

**Pre-Bid Queries : REQUEST FOR PROPOSAL (RFP)  
FOR  
PROCUREMENT AND IMPLEMENTATION  
OF  
TRADE FINANCE SOLUTION  
BOI/HO/IT/TF/20-21/RE1 Dated 01/03/2021  
Pre-Bid Queries- Meeting held on 09.03.2021**

Sr no.	Page no.	Clause