

## Annexure-2

Reply to Pre-Bid queries raised by prospective bidders on RFP for " Request for Proposal (RFP) for Appointment of Consultant for Design & Implementation Support for Enhancing Performance Management System (Ref: PMS/TMO/2021-22/004 Dated: 31/12/2021)

Sl.	Page No	Description (text from the RFP)	Query/Suggestions	Query reply
1	7	Earnest Money Deposit (EMD)	We wanted to check if EMD needs to be deposit or a bid declaration form will suffice since the notification has now been extended	As per RFP
2	7	Performance Guarantee	We wanted to check if the performance guarantee will be calculated at 3% or at 10% since the notification has now been extended	As per extant GOI guidelines (para 2 on page no 20 of RFP). Presently the PBG has been capped at 3% of the contract value.
3	13	Introduction	Can we know the number of permanent employees who will be in the scope of this engagement?	As per RFP terms and conditions.
4	14	Introduction	Can we also understand a rough estimate or headcount of managerial population?	Will be shared with successful bidder
5	22	Module 1 - Gap analysis	Can the HRMS landscape of the Bank be shared with us, to understand exactly what all HR related systems will have to be studied?	Will be shared with successful bidder
6	22	Module 1 - Gap analysis	What are the key drivers behind this exercise? What are the key pain points in the existing solution?	Will be shared with successful bidder
7	22	Module 1 - Gap analysis	Please share the list of all applications that are connected with the existing Performance Management System.	Will be shared with successful bidder
8	22	Module 1 - Gap analysis	Please share the list of integrations, along with broad data entities that are exchanged as part of the integration	Will be shared with successful bidder
9	23	Module 1 - Gap analysis	Is the consultant expected to commission a separate benchmarking study to compare IB with the peer positioning?	As per RFP terms and conditions.
10	23	Module 1 - Gap analysis	Can we get a rough estimate of how many unique job roles will have to be studied for the KRA' KPI assessment and revision exercise?	Will be shared with successful bidder
11	23	Module 1 - Gap analysis	The scope says that the "diagnostic should also address gaps from PSB reforms agenda EASE." Can we get some details and understanding of this scope item?	Will be shared with successful bidder
12	23	Module 1 - Gap analysis	Is there a separate data warehouse solution in the existing landscape? If yes, does HRMS system integrate with it? What is the periodicity of data transfer?	The present PMS is a part of HRMS system. The data sources shall be shared with successful bidder.

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13	24	Module 2 - Design	In reference to this statement on page 24 of the RFP, "The designing of KRA/KPI and role allocation should encompass introduction of new departments and verticals, consequent upon Digital and Operating Model Transformation". Is it safe to assume that new organisation structure, roles and verticals are designed and will be available to the consultant to build out the PMS pieces	Yes, as per terms & conditions of the Digital Transformation, Operating Model Transformation and PMS RFP's
14	25	Module 2 - Design	What do we mean by sensitive and non-sensitive roles? Is it critical and non -critical roles to business?	Will be shared with successful bidder
15	25	Module 2 - Design	Can we get a few examples on of non-budgetary roles?	Will be shared with successful bidder
16	25	Module 2 - Design	Please help us understand the expectation from this line - "Enhancement and refinement of Suo-Moto methodology of Performance Appraisal"	Will be shared with successful bidder
17	26	Module 3 & 4 - Design	Support in creation of job-family wise career path & learning calendar (trainings, certifications, workshops) to improve specialization build for allocated officers/Support in creation of job-family wise development plan & learning calendar (trainings, certifications, workshops) to improve specialized skills for identified officers - Kindly confirm that this is training related to the Implementation and cascade of the performance management process only	As per RFP terms and conditions.
18	28	Module 5 - Business Intelligence	For business intelligence all the scope items are requirements from a system. Are we expecting the consultant to recommend a few solutions to support BI and help design the solution? Or the consultant is supposed to recommend, design and procure a tool for BI to support these requirements? Please help clarify.	As per RFP terms and conditions.
19	29	Module 6 -Realtime dashboards	We are assuming that the dashboards will be created on the PMS tool as identified by the Bank. Please help confirm.	Yes
20	40	Module 9: - Enhancing leadership effectiveness	Model-driven digital tool and multiple data algorithms is one of the deliverables under module 9, can we please get more details on the expectations here.	Will be shared with successful bidder
21	41	4.3 Non-Exhaustive Clause	Since the RFP mentions that the scope is non-exhaustive, please provide clarity whether Indian Bank and the bidder will agree upon a defined rate to address the payment for the overall project effort	As per RFP terms and conditions.

