any contract with SI for a commitment on back to back support and availability. Kindly consider removing this clause.	Please adhere to the clause in the RFP
66	30	SECTION-III CONDITIONS OF CONTRACT Clause: 14.10	Bidder should produce letter from OEM confirming back to back support and availability.	Kindly confirm whether the MAF provided by OEM which mentions the support and availability for the entire contract period, would be sufficient for this clause?	Please adhere to the clauses in the RFP
67	30	SECTION-III CONDITIONS OF CONTRACT Clause: 14.2	The Bidder shall provide the company resolution and legal documents	Please mention the documents to be submitted?	Please adhere to the clause in the RFP

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68	30	SECTION-III CONDITIONS OF CONTRACT Clause: 14.5	The yearly turnover of the bidder should be more than Rs.75 crores during each of last three financial years. (2018-19, 2019-20 and 2020-21).	<p>1. Request to exempt MSME vendors to show Rs.75 Crores turnover. Attached the MSME Government notification for Public Procurement Policy for Micro and Small Enterprises Order 2012 and other circulars relating to MSME units for exemption of prior experience and turnover criteria. (Refer Order no –F.20/2/2014-PPD(Pt) of Ministry of Finance, Department of Expenditure, Procurement policy Division dated 25-07-2016). Attached the GOI order for reference.)</p> <p>2. Request the bank to change the minimum turnover to Rs.29 crores & above for the last 3 Financial Years for MSME bidders. (or) Average annual turnover should be more than Rs. 60 Crores for the last 3 financial years</p> <p>3. Kindly clarify whether Wholly owned subsidiaries of the parent company can be included for showing the required turnover</p> <p>4. Kindly clarify whether the Public Procurement Policy guidelines will be followed for the exemption of Prior turnover criteria & Prior Experience criteria for MSME units?</p>	Companies complying to terms of Make in India guidelines of GOI can bid. The evaluation will be done in accordance with the prescribed guidelines of Govt of India related to MSMEs and start-ups.
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69	30	SECTION-III CONDITIONS OF CONTRACT Clause: 14.6	Bidder should have satisfactorily implemented proposed ALM & FTP Solution and its support services in at least one scheduled commercial bank in India. Copy of Purchase orders issued by Commercial Scheduled Bank having a minimum of 1000 branches, within the last three years, in India should be submitted along with Technical Bid. Further, the bidder should submit a letter issued by the scheduled commercial bank stating the services are found satisfactory. The letter should be obtained after the date of issue of the RFP.	Request the bank to make the changes as below: Bidder should have satisfactorily implemented proposed ALM & FTP Solution and its support services in at least one scheduled commercial bank in India. Copy of Purchase orders issued by Commercial Scheduled Bank having a minimum of 500 branches, in India should be submitted along with Technical Bid. Further, the bidder should submit a letter issued by the scheduled commercial bank stating the services are found satisfactory. The letter should be obtained after the date of issue of the RFP.	Please adhere to the clause in the RFP
70	30	SECTION-III CONDITIONS OF CONTRACT Clause: 14.6	The letter should be obtained after the date of issue of the RFP.	We assume that the reference letter dated as per the previous RFP will suffice for this re-tendered RFP.	Please adhere to the clause in the RFP
71	30	SECTION-III CONDITIONS OF CONTRACT Clause: 14.6	Eligibility Criteria	Eligibility criteria only covers ALM and FTP solution. Since the Bank is expecting LCR, NSFR and Cost Allocation additionally in the functional requirements, Bank needs to evaluate LCR, NSFR and Cost Allocation software tools implementation experience along with ALM and FTP (LCR/NSFR is a separate software tool and cost allocation is also a separate software tool) as part of eligibility criterion. In current criterion, vendor who has not implemented LCR/NSFR and cost allocation will pass the eligibility test. Please consider to make eligibility criterion exhaustive to cover experience across all requirements of bank.	LCR, NSFR and Cost Allocation are required as per the scope and it should be part of the deliverables. Functional scope covers everything that is expected to be delivered. Please adhere to the clause in the RFP.

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72	30	SECTION-III CONDITIONS OF CONTRACT Clause: 14.6	Bidder should have satisfactorily implemented proposed ALM & FTP Solution and its support services in at least one scheduled commercial bank having a minimum of 1000 branches, within the last three years, in India. Copy of Purchase orders issued by Commercial Scheduled Bank in India should be submitted along with Technical Bid. Further, the bidder should submit a letter issued by the scheduled commercial bank stating the services are found satisfactory. The letter should be obtained after the date of issue of the RFP.	As per our experience with other PSU Banks, they issue letters immediately after the module Go-live. Banks do not provide fresh letters as it involves a lot of administrative work. We can arrange for site visit (if required). Therefore please consider to rephrase this clause to "Further, the bidder should submit a letter issued by the scheduled commercial bank stating that Vendor has implemented the solution and is live"	All satisfied customers issue such letters. Please adhere to the clause in the RFP
73	30	SECTION-III CONDITIONS OF CONTRACT Clause: 14.6	Bidder should have satisfactorily implemented proposed ALM & FTP Solution and its support services in at least one scheduled commercial bank having a minimum of 1000 branches, within the last three years, in India. Copy of Purchase orders issued by Commercial Scheduled Bank in India should be submitted along with Technical Bid. Further, the bidder should submit a letter issued by the scheduled commercial bank stating the services are found satisfactory. The letter should be obtained after the date of issue of the RFP.	1. Request the bank to consider the proposed ALM & FTP solution which have been satisfactorily implemented/ under implementation with a satisfactory letter mentioning the progress of implementation in at least one scheduled commercial bank in India. (or) Request to modify as follows: Bidder/OEM should have satisfactorily implemented / Under Implementation of the proposed ALM & FTP Solution and its support services in at least one scheduled commercial bank in India. 2. Kindly clarify whether the Public Procurement Policy guidelines will be followed for the exemption of Prior turnover criteria & Prior Experience criteria for MSME units?	1. Please adhere to the clause in the RFP 2. Companies complying to terms of Make in India guidelines of GOI can bid. The evaluation will be done in accordance with the prescribed guidelines of Govt of India related to MSMEs and start-ups.

