

Sr. No.	Page No	Existing clause as per RFP	Revised Clause
1	54	<p><b>D : Termination for other than Default:</b></p> <p>Bank the Purchaser, without prejudice to any other right or remedy, by a written notice of 30 days after first 1 year of Contract indicating its intention to terminate the Contract/Agreement and may terminate the Contract/Agreement in whole or in part. It is hereby clarified that <b>the termination for convenience shall be without any compensation to the Vendor and in case of termination for any reason; the Bank shall not be liable to pay any fee/consideration for the contract performed.</b> It is also clarified that the Vendor shall not be entitled to terminate the contract.</p> <p>In the event of termination by Bank, the Contractor shall be paid the undisputed fees/amount for the</p> <p>a) Goods Delivered b) Services Rendered as per the scope of the RFP till the date of termination.</p>	<p><b>D : Termination for other than Default:</b></p> <p>Bank the Purchaser, without prejudice to any other right or remedy, by a written notice of 30 days after first 1 year of Contract indicating its intention to terminate the Contract/Agreement and may terminate the Contract/Agreement in whole or in part. It is hereby clarified that <b>the termination for convenience shall be without any compensation to the Vendor and in case of termination for any reason;</b> the Contractor shall be paid the undisputed fees/amount for the</p> <p>a) Goods Delivered b) Services Rendered as per the scope of the RFP till the date of termination. <b>Vendor shall not be entitled to terminate the contract.</b></p>
2	54	<p>Termination for other than Default &amp; Termination for Convenience</p>	<p>Termination of convenience- In addition to the right of the Bank to terminate the contract for the delayed/unsatisfactory/non-performance of the vendor and or for various detailed in the service level agreement to be executed with the bank, the Bank shall also be entitled to terminate the contract at any time for its convenience by giving one month notice to the vendor. Termination of convenience shall be without any compensation to the vendor and in case of termination for any reason, the vendor shall be paid the undisputed fees/amount for the (a) Goods delivered (b) Services rendered as per the scope of the RFP till the date of termination. (c) Work in progress acceptable to the Bank till the date of termination. <b>Vendor shall not be entitled to terminate the contract.</b></p>
3	20	<p><b>Blacklisting</b></p> <p>Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor, in case the Vendor exceeds the threshold limit of Delay for item above.</p>	<p>No change in the RFP terms</p>

Sr. No.	Page No	Existing clause as per RFP	Revised Clause
5	63	Indemnity	No change in the RFP terms
6	63	<b>Indemnity</b> For breach of any obligation mentioned in this clause 4.48 and the below two clauses viz. Confidentiality and Limitation of Liability, in no event Service Provider shall be liable for damages to the Bank arising under or in no connection with this Agreement for an amount not exceeding the Total Cost of the project. The vendor shall be responsible for obtaining all necessary authorisations and consents from third party licensors of the software, if any, used by the vendors in performing its obligations under this project.	No change in the RFP terms
7	65	<b>Limitation of Liability</b>	No change in the RFP terms
8	60	Compliance with Law	No change in the RFP terms
9	102	Deed of Indemnity	No change in the RFP terms
10	101	Deed of Indemnity	No change in the RFP terms
11		Transition period in case of termination	No change in the RFP terms
12	55	<b>4.29 Consequences of Termination</b>	No change in the RFP terms
13	19	<b>Implementation timelines:</b>  1. Delivery of Software Licenses - 2 weeks from date of Purchase order (PO) 2. Software deployment ,installation and end point changes( if any ) including Database - 4 weeks from date of Purchase order 3. Integration and Implementation - 8 weeks from the date of PO	<b>Implementation timelines:</b>  1. Delivery of Software Licenses - 2 weeks from date of Purchase order (PO) 2. Software deployment ,installation and end point changes( if any ) including Database - 4 weeks from date of Purchase order 3. Integration and Implementation, data migration - 24 weeks from the date of PO . Proposed solution is expected to be completed in 24 weeks from the date of purchase order in a phased manner. However the Supply Chain Finance to be delivered within 2 months from the date of PO.
14		Request the Bank to kindly consider the Liquidated Damages Clause as Below- If the Vendor fails deliver any or all of the Products or any customization or perform the Services within the time period(s) specified in the Delivery Schedule the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent per week or part thereof of Contract Price subject to maximum deduction of 5% of the total contract value or undelivered services / solution for each week or part thereof of delay, until actual delivery, installation or performance as per related clauses mentioned in RFP.	No Change in RFP

Sr. No.	Page No	Existing clause as per RFP	Revised Clause
15	12	5.1 Scope of work-The bidder shall be responsible for free of cost up gradation of the software in the Bank as and when the same arrives in the market during the subscription	No Change in RFP
16		. The RFP does not talk about India specific regulatory requirements like BRC, FIRC, EDPMS, IDPMS,GR Waiver etc.	Software should be capable for addressing all the regulatory requirement without any additional cost to the Bank.