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22	42	Bidding Firm should have successfully completed minimum of 1 consultancy program specific to Performance Management System / Talent Management / HR Consultancy, during the last five years across Public Sector Banks in India/ Private Sector Banks/ /Public Sector Enterprises/Indian Financial Institutions with pan-India presence with minimum employee base of 10000. The duration of completed project should not be less than six months.	Request the Bank to amend the eligibility criteria to include global banks with headcount criteria i.e., 10,000 as it will be beneficial for the bank to derive learnings from large institutions where HR transformation were implemented in Talent Management / PMS / HR Consultancy.	As per RFP terms and conditions.
23	42	Eligibility Criteria: Bidding Firm should have successfully completed minimum of 1 consultancy program specific to Performance Management System / Talent Management / HR Consultancy, during the last five years across Public Sector Banks in India/ Private Sector Banks/ /Public Sector Enterprises/Indian Financial Institutions with pan-India presence with minimum employee base of 10000. The duration of completed project should not be less than six months.	Can relevant Global credentials of engagements lasting more than six months be considered?	As per RFP terms and conditions.
24	43	Eligibility Criteria: The Bidder should not have been blacklisted/debarred by the Central Government/State Governments / Semi Government departments / Regulatory Authorities / Financial Institutions/ banks/ Public Sector Undertakings in India and overseas.	We propose to amend the clause and remove Affiliates /Group Companies /member firms	As per RFP terms and conditions.
25	45	Technical Bid Evaluation Criteria - Evaluation Criteria - S No 1	We have signed confidentiality agreements with our clients that limit our ability to disclose the contracts details. While we shall be happy to disclose the same where we are legally permitted to, we request you to accept a CA certificate with name of our client, the nature of services we performed for them, the duration of the project and a tentative contract value duly attested	The acceptance of such document will be on sole discretion of the Bank subject to the following: 1. It should be backed by relevant documents 2. It should be CA certified. 3. Name of the client must be mentioned.

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26	45	Evaluation criteria - S No 1 Experience in carrying out similar assignments for Performance Management in Indian Public/Private Sector Banks/Financial Institutions/ Public Sector Enterprises (PSEs)	Request you to confirm if the minimum employee base of 10,000 also applies to this evaluation criteria	As per RFP terms and conditions.
27	45	<ul style="list-style-type: none"> <li>• Experience of working on HR Transformation projects in Indian Public/Private Sector Banks/Financial Institutions/ Public Sector Enterprises (PSEs) with pan -India presence and employee base of minimum 10000 during last 5 years.</li> <li>• Experience in carrying out similar assignments for Performance Management in Indian Public/Private Sector Banks/Financial Institutions/ Public Sector Enterprises (PSEs)</li> <li>• Reference checks from clients where similar assignments have been undertaken by bidder marks 25</li> </ul> <p>(Scoring will be done based upon the number of experience related eligible credentials. Preference in scoring will be given in the order of assignments for Indian Public/Private Sector Banks/Financial Institutions/ Public Sector Enterprises (PSEs) AND duration of assignments.)</p>	Request the Bank to amend the scoring criteria to include global credentials too i.e., global banks, large financial institutions and private entities in last 5 years	As per RFP terms and conditions.
28	45	<p>Plan for Transfer of knowledge and capabilities for scale up and sustaining impact.</p> <ul style="list-style-type: none"> <li>• Experience of Change Management in HR Transformation /PMS /Talent Management in Public Sector Banks</li> <li>• Plan for knowledge transfer and building capabilities</li> <li>• Change management and training approach</li> <li>• Training and Handover of capabilities to Bank's in-house teams for sustainability</li> <li>• Adoption Approach</li> </ul>	Request the Bank to allow change management experience across large conglomerates in public & private entities, financial institutions.	As per RFP terms and conditions.