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74	30	SECTION-III CONDITIONS OF CONTRACT Clause: 14.9	The Bidder/OEM should have Support Center in India preferably in Chennai and Mumbai (Address proof to be provided).	1. Kindly explain the rationale for the need of Support center if the bidder has to provide onsite support as part of the project. 2. Will the address proof provided by the OEM would suffice for Chennai and Mumbai office? 3. As a bidder, will a support office in Bangalore/Pune will be sufficient to meet this criteria?	1. Vendor expert team can reach our sites where we can provide them access in case of exigencies where regular support team are unable to resolve 2. May be considered if OEM declares to provide support in place of bidder for any issue. 3. NO
75	30	SECTION-III CONDITIONS OF CONTRACT Clause: 15	Payment for License (for both Primary & DR Site) and Implementation cost (for Primary site)	Proposed payment terms: (a) License: 50% Advance and 50% on full Product Installation. This is needed as the OEM charges all fee in advance (b) Implementation: Below pattern will help us get consent from our CFO team (1) 20% Advance (2) 10% Submission of BRD/ Functional Specification Document (3) 10% Installation of Configured Solution (4) 10% SIT Completion (5) 20% UAT Completion (6) 25% Go Live (7) 5% 3 Months of Warranty Without this consideration, we won't be able to work on the bid	Please adhere to the clause in the RFP
76	30	SECTION-III CONDITIONS OF CONTRACT Clause: 15	Payment terms - implementation	In line with effort spend, we request to change implementation payment terms as below: a. Sign off to BRD - 20% b. Design completion - 25% c. UAT release - 25% d. UAT sign off - 20% e. Go-live - 10%	Please adhere to the clause in the RFP
77	30	SECTION-III CONDITIONS OF CONTRACT Clause: 15	payment for the Cost of Manpower for onsite support will be payable quarterly in arrears	Considering monthly expense on support resources, we request to please change this payment as monthly in arrears	Please adhere to the clause in the RFP

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78	30	SECTION-III CONDITIONS OF CONTRACT Clause: 15.a	Payment for License (for both Primary & DR Site) and Implementation cost (for Primary site)	As per the general market practice, the license fee is 100% chargeable in advance at the time of procuring the License in the name of the Bank. And, the bank pays accordingly. Request bank to consider license payments in alignment with OEM terms. Please confirm.	Please adhere to the clause in the RFP
79	31	SECTION-III CONDITIONS OF CONTRACT Clause: 15	Payment Terms - License Cost	Since the perpetual licenses (valid across multiple environments) are issued immediately after contract signing, we are requesting the bank to pay 100% of license fee on submission of proof of entitlement to the bank. Kindly review and confirm.	Please adhere to the clause in the RFP
80	31	SECTION-III CONDITIONS OF CONTRACT Clause: 15.a	Payment Terms	Request bank to consider following payment terms in line with key project deliverables and bidder have regular cash flow in the course of project duration 1. Sign off of Business Requirement Document (BRD) by Bank and SI - 10 % 2. UAT sign off of regulatory reports/returns of ALM and major reports of FTP*- 25% 3. UAT sign off of remaining reports / returns of ALM and other reports of FTP - 15% 4. Full Go live - 30 % 5. On completion of implantation and acceptance at the site- 10% 6. After successful completion of one DR drill- 5% 7. Retention money payable after contract period -5% Kindly confirm.	Please adhere to the clause in the RFP
81	31	SECTION-III CONDITIONS OF CONTRACT Clause: 15.a	Payment Terms	Normally, ATS starts from the day of license procured in the name of the bank and OEM charges annually in advance, whereas the bank has requested to start ATS charges after one year of Go-live. So request the bank to consider ATS payments in alignment with OEM terms. Please confirm.	Please adhere to the clause in the RFP

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82	31	SECTION-III CONDITIONS OF CONTRACT Clause: 15.a	Payment Terms	Is the fee of Warranty clubbed with license fee? As there is no separate line item. Please confirm.	There need not be separate license fee for warranty. Please adhere to the clause in the RFP
83	31	SECTION-III CONDITIONS OF CONTRACT Clause: 15.a	Payment Terms	Kindly request the bank to pay the license fees and ATS fees Yearly in advance.	Please adhere to the clause in the RFP
84	31	SECTION-III CONDITIONS OF CONTRACT Clause: 15.c	The AMC cost after warranty period, shall be paid yearly in advance for the subsequent years.	Normally, ATS starts from the day of license procured in the name of the bank and OEM charges annually in advance, whereas the bank has requested to start ATS charges after one year of Go-live. So request the bank to consider ATS payments in alignment with OEM terms. Please confirm.	ATS cannot start before warranty period post go-live of the project. Please adhere to the RFP
85	31	SECTION-III CONDITIONS OF CONTRACT Clause: 15.c	c) AMC of Software: The AMC cost after warranty period, shall be paid yearly in advance for the subsequent years. All Software proposed as part of the solution should be maintained with back to back 16x7x365 support from the respective OEMs by the Successful Bidder till the end of the contract period	The proposed solution for ALM/FTP is not a real time application and only a downstream application and hence do not require 16x7x365 support. The bank themselves have asked for onsite support from 6 AM to 10 PM only. Request to remove 16x7x365 and just mention comprehensive support for the entire contract period.	Please adhere to the clause in the RFP
86	31	SECTION-III CONDITIONS OF CONTRACT Clause: 18	The supplier has to provide 1 year onsite comprehensive 16*7*365 maintenance support under warranty from the date of go live.	Is this for the software ATS or the onsite support during warranty period? Please confirm.	Onsite support during RFP

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87	32	SECTION-III CONDITIONS OF CONTRACT Clause: 18	Warranty/AMC The supplier has to provide 1 year onsite comprehensive 16*7*365 maintenance support under warranty from the date of go live.	The proposed solution for ALM/FTP is not a real time application and only a downstream application and hence do not require 24x7x365 support. The bank themselves have asked for onsite support from 10 AM to 7 PM only. Request to remove 24x7x365 and just mention comprehensive support for the entire contract period.	Please adhere to the clause in the RFP
88	32	SECTION-III CONDITIONS OF CONTRACT Clause: 19	19 Hardware Sizing	Bidder request to confirm that Hardware sizing is to be given only for informational purposes and does not has any correlation to the commercial evaluation criteria	Conditions specified in the RFP pertaining to Hardware Sizing should be satisfied.
89	32	SECTION-III CONDITIONS OF CONTRACT Clause: 19	Hardware Sizing - OEM/SI is required to provide for the detailed configuration of the recommended Development, Test, Disaster Recovery and Production server environments as per the requirements mentioned.	To provide the best estimate for infrastructure sizing, please provide the below information: 1> Number of Active CASA Accounts- 2> Number of Active Deposit Accounts - 3> Number of Active Advances Accounts (Loans, OD, Corporate Loans, TOD) - 4> y-o-y Growth % for Active CASA Accounts- 5> y-o-y Growth % for Active Deposit Accounts - 6> y-o-y Growth % for Active Advances Accounts (Loans, OD, Corporate Loans, TOD) - 7> Concurrent users accessing the application - 8> Total number of users accessing the application - 9> Concurrent users accessing the reports - 10> Total Number of users accessing the reports - 11> Number of days retention in staging area (Transient Area, usually 30 days) - 12> Number of years retention in results area (Persistent Area, usually 3-5 years) -	Please refer attached annexure

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90	33	SECTION-III CONDITIONS OF CONTRACT Clause: 20	<p>The successful bidder shall agree to hold the bank, its successors, assigns and administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the bank through the action of supplier's employees, agents, contractors, etc.</p>	<p>Bidder proposes below modifications to this clause. The successful bidder shall agree to hold the bank, its successors, assigns and administrators fully indemnified and harmless against third party claim for loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the bank through the action of supplier's employees, agents, contractors, etc. arising out of sale of bidder's services to Bank in accordance with their respective agreement with bidder.</p>	Please adhere to the RFP.
91	33	SECTION-III CONDITIONS OF CONTRACT Clause: 20	<p>The bidder to ensure that experienced resources (with both functional and technical expertise on the project domain and solutions used to implement the project) are assigned and available in the project throughout the project lifecycle.</p> <p>Throughout the lifecycle of the project, minimum of one onsite resource shall be available onsite on all bank business days to support the project. Number of onsite resources to handle the maintenance of application and customization shall be decided by the bidder and may be more than one if required. The successful bidder shall be the principal employer of the employees, agents, contractors, etc., engaged by them and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract.</p>	<p>1. This clause clearly indicates that the solution has to be implemented by the bidder's employees only and not by the OEMs directly. Please confirm 2. Also kindly clarify whether the minimum of one onsite resource mentioned to support the project is inclusive of the three onsite support resources asked in the manpower decided by the bank or is it an additional resources needed to be budgeted?</p>	Please go through the details of the activities. Installation and customization of OEM software is a different task where as ETL, MAPPING, STUDYING OF EXISTING SOURCE SYSTEMS, INTEGRATING the transformed data with the OEM product are different set of activities. It means the SI has to closely work along with OEM. Please adhere to the clause in the RFP.

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92	33	SECTION-III CONDITIONS OF CONTRACT Clause: 22	Also, the successful bidder agrees to maintain the entire supplied ALM & FTP Solution, supplied with the proposed solution on a 16*7*365 (6AM to 10 PM) basis with a back to back arrangement with respective OEMs to ensure meeting the terms of the RFP.	The proposed solution for ALM/FTP is not a real time application and only a downstream application and hence do not require 16x7x365 support. The bank themselves have asked for onsite support from 6 AM to 10 PM only. Request to remove 16x7x365 and just mention comprehensive support for the entire contract period.	Please adhere to the clause in the RFP.
93	34	SECTION-III CONDITIONS OF CONTRACT Clause: 22	All software installed must be maintained with latest patches and fixes free from any known bugs, vulnerabilities, etc. Certificate for the same should be submitted half-yearly to Bank by the successful bidder.	As the software is supplied by the OEM. Please consider rewording the clause as: "Certificate for the same should be submitted half-yearly to Bank by the OEM."	Patches, fixes from bugs and vulnerabilities have to be taken care by the bidder. It is bidders' responsibility to get it done by OEM or otherwise. Please adhere to the clause in the RFP.
94	34	SECTION-III CONDITIONS OF CONTRACT Clause: 22	The re-installation of any software if required is the sole responsibility of the successful Bidder, which should be treated as service provided under Warranty and AMC/ATS.	Re-installation can be done by the bidder provided the need arise because of faulty implementation of the bidder, or else it has to be taken as a Change Request. Kindly review and confirm	Please adhere to the clause in the RFP.
95	34	SECTION-III CONDITIONS OF CONTRACT Clause: 23	Change Request for configuring/creating additional parameters in reports, adding/modifying product parameters in any of the segment, etc. will be part of the support scope at no additional cost. Further, the version upgrades for the proposed solution should be provided to the bank free of cost in the contract period.	Please consider rewording "free of cost" to "at no additional Cost"	Please adhere to the clause in the RFP.

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96	34	SECTION-III CONDITIONS OF CONTRACT Clause: 23	Change Request for creating/adding a new functionality in the proposed solution specifically for Indian Bank which is not for/of the functional requirement and scope of implementation, and the effort involved is more than 10-manday. However, the successful bidder may only charge implementation fee and not charge development fee for the statutory/regulatory changes as required under the directives of Government of India, Reserve Bank of India etc.	Any change in the configuration post go-live will be routed through Change Request, as it involves efforts to be put in from the bidder side.	Please adhere to the clause in the RFP.
97	34	SECTION-III CONDITIONS OF CONTRACT Clause: 24	Training	Please clarify if total 6 days training to be provided to three batches i.e. 2 days training to each batch	Will be finalized with the successful bidder
98	35	SECTION-III CONDITIONS OF CONTRACT Clause: 25	contract period will commence from the date of acceptance of the Purchase order and will be valid up to a period of five years (one-year warranty and four years ATS/AMC) from the date of go live	To begin work, a contract is to be in place from work start date. Contract period cannot be from go live. Please change as 'contract period will commence from the date of contract signing and will be valid up to a period of five / six years (one-year warranty and four years ATS/AMC) from the date of contract signing	Please adhere to the clause in RFP
99	35	SECTION-III CONDITIONS OF CONTRACT Clause: 26	26) Sub-Contracting The supplier will not subcontract or delegate or permit anyone other than the suppliers' personnel to perform any of the work, service or other performance required of the supplier under this agreement without the prior written consent of the Bank.	Request to clarify. Does having OEM support or sub-contracting to OEM for specific implementation part will be allowed in this RFP?	OEM can provide support but the ownership will still be with the bidder
100	37	SECTION-III CONDITIONS OF CONTRACT Clause: 33	Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai	Please consider rewording the clause as: "Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Mumbai."	Please adhere to the clause in the RFP

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101	37	SECTION-III CONDITIONS OF CONTRACT Clause: 34	Additional clause to include	Bidder proposes to include below additions to this RFP under section-III. 'Bidder's non-performance or delays resulting from Bank's failure or delay to comply with its responsibilities and obligations will be excused and Bidder will not be liable for such non-performance or delays/failure caused or contributed by Customer. Bidder shall be entitled to extension of time or payment of additional cost incurred as a result of such delay or failure.'	Please adhere to the clause in the RFP
102	37	SECTION-III CONDITIONS OF CONTRACT Clause: 34	34 - Liquidated Damages on delay in Implementation: For delay beyond the implementation schedule, the supplier shall be liable to forfeit 0.5% of the cost of the deliverables for the respective implementation phase, as per the project implementation timelines mentioned in clause no. 2 of Section-III for every week or part thereof subject to maximum of 10% of cost of project for the delay solely not attributable to purchaser. Once the penalty crosses 10% of the cost of the project, purchaser reserves the right to cancel the contract.	Bidder request to amend the clause as below - Liquidated Damages on delay in Implementation: For delay beyond the implementation schedule, the supplier shall be liable to forfeit 0.5% of the cost of the deliverables for the respective implementation phase, as per the project implementation timelines mentioned in clause no. 2 of Section-III for every week or part thereof subject to maximum of 5% 10% of cost of project for the delay solely not attributable to purchaser. Once the penalty crosses 10% of the cost of the project, purchaser reserves the right to cancel the contract.	Please adhere to the clause in the RFP
103	37	SECTION-III CONDITIONS OF CONTRACT Clause: 34	Liquidated Damages	Please consider to add: "Bidder shall not be liable for Liquidated Damages in this clause if the default/delay is not solely attributable to the bidder."	Please adhere to the clause in the RFP