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29	45	<p>Evaluation Criteria: Experience of working on HR Transformation projects in Indian Public/Private Sector Banks/Financial Institutions/ Public Sector Enterprises (PSEs) with pan-India presence and employee base of minimum 10000 during last 5 years. Experience in carrying out similar assignments for Performance Management in Indian Public/Private Sector Banks/Financial Institutions/ Public Sector Enterprises (PSEs) Reference checks from clients where similar assignments have been undertaken by bidder.</p>	<p>Can Global credentials with Indian delivery be considered? Can the credentials that are listed and qualified for both bullet 1 and 2 be considered as separate credentials for each bullet?</p>	<p>As per RFP terms and conditions.</p>
30	54	<p>Intellectual Property</p>	<p>We agree to provide the Bank the IP of the final deliverables that are shared with the Bank.</p> <p>We propose to clarify the language of the clause to allows us to retain the pre-existing and underlying intellectual property to the extent embedded in the deliverables. We shall provide a non-exclusive, non-transferable, non-sublicensable, fully paid right to the Bank to use and copy any of the pre-existing IP forming part of the deliverables, so as to enable the Bank to use the deliverables internally, in accordance with the Contract. We shall also retain the ownership of any IP we develop while working for the Bank, whether or not incorporated into the deliverables. This is especially true for any IP that could be considered an ‘enhancement’ to our pre-existing IP.</p> <p>We shall not preclude the Bank from sharing the deliverables with any third parties, however, we request the Bank to ensure that such third parties sign our standard non-reliance letter before the Bank shares deliverables and any third-party having access to the report or presentation may use it on a non-reliance basis. This would protect us from risks of third-party claims based on reliance on our deliverables, which are prepared only for the Bank. We are unable to assume any legal obligations to non-clients that could arise from the redistribution of our work and we do not owe duty of care towards the third party.</p>	<p>As per RFP. However, Bank may discuss with the successful bidder.</p>

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			Any digital deliverables or our proprietary products shall be subject to mutually agreeable terms.	
31	55	No Publicity	We agree to the provisions, and we suggest making the clause mutual. That is, neither party will include the deliverables in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution, nor make any public announcement or press release regarding the engagement or deliverables provided/ services performed without the prior written consent of the other party.	As per RFP. However, Bank may discuss with the successful bidder.
32	55	7.5 No Right to Set Off: In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this appointment to the Bidder for any payments receivable under and in accordance with that business.	Please clarify the set-off clause	As per RFP terms and conditions.
33	56	Limitation of Liability	We agree that our aggregate liability for any direct damages, including third party claims, whether in contract (including indemnity), tort, strict liability or otherwise, shall be limited to the total contract value. We can only agree to unlimited liability for (i) personal injury or death caused by our negligence; (ii) fraud; or (iii) any matter for which it would be illegal to exclude or limit liability. We suggest that all other claims should be capped at the aforesaid limitation of liability.  In light of the commercially acceptable industry practice, we would like to clarify that under no circumstances should either BCG or Bank be liable to the other for any indirect, consequential, punitive, or other special damages.	As per RFP. However, Bank may discuss with the successful bidder.
34	56	7.10. Subcontracting: As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.	We propose to use the services of a sub-contractor / Vendor	As per RFP terms and conditions.

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35	56	7.11 Substitution of Team members If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to 10% of the contract value as liquidated damages.	Request the Bank to re-visit this clause	As per RFP terms and conditions.
36	56	7.12 Limitation of Liability: The Successful Bidder's liability in case of claims by the banks resulting from its wilful misconduct or gross negligence, loss suffered by banks due to damage to real or tangible or intangible property by Successful Bidder, its employees and/ or subcontractors or loss suffered by banks due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	We propose the clause to be made mutual.	As per RFP terms and conditions
37	57	Confidentiality	We agree to the confidentiality obligations. In the Contract, we propose to further clarify this clause to define 'Confidential Information' and to add mutual confidentiality obligations for both parties. Further, Confidential Information should also not include information that: (a) the receiving party can demonstrate was independently developed by or for the receiving party without reliance on any Confidential Information of the other party; or (b) is disclosed pursuant to an order of any court of competent jurisdiction or any regulatory, judicial, governmental, or similar body or any taxation authority of competent jurisdiction requiring disclosure of the Confidential Information of the disclosing party, provided that, to the extent legally permitted, the receiving party shall promptly notify the disclosing party. Additionally, in order to be compliant with any legal or tax orders, we request that we are allowed to retain the copies of the reports or deliverables submitted by us as an evidence of the work completed by us under the Contract. Any such information retained shall continue to be held in confidence as per the confidentiality terms of the Contract/ NDA.	As per RFP. However, Bank may discuss with the successful bidder.