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104	37	SECTION-III CONDITIONS OF CONTRACT Clause: 35	Response, Resolution time	FTP will be executed once a month. ALM is day end operation. As such, such stringent timelines may not be needed as these add to effort / cost. We suggest change as following timelines: a. S1 - 1 h - 8 h b. S2 - 2h - 16 h c. S3 - 4 h - 24 h Please clarify these timelines are normal bank working hours	Please adhere to the clause in RFP
105	37	SECTION-III CONDITIONS OF CONTRACT Clause: 35	35 Penalty - A penalty of Rs. 1,000/- shall be charged per hour for non-conformance with the aforementioned table. Maximum penalty for non-conformance would be capped at 30% of cost of the project.	Bidder request to amend the clause as below - A penalty of Rs. 1,000/- shall be charged per hour for non-conformance with the aforementioned table. Maximum penalty for non-conformance would be capped at 30 5% of cost of the project.	Please adhere to the clause in the RFP
106	38	SECTION-III CONDITIONS OF CONTRACT Clause: 35	Maximum penalty for non-conformance would be capped at 30% of cost of the project	We request to please change maximum penalty to be 10% of monthly services cost	Please adhere to the clause in RFP
107	38	SECTION-III CONDITIONS OF CONTRACT Clause: 35	A penalty of Rs. 1,000/- shall be charged per hour for non-conformance with the aforementioned table. Maximum penalty for non-conformance would be capped at 30% of cost of the project.	As per the generally accepted market practice, penalties are capped to 10% of TCO. Therefore, kindly cap the penalty to 10% of cost of the project, in line with Liquidated Damage. Please consider to reword the clause as: "Maximum penalty for non-conformance would be capped at 10% of cost of the project."	Please adhere to the clause in the RFP

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108	38	SECTION-III CONDITIONS OF CONTRACT Clause: 35	35) Guarantees On Response to Errors *A penalty of Rs. 1,000/- shall be charged per hour for non-conformance with the aforementioned table. Maximum penalty for non-conformance would be capped at 30% of cost of the project.	The SLAs proposed by bank are typically for a real time application which impacts other systems. Since this is a downstream application, this clause does not seem to be appropriate. The bank themselves have asked for the onsite support from only 6 AM to 10 PM and we expect the bank to consider the penalties for only working hours of the bank. In any case, we request the bank to consider the response time and resolution time to be 24 hours and 48 hours respectively.	Clause 9 under section III indicates support on smooth functioning of the application during working hours for the users. However clause 1 under section III includes comprehensive support on entire application from ETL, data processing , logic execution and report generation. Please adhere to the clauses in the RFP
109	38	SECTION-III CONDITIONS OF CONTRACT Clause: 37	Within 15 days of issue of Purchase Order, the Successful Bidder shall furnish to the Bank the Performance Security equivalent to 3% of the contract value in the form of a Bank Guarantee, valid for 71 months with further one-month claim period, in the format enclosed (Annexure-IV).	BG only on Implementation services and not on whole TCV (licenses inclusive)	Please adhere to the clause in the RFP
110	38	SECTION-III CONDITIONS OF CONTRACT Clause: 37.a	37.a - Within 15 days of issue of Purchase Order, the Successful Bidder shall furnish to the Bank the Performance Security equivalent to 3% of the contract value in the form of a Bank Guarantee, valid for 71 months with further one-month claim period, in the format enclosed (Bidder request to amend the clause as below Within 15 days of issue of Purchase Order, the Successful Bidder shall furnish to the Bank the Performance Security equivalent to 3% of the annual contract value in the form of a Bank Guarantee to be renewed every anniversary on subsequent annual value.	Please adhere to the clause in the RFP

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111	38	SECTION-III CONDITIONS OF CONTRACT Clause: 38	Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender.	Bidder proposes below modifications to this clause. Supplier's aggregate liability (whether in contract, indemnity, tort, negligence, strict liability in tort, by statute or otherwise) under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender.	Please adhere to the RFP.
112	38	SECTION-III CONDITIONS OF CONTRACT Clause: 38	No Exclusion clause for indirect and consequential damages etc..	Bidder proposes to include below additions to this clause. Even if a party has been advised of the possibility or amount of such losses or damages in advance, in no event shall either party be liable for, nor will the measure of damages include (a) any consequential, incidental, indirect, special or exemplary, punitive damage, loss or expenses (b) business interruption, loss of revenue, loss of goodwill, lost business, lost profits, or lost savings or diminished business value.	Please adhere to the RFP
113	38	SECTION-III CONDITIONS OF CONTRACT Clause: 38	Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender.	Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank and paid by the vendor, which are part of the transaction that gave rise to claim, under this tender.	Please adhere to the clause in the RFP

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114	39	SECTION-III CONDITIONS OF CONTRACT Clause: 39	Indemnity Clause If at the time of the supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified on that behalf.	Clause 39 (a) and (b) already covers this. Please keep only one clause for IP infringement indemnity for 3rd party claims.	Please adhere to the clause in the RFP
115	39	SECTION-III CONDITIONS OF CONTRACT Clause: 39	Indemnity Clause	Request you to bring the indemnity within the liability cap. Please consider to add: "In accordance with standard industry practice, the bidder's aggregate liability under this RFP and in connection with the services shall be for direct damages and shall, in all circumstances and events, be limited to one time the fees paid to the bidder"	Please adhere to the clause in the RFP
116	39	SECTION-III CONDITIONS OF CONTRACT Clause: 41	Patent Rights The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.	Clause 39 (a) and (b) already covers this. Please keep only one clause for IP infringement indemnity for 3rd party claims.	Please adhere to the clause in the RFP
117	40	SECTION-III CONDITIONS OF CONTRACT Clause: 43	Intellectual Property Rights (IPR)	There is no specific provision for duty to mitigate hence bidder would like to propose below addition to this clause. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to the Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts	Please adhere to the RFP

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118	40	SECTION-III CONDITIONS OF CONTRACT Clause: 43	44) Intellectual Property Rights (IPR)	<p>There is no specific provision for the protection of Bidder's Background IP and Foreground IP, hence Bidder proposes below additional provision to the RFP;</p> <p>(a) All pre-existing "Intellectual Property Rights" or "IP" (means all materials, copyrights, patents, trademarks, know-how, methodologies, processes, techniques, tools, forms, templates, software, inventions, discoveries, service marks, design rights, trade secrets (whether registered or unregistered) and all other similar intellectual proprietary rights) shall belong to the Party or third party that owned such rights. All modifications, enhancements and derivative works on pre-existing "Intellectual Property Rights" shall belong to the Party or third party that owned such pre-existing Intellectual Property Rights. (Hereinafter referred to as "Pre-Existing IP")</p> <p>(b) All IP developed, or created, or customized by Bidder, its affiliates and subcontractors, in connection with the Agreement, including deliverables developed for the Purchaser and/or jointly with Purchaser shall be owned by Bidder except for "Pre-Existing IP" of other Party or a third party. Bidder grants to Purchaser a limited, non-exclusive, non-transferable, worldwide, royalty free license to use such IPs solely for Purchaser's internal business purposes during the term of the contract.</p> <p>(c) Any third-party IP(s) or product(s) will be provided in accordance with respective third party's terms and conditions."</p>	Please adhere to the RFP
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119	41	SECTION-III CONDITIONS OF CONTRACT Clause: 44	Acceptance of Purchase Order Acceptance of purchase order should be submitted within 5 days of purchase order along-with authorization letter. If for any reason L1 bidder backs out after issuance of purchase order or the purchase order issued to the L1 bidder does not get executed in part / full, Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.	Bidder proposes below modification to this clause; Acceptance of Purchase Order Acceptance of purchase order should be submitted within 5 7 working days of purchase order along-with authorization letter. If for any reason L1 bidder backs out after issuance of purchase order or the purchase order issued to the L1 bidder does not get executed in part / full, Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.	Please adhere to the RFP
120	42	SECTION-III CONDITIONS OF CONTRACT Clause: 46.c	Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.	Please consider rewording the clause as: "Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English."	Please adhere to the clause in the RFP
121	42	SECTION-III CONDITIONS OF CONTRACT Clause: 50	Termination for Convenience	Bidder request 90 days' written notice period in case of Termination for Convenience. No termination right for 1st year and Customer shall pay for services rendered till the date of termination including any termination cost.	Please adhere to the RFP

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122	42	SECTION-III CONDITIONS OF CONTRACT Clause: 50	50 Termination for Convenience	<p>Bidder requests to amend the clause as below</p> <ul style="list-style-type: none"> - a) Considering the scale and complexity of the project, it is submitted that Customer should not exercise the termination for convenience rights during the implementation period. b) Customer shall provide a written notice of at least 90 days to the SI. c) In case of termination of this Agreement due to convenience, Customer shall pay to SI for the services and software including unpaid AMC/ ATS delivered up to date of termination and the like. d) Customer shall also pay the SI reasonable termination charges taking into account reasonable shutdown costs, transition charges and unamortized start-up costs, including termination costs of third party contracts and employee costs. 	Please adhere to the RFP
123	43	SECTION-III CONDITIONS OF CONTRACT Clause: 51	<p>Termination for Default -</p> <p>In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>	<p>Bidder requests to amend the clause as below</p> <p>-</p> <p>In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services to the extent of 5% over and above the contract value. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>	Please adhere to the RFP

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124	44	SECTION-III CONDITIONS OF CONTRACT Clause: 54	<p>Negligence In connection with the work or contravenes the provisions of other Terms, if the successful bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the successful bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the successful bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the successful bidder.</p>	<p>Bidder requests for the deletion of this clause in its entirety.</p>	<p>Please adhere to the RFP</p>
125	45	SECTION-III CONDITIONS OF CONTRACT Clause: 55	<p>If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this RFP. In such case, decision of the new entity will be binding on the successful bidder .</p>	<p>We request to please change as 'If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this RFP. In such case, decision of the new entity will be binding on the successful bidder subject to fulfilment of all other Bank's obligations listed under the agreement'</p>	<p>Implied. Please adhere to the clause in the RFP</p>

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126	45	SECTION-III CONDITIONS OF CONTRACT Clause: 57	Use of Contract Documents and Information	Please consider to add: "However, the information/documents would be share for performing quality performance review processes provided such parties shall be bound with appropriate obligations of confidentiality which are not less onerous than as provided herein. This Agreement shall not prohibit disclosure of Confidential Information to Service Provider's professional indemnity insurers and advisors in which event they shall do so in confidence only and shall be bound with appropriate obligations of confidentiality which are not less onerous than as provided herein."	Please adhere to the clause in the RFP
127	47	SECTION-III CONDITIONS OF CONTRACT Clause: 60	Other Terms and Conditions The Successful Bidder/Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc.	Clause 20 on page 33 already covers this. Please keep only one clause for such claims.	Please adhere to the RFP
128	47	SECTION-III CONDITIONS OF CONTRACT Clause: 60	Other Terms and Conditions The bidder shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad	Clause 39 (a) and (b) already covers this. Please keep only one clause for IP infringement indemnity for 3rd party claims.	Please adhere to the RFP
129	48	SECTION-III CONDITIONS OF CONTRACT Clause: 60	Other Terms and Conditions - Bidders to quote for entire ALM & FTP software solution from single OEM	Apart from ALM and FTP solutions, the Cost Allocation solution is also in scope. We request the bank to modify the TnC as: "Bidders to quote for entire ALM, FTP, and Cost Allocation software solution from single OEM" Kindly review and confirm.	Cost Allocation is required as per the scope and it should be part of the deliverables. Functional scope covers everything that is expected to be delivered. Please adhere to the clause in the RFP.

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130	53	SECTION-V PART I Functional and Technical Requirements	Technical Evaluation Table	For technical evaluation of SI/OEM, the Bank should consider implementation experience in other scheduled commercial banks of similar size and nature only so that bank is able to select the most competent bidder (with India specific experience in implementing solution in similar complex environment). The eligible banks can be determined by specifying minimum number of branches or number of customer accounts. In current approach, vendor who has implemented solution in a very small bank and hence not experienced in handling similar complexity like products, merger etc. will also get full marks thereby leading to unoptimal choice. Please reconsider and confirm.	Please adhere to the clause in the RFP
131	53	SECTION-V PART I Functional and Technical Requirements	Technical Evaluation Table	For technical evaluation of SI/OEM, the Bank should consider giving separate marks for LCR/NSFR and Cost Allocations software tool implementation just like ALM and FTP line items. LCR/NSFR is a separate module and cost allocation is also a separate module in addition to ALM and FTP. In current approach for evaluation, Bank is at risk of giving full marks to vendor who may not have implemented LCR/NSFR and cost allocations. Pls consider to make evaluation cover all parameters.	LCR, NSFR and Cost Allocation are required as per the scope and it should be part of the deliverables. Functional scope covers everything that is expected to be delivered. Please adhere to the clause in the RFP.
132	53	SECTION-V PART I Functional and Technical Requirements Clause: 2.1	Number of consecutive years the OEM has implemented ALM / FTP solution	Please clarify if it means no. of years since any one OEM implementation is live. Also, if implementation should be done by OEM or OEM solution should have been implemented by authorised partner	It means number of year since one OEM implementation is live. Implementation should have been done by OEM. Point no. 3.1 is meant for the OEM and Point no. 3.1 is meant for the SI.