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38	57	7.12 Limitation of Liability: All employees engaged by the successful Bidder shall be in sole employment of the successful Bidder and the successful bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall Indian Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the successful bidder.	We propose the clause to be made mutual.	As per RFP terms and conditions.
39	57	7.12 Limitation of Liability: Subject to any law to the contrary, and to the maximum extent permitted by law, bidder shall be liable to the Bank for any consequential/ incidental, or indirect damages arising out of this agreement.	We propose the clause to be made mutual.	As per RFP terms and conditions.
40	58	7.13 Confidentiality: The bidder shall return all the Confidential Information that is in its custody, upon termination/expiry of this Agreement.	We propose the below language: "DTTILLP may retain such portion of the Confidential Information that is required for compliance with its statutory, regulatory or professional conduct obligations"	As per RFP. However, Bank may discuss with the successful bidder.
41	58	7.13 Confidentiality: However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information: Was acquired by the bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Indian Bank. However, the bidder may disclose the information held with them if it is required under relevant law or in compliance of any Court Order. But the bidder should give an undertaking that they will not use the same for any other purpose.	We would like you to add the following two other scenarios:- Was developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosures made by the disclosing Party to the receiving Party of such information; - Was required to be disclosed by either Party by order of a court, administrative agency or governmental body, or by any law, rule, regulation, subpoena, or any other administrative or legal process, or by applicable regulatory or professional standards;	As per RFP. However, Bank may discuss with the successful bidder.



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42	59	7.13 Confidentiality: The obligation under NDA shall survive the expiration/termination of the original contract referred and the obligations contained herein shall continue indefinitely as long as the underlying information remains confidential. The obligations of the Company respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.	We would like to limit the confidentiality obligation period for a period of one (1) year post completion of the project (the period can be negotiated).	As per RFP. However, Bank may discuss with the successful bidder.
43	59	7.14 Visitorial Rights: The Bank and their authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Banks is not misused.	Please note that Audit of our office and system is not acceptable as the Bidder will have data / information of other clients and it would be breach of confidentiality in case we allow the client to audit our office system /  However, the scope and period may be discussed and negotiated once the contract is awarded to us	As per RFP. However, Bank may discuss with the successful bidder.
44	60	7.16 Indemnity: Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or	Since the deliverables are provided by the bidder, we would like to exclude this from the indemnification.	As per RFP terms and conditions.
45	60	7.16 Indemnity: breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or	We would like to exclude this from the indemnification.	As per RFP terms and conditions.
46	61	7.18: Force Majeure: If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem.	Since we have the existing SLA/NDA, can those be leveraged	No, existing SLA /NDA were for different project.
47	61	7.19 Penalty and Liquidated damages SLA violation will attract penalties.	Is this a separate penalty?	Both Penalty and LD are independent of each other and are applicable separately and concurrently.

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48	62	Penalty and Liquidated Damages	We suggest deleting this clause in entirety. We will pay actual damages as determined by a court and suggest removing a pre-agreed penalty/ liquidated damages from the Contract. Further, any termination should be subject to the notice period under the termination clause.	As per RFP terms and conditions.
49	62	7.19 Penalty and Liquidated Damages: Notwithstanding Bank's right to cancel the order, the Bank reserves the right to recover the penalty at 0.50% of the contract value per week for every week's delay in the specified delivery schedule subject to a maximum of 10% of the contract value.	We request you to add the below language after the word "delay": "for the reasons solely attributable to the Bidder"	No, as per RFP term and conditions Penalty & Liquidated damages are not applicable for reasons attributable to the Bank and Force Majeure. Refer Page No 61 and 62
50	62	7.19 Penalty and Liquidated Damages: If the total amount of penalty reaches 10% of contract value, it will be sufficient reason to terminate the contract and invoke Bank Guarantee.	Is penalty word used as synonymous with liquidated damages? Below the LD is capped to 5%?	Both Penalty and liquidated damages are independent of each other and applicable separately and concurrently. Penalty can reach maximum 10% of contract value and LD @ 5% of contract value in case of termination of contract for non-performance. (kindly refer RFP)
51	62	7.19 Penalty and Liquidated Damages: In case of termination of contract, the Bank reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance.	Over here LD is capped to 5%. Does this mean the total penalty+LD = 15%?. We request you to limit overall % to 10%	Both Penalty and LD are independent of each other and are applicable separately and concurrently.
52	63	Termination	We suggest that any termination under the Contract should be where there is a material breach (not any breach), and the right to terminate for cause should be mutual.	As per RFP terms and conditions.

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53	63	<p>7.20 Termination: Upon the termination or expiry of this RFP and subsequent Agreement:</p> <ul style="list-style-type: none"> <li>· The rights granted to Bidder shall immediately terminate.</li> <li>· Upon Bank's request, with respect to (I) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavours to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.</li> <li>· Upon Bank's request in writing, Bidder shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.</li> </ul>	<p>This clause does not address payment post termination. We would like to propose that the payment be paid till the termination date.</p>	<p>As per RFP terms and conditions.</p>
54	71	<p>The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/member firms.</p>	<p>Kindly limit this clause to only the team working on the project.</p>	<p>As per RFP terms and conditions.</p>
55	80	<p>Undertaking for Information Security: We hereby undertake that the proposed hardware /software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)</p>	<p>Given the scope of RFP is about diagnose, design and provide implementation support for the new PMS system with technical vendor onboarded basis the design requirements for developing the new PMS system, please clarify the relevance for submitting the undertaking.</p>	<p>As per RFP terms and conditions.</p>

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56	57; 59; 60	Indemnification	We can agree to indemnifying only for losses that arise from third party claims for intellectual property rights' infringement (except patents which are not applicable to the scope of work). All direct claims or any other third-party claims can and should be litigated (or otherwise resolved) between the parties via the courts or other agreed processes. Accordingly, we would like to remove the indemnity under clauses 7.13, 7.15, and amend clause 7.16. Further, clause 7.16 should be amended to remove the right to recover amounts.	As per RFP. However, Bank may discuss with the successful bidder.
57	91; 92	Annexure 9 – Fall Clause; Facilitation of Investigation	<p>We would like to delete the Fall Clause since the services we provide are personal to each of our clients and the fees paid for them are equally personal.</p> <p>Further, in any examination, nothing shall obligate us to disclose any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with our business, payroll information, or information or material that constitute, in our opinion, legally privileged documents or information that we are bound to maintain as confidential by written obligation to a third party.</p>	As per RFP. However, Bank may discuss with the successful bidder.
58		Request to add this clause: Intellectual Property Rights (mentioned on the right)-	<p>Kindly request the Bank to insert this clause into the RFP:</p> <p>“The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that The Consultant own in performing the Services. Notwithstanding the delivery of any Reports, The Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that The Consultant compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.”</p>	As per RFP. However, Bank may discuss with the successful bidder.

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59		Request to add this clause: Termination (mentioned on the right)	Kindly request the Bank to insert this clause into the RFP: "The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Client if The Consultant reasonably determine that The Consultant can no longer provide the Services in accordance with applicable law or professional obligations."	As per RFP terms and conditions.
60		Scope	Are we right to assume that the part of the existing scope as laid down in the RFP, the consultant is required to design the tool, state requirements and support implementation of the system. Under no circumstance, a consultant will be involved in procuring, licensing, selection or supply of the software. Please confirm.	As per RFP terms and conditions.
61		Scope	Is the bank open to a rehaul of their HRMS system and implementation of a new one? or would the bank want to continue with their existing HRMS?	As per RFP terms and conditions.
62		Scope	We are reading that the consultant has to design the tools and support the implementation, please clarify would the consultant be supporting the Indian bank team in implementation of the process and policies only or would the consultant own, the technology and tools implementation completely?	The consultant shall support Bank in implementation of the process and policies and assist in onboarding of external vendor, if required
63		Scope of Work	Can we propose a different timeline for Phase 1, 2,3 and respective modules based on our assessment of the effort required? We would also request for change in payment terms in case the proposed phases and modules are changed?	As per RFP terms and conditions.
64		Request to add this clause: Limitation of liability (mentioned on the right)	Kindly request the Bank to insert this clause into the RFP: "Limitation of Liability:  The Client (and any others for whom Services are provided) shall not recover from The Consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services."	As per RFP. However, Bank may discuss with the successful bidder.

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Reply to Pre-Bid queries raised by prospective bidders on RFP for " Request for Proposal (RFP) for Appointment of Consultant for Design & Implementation Support for Enhancing Performance Management System (Ref: PMS/TMO/2021-22/004 Dated: 31/12/2021)

Sl.	Page No	Description (text from the RFP)	Query/Suggestions	Query reply
65		Request to add this clause: Confidentiality (mentioned on the right)	<p>Kindly request the Bank to insert this clause into the RFP:</p> <p>"Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement"</p>	As per RFP. However, Bank may discuss with the successful bidder.