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133	53	SECTION-V PART I Functional and Technical Requirements Clause: 3	SI Implementation Experience/ Support Capabilities	If OEM is the bidder, please clarify on calculation of these SI points.	OEM will be scored on both fronts
134	54	SECTION-V PART I Functional and Technical Requirements Clause: 2.5,2.6	Number of Banks under OEM's post implementation support for ALM being provided for the last 2 years	Does it mean OEM should be supporting post implementation or support can be by SI	Sec V - subsection 2 (2.1 to 2.9 is meant for OEM implementation and support. Sec V - subsection 3 (3.1 to 3.9) is meant for SI implementation and support.
135	54	SECTION-V PART I Functional and Technical Requirements Clause: 2.7, 2.8	Number of Implementation experts & Consultants available in India with the OEM having more than 2 years of experience in the proposed ALM Solution	OEMs typically have limited consultants. It will be difficult to have 26 consultants in India on each of ALM, FTP. We suggest to keep max. no. as 5. Anyways, implementation to be done by SI	Number of Implementation experts, subject matter experts may be also considered along with consultants
136	54	SECTION-V PART I Functional and Technical Requirements Clause: 3	SI Implementation experience / Support capabilities	Request the bank to clarify on how the marks will be put for the MSME bidders who are given relaxation on the prior experience criteria. (For Points no. 3.1 to 3.6)	The evaluation will be done in accordance with the prescribed guidelines of Govt of India related to MSMEs and start-ups.
137	54	SECTION-V PART I Functional and Technical Requirements Clause: 3.1	Number of consecutive years the SI has supplied the proposed ALM Solution. Number of consecutive years the SI has supplied the proposed FTP Solution. Above 3 years – 20 Marks 3 years – 10 Marks	Request the bank to change the number of years to 2 years & above for 20 marks	Please adhere to the RFP

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138	54	SECTION-V PART I Functional and Technical Requirements Clause: 3.3,3.4	References where the ALM solution has been integrated with source systems	Please clarify these references are not necessarily on proposed solution and could be on other than proposed solutions also. An SI implementing 4 total ALM / FTP solution in India is difficult. Especially, FTP implementations have been limited. We suggest to reduce no. of references to max. 2	The bidder will score according to their experience in implementation. Please adhere to the clauses in RFP
139	55	SECTION-V PART I Functional and Technical Requirements	Visit to reference site (If waived, all bidders would get 40 marks)	Reference visit scoring should be as per the functionality delivered. It should be in the ratio of implemented module out of total modules (as requested in the RFP). Kindly confirm.	Bank has rights to decide on the modalities of scoring. Please adhere to the clause in the RFP
140	55	SECTION-V PART I Functional and Technical Requirements Clause: 3.5,3.6	Number of Banks under SI's post implementation support for ALM being provided for the last 2 years	Please clarify these references are not necessarily on proposed solution and could be on other than proposed solutions also. An SI implementing 4 total ALM / FTP solution in India is difficult. Especially, FTP implementations have been limited. We suggest to reduce no. of references to max. 3	The bidder will score according to their experience in implementation. Please adhere to the clauses in RFP
141	55	SECTION-V PART I Functional and Technical Requirements Clause: 3.7,3.8	Number of Implementation experts & Consultants available in India with the SI having more than 2 years of experience in the proposed ALM / FTP Solution	An SI having 26 resources on ALM, FTP is a big ask. We request to please change to max. 5 resources on each of ALM, FTP. Implementation at Indian Bank would not need more resources than 5 each	Number of Implementation experts, subject matter experts may be also considered along with consultants
142	56	SECTION-V PART I Functional and Technical Requirements Clause: 1	Interfacing with external systems	Can we expect that extraction and required transformation of data as per requirement to be share by SI, will be supported by the Bank and SI will conduct loading onto the target ALM/ FTP system? SI will share the necessary transformation logic. This will tremendously reduce the Bank's cost. For optimized pricing, it is ideal for the Bank to provide the data as per the requirement. Having the SI work on the ETL may unnecessarily inflate cost.	Please adhere to the clause in the RFP

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143	57	SECTION-V PART I Functional and Technical Requirements Clause: 29	Summary of Solution Functional requirements. Cost Allocations	There is mention of the Cost Allocation requirement. For this, Bank need to consider CA software tool for implementation, as is the generally accepted market practice in India. Please confirm.	Cost Allocation is required as per the scope and it should be part of the deliverables. Functional scope covers everything that is expected to be delivered. Please adhere to the clause in the RFP.
144	58	SECTION-V PART I Functional and Technical Requirements Clause: 1.1	The system should fetch all necessary data from data dump of all the source systems from where all data will be made available	Could you please specify the no of such dumps that would be provided	At present, there are 25 data source systems.
145	58	SECTION-V PART I Functional and Technical Requirements Clause: 1.1	The system should fetch all necessary data from data dump of all the source systems from where all data will be made available	We assume that the Bank will provide an ETL tool, which is required for the implementation in addition to Oracle DB as mentioned in the RFP. Kindly confirm..	Bank will not provide any ETL tool.
146	62	SECTION-V PART I Functional and Technical Requirements Clause: 4.2	The system should support classification of assets and liabilities into precise time buckets and generation of the liquidity profile on a branch-wise and region/zone wise basis	Generally, ALM is done at Overall Bank Level at Head Office. Please clarify on requirement of ALM at branch level. Specific set of analysis required at branch level may be clarified as well as the frequency with which this is required - Daily fortnightly or monthly. This has implications on storage requirements and hardware costs. RBI has not mandated any regulatory requirements at branch level	It is expected that the system will derive the various buckets from account level data. Hence this should not have any additional impact on storage/hardware
147	62	SECTION-V PART I Functional and Technical Requirements Clause: 4.6.1	Original Contractual Maturity	Generally, liquidity risk measurements are by residual maturity. Can you clarify requirement of liquidity by Contractual maturity and frequency of usage? This has implications on storage requirements and hence hardware costs	It is expected that the system will derive the various buckets from account level data. Hence this should not have any additional impact on storage/hardware

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148	63	SECTION-V PART I Functional and Technical Requirements Clause: 4.15.3	Statement of structural liquidity - Overseas operations country wise (in each currency as well as converted into home currency)	Please specify how many overseas operations are part of Indian Bank. This is required to provide a quote including ALM for these overseas operations as well as consolidations	Three(3) overseas operations are part of the Bank.
149	63	SECTION-V PART I Functional and Technical Requirements Clause: 4.15.3	Statement of structural liquidity - Overseas operations country wise (in each currency as well as converted into home currency)	We assume all regulatory reports are as per RBI requirement and no specific reporting requirement to respective overseas entity central bank. Please confirm	The regulatory reports are as per RBI requirement.
150	63	SECTION-V PART I Functional and Technical Requirements Clause: 4.15.7	The system should be capable of generating the structural liquidity profiles for the Bank and its subsidiaries separately as per the RBI format	Please specify how many subsidiaries are part of Indian Bank	2 Subsidiaries
151	70	SECTION-V PART I Functional and Technical Requirements Clause: 10.7.1	Business Unit or Zone or Branch Level	Generally, ALM is done at Overall Bank Level at Head Office. Please clarify on requirement of ALM at branch level.	It is expected that the system will derive the various bucket from account level data. Hence report level aggregation should not be an issue.
152	71	SECTION-V PART I Functional and Technical Requirements Clause: 10.11	The system should be capable of generating the dynamic liquidity profile for different zones/overseas branch separately	Generally, ALM is done at Overall Bank Level at Head Office. Please clarify on requirement of ALM at branch level.	It is expected that the system will derive the various bucket from account level data. Hence report level aggregation should not be an issue.
153	72	SECTION-V PART I Functional and Technical Requirements Clause: 13.2	The system should support classification of assets and liabilities into precise time buckets and generation of the interest rate sensitivity profile on a branch-wise and region/zone wise basis	Generally, ALM is done at Overall Bank Level at Head Office. Please clarify which analysis is required at branch level, region and zone level? And at what frequency? This has a cost implication on storage space	It is expected that the system will derive the various bucket from account level data. Hence this should not have any additional impact on storage

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154	75	SECTION-V PART I Functional and Technical Requirements Clause: 15.4	The system should perform branch wise / GL wise /item-wise automatic reconciliation of the balance sheet with the aggregated Assets and Liabilities as per liquidity/Interest rate risk profiles	Generally, ALM is done at Overall Bank Level at Head Office. Please clarify on requirement of ALM at branch level.	It is expected that the system will derive the various bucket from account level data. Hence report level aggregation should not be an issue.
155	77	SECTION-V PART I Functional and Technical Requirements Clause: 18.1	The system should be capable of performing the statistical analysis on the archived portfolio level/account level data, to determine the core and volatile portions for following products , currency wise	Enhance requirement to create customized modelling for Behaviour, Prepayments & Rollover assumptions to "Ability to configure model assumptions for Behaviour, Prepayments & Rollover. This involves additional product license and significant cost and effort additions. Our previous experience, Bank's business team computes using excel model and can be configured in the application for further computations in the system	Please adhere to the clause in the RFP
156	78	SECTION-V PART I Functional and Technical Requirements Clause: 19.2.11	The system should allow the user to determine stressed liquidity ratios such as the Liquidity Coverage Ratio (LCR) and the Net Stable Funding Ratio(NSFR)	Since the Bank is expecting LCR and NSFR in the functional requirements, Bank needs to consider LCR and NSFR software tools for implementation along with ALM and FTP, as this is a generally accepted market practice in India. Please confirm.	LCR and NSFR are required as per the scope and it should be part of the deliverables. Functional scope covers everything that is expected to be delivered. Please adhere to the clause in the RFP.
157	80	SECTION-V PART I Functional and Technical Requirements Clause: 19.24	The system should support intraday liquidity and collateral management reporting	Request to remove the clause or make this an optional item	Please adhere to the RFP
158	81	SECTION-V PART I Functional and Technical Requirements Clause: 20.5	The system should support intraday collateral management in line with RBI/ Basel III requirements.	Assume we are implementing LRM and use case to be validated	Please adhere to the RFP

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159	82	SECTION-V PART I Functional and Technical Requirements Clause: 21.14	The system should be capable of calculating the liquidity coverage ratio and alert the user and pre-defined authorities in event of breach of regulatory/ internal limit	Request to remove the clause or make this an optional item	Please adhere to the RFP
160	84	SECTION-V PART I Functional and Technical Requirements Clause: 21.31	Facilitate automated update of high value inflows and outflows to support intraday liquidity management:	Request to remove the clause or make this an optional item	Please adhere to the RFP
161	86	SECTION-V PART I Functional and Technical Requirements Clause: 24.1.3	Branch level / region / zone level / business unit level /overall bank level	Generally, ALM is done at Overall Bank Level at Head Office. Please clarify on requirement of ALM at branch level.	It is expected that the system will derive the various bucket from account level data. Hence report level aggregation should not be an issue.
162	87	SECTION-V PART I Functional and Technical Requirements Clause: 28.1	To Provide flexibility to choose from multiple FTP methodologies (Cost of funds/ Net Funding/ Pooled Funding/Matched Maturity)	Please clarify if FTP is needed for both banking book and treasury book or only banking book	FTP is applicable for both Treasury and banking book. Please refer RFP Page 24-Point 11-sub-point h(i)
163	88	SECTION-V PART I Functional and Technical Requirements Clause: 28.1	Funds Transfer Pricing	Following are some of the functionalities asked by majority of the Bank's in India and are usually covered in the FTP policy. Would the bank keen to have this as part of the proposed product?	Please adhere to the scope mentioned in the RFP.
164	90	SECTION-V PART I Functional and Technical Requirements Clause: 29.9	Should support allocation of capital	Request you to provide an example on how the bank wants to use this functionality. Kindly explain in detail.	The details will be explained with the successful bidder during SRS/BRD process.

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165	95	SECTION-V PART I Functional and Technical Requirements Clause: 1.1	Ability to integrate to support real time and batch operation	FTP is monthly. ALM is day end. Please clarify if real time interface is needed	The interfacing with Middle ware if any may be considered as real-time integration.
166	95	SECTION-V PART I Functional and Technical Requirements Clause: 1.1	Ability to integrate to support real time and batch operation	ALM functionality does not require a real time integration. This is generally done after trial balance or general ledger for a day is processed. Can you please confirm requirement of real time integration? If integration is that ALM reports are available on line once processed ?	The interfacing with Middle ware if any may be considered as real-time integration.
167	95	SECTION-V PART I Functional and Technical Requirements Clause: 3	General IT related Requirements	Global Banking Industry and newer Regulation are demanding to have a robust predefined common data model shared across business applications so that it can be in line with the compliance requirements like Data Lineage, Transparency and Data Storage. Would the bank be interest to call this as a mandatory requirement to have a shared and integrated data model for all the applications in scope? Kindly confirm.	Please adhere to the scope mentioned in the RFP. Scope for ALM & FTP both have been clubbed in one RFP as it is understood that there will be common data model between the two applications
168	95	SECTION-V PART I Functional and Technical Requirements Clause: 3	General IT related Requirements	We understand that there is a heavy data commonality among the business applications in scope. The proposed solution should re-use this data and avoid data duplication and creating data marts. Would the Bank be keen to mandate the requirement where the applications are integrated and the data movement between the applications are pre stitched?	Please adhere to the scope mentioned in the RFP. Scope for ALM & FTP both have been clubbed in one RFP as it is understood that there will be common data model between the two applications
169	107	Annexure - VI	Manufacturers' Authorization Form	Usually, OEM would provide MAF in their own format. Therefore, this Annexure is not required. Kindly confirm.	Please adhere to the clause in the RFP

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170	112	Annexure - VIII Clause: 12	The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants."	We as a matter of practice at Intellect do not encourage Indemnity clauses in the NDA. The indemnity clause protecting the Bank's confidential information shall be duly included in the final MSA with a similar degree of protection. Request the bank to consider the change	Please adhere to the clause in the RFP
171	114	Annexure - VIII Clause: 6	Return of confidential information	Please consider to add: "However, Service Provider shall be allowed to retain sufficient documentation required as per applicable law and/or to evidence, justify and support the work performed by it. The documentation retained will continue to be subject to confidentiality obligations set out in this Agreement."	Please adhere to the clause in the RFP
172	114	Annexure-VIII	12. Indemnity clause "The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants."	Bidder proposes below modification to this clause. 12. Indemnity clause "The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants." Liability of receiving party for this indemnification shall be limited to contract value.	Please adhere to the clause in the RFP.
173	117	Annexure - XII	ANNEXURE-XII Certificate of Local Content as per Make in India Guidelines	Kindly clarify this clause for the software application that is provided as part of the RFP requirement. Does it mean that any customization made for the RFP requirement will be classified as local content addition?	Kindly provide the declaration as per Annexure XII
174	118	Annexure - XIII	ANNEXURE-XIII Declaration of Source Code Audit	Kindly clarify whether the source code audit declaration has to be given by OEM or the SI	To be given by OEM

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175	118	Annexure-XI	Proforma Of Installation Certificate For Issue By The Bank After Completion Of Implementation	Please clarify if this certificate will be given by Indian Bank for this project or if reference bank needs to give this certificate to be submitted as bid component. In case of latter, other client will not give such a certificate; please delete this requirement	Certificate will be provided by Indian bank after completion
176	119	Checklist #4	The yearly turnover of the bidder should be more than Rs.75 crores during each of last three financial years. (2018-19, 2019-20 and 2020-21.)	1. Request to clarify the documents to be provided by MSME bidders, if the exemptions are provided for Prior Experience and Prior Turnover criteria's.	Companies registered as Micro/Small Units under MSE/National Small Industries Corporation (NSIC) should submit documentary proof for claiming exemption. Kindly provide all the documents as specified in the Checklist. The evaluation will be done in accordance with the prescribed guidelines of Govt of India related to MSMEs and start-ups.
177	119	Checklist #5	Bidder should have satisfactorily implemented proposed ALM & FTP Solution and its support services in at least one scheduled commercial bank in India. Copy of Purchase orders issued by Commercial Scheduled Bank having a minimum of 1000 branches, within the last three years, in India should be submitted along with Technical Bid. Further, the bidder should submit a letter issued by the scheduled commercial bank stating the services are found satisfactory. The letter should be obtained after the date of issue of the RFP	1. Request to clarify the documents to be provided by MSME bidders, if the exemptions are provided for Prior Experience and Prior Turnover criteria's. 2. Request the bank to remove the cap of 1000 branches for the Scheduled Commercial Banks.	1.Companies registered as Micro/Small Units under MSE/National Small Industries Corporation (NSIC) should submit documentary proof for claiming exemption. Kindly provide all the documents as specified in the Checklist. 2.The evaluation will be done in accordance with the prescribed guidelines of Govt of India related to MSMEs and start-ups. 3. Please adhere to the clause in the RFP as it is as per Bank Policy
178	120	Annexure - XIII	Declaration of Source Code Audit	Since the Source Code is owned by the OEM and cannot be modified by the SI, the Annexure should be signed by the OEM. Please confirm.	To be given by OEM

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179	121	CHECKLIST #5	Bidder should have satisfactorily implemented proposed ALM & FTP Solution and its support services in at least one scheduled commercial bank in India. Copy of Purchase orders issued by Commercial Scheduled Bank in India should be submitted along with Technical Bid. Further, the bidder should submit a letter issued by the scheduled commercial bank stating the services are found satisfactory. The letter should be obtained after the date of issue of the RFP.	As per our experience with other PSU Banks, they issue letters immediately after the module Go-live. Banks do not provide fresh letters as it involves a lot of administrative work. We can arrange for site visit (if required). Please consider to rephrase this to "Further, the bidder should submit a letter issued by the scheduled commercial bank stating that Vendor has implanted the solution and is live"	All satisfied customers issue such letters. Please adhere to the clause in the RFP
180	121	CHECKLIST #9	Bidder should produce letter from OEM confirming back to back support and availability.	We are a long term SI for 3 out of top 5 PSU banks in India for these solutions. Overall we have done 20+ successful implementations in India and abroad. Many of these are reference-able. OEM will provide MAF, quoting that the Bidder is an authorized partner of the OEM. But, OEM will not enter into any contract with SI for a commitment on back to back support and availability. Kindly consider removing this clause.	Please adhere to the clause in RFP.
181	122	CHECKLIST #13	OEM must have a mechanism for lodging & tracking of complaints	OEM has a ticket based robust online portal for lodging & tracking of complaints, so they may not provide such declaration separately. Kindly consider removing this clause.	There should not be problem in providing declaration when OEM has a ticket based robust online portal for lodging and tracking of complaints.
182		General		Scope of FTP and Cost application module is limited to India entity or includes overseas entities as well?	Scope of FTP is limited to India entity only.
183		General		Request Bank to grant extension of 1 week for bid submission	Please refer to Amendment to RFP of ALM FTP published regarding the extension of last date for submission of bids

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Annexure-I Data related to Hardware Sizing

S No	Parameter	FTP	ALM
1	Number of Active CASA Accounts	6.61 Cr	6.61 Cr
2	Number of Active Deposit Accounts	7.57 Cr	7.57 Cr
3	Number of Active Advances Accounts (Loans, OD, Corporate Loans, TOD)	0.85 Cr	0.85 Cr
4	Y-o-Y Growth % for Active CASA and Deposit Accounts	Stagnant due to COVID 19 impact.	Stagnant due to COVID 19 impact.
5	Y-o-Y Growth % for Active Advances Accounts (Loans, OD, Corporate Loans, TOD)	5% (approx.)	5% (approx.)
6	Concurrent users accessing the application	5-10	5
7	Total number of users accessing the application	15-20	20
8	Concurrent users accessing the reports	5-10	5
9	Total Number of users accessing the reports	15-20	20
10	Number of days retention in staging area (Transient Area)	90 days	45 days
11	Number of years retention in results area (Persistent Area)	5-7 years	5 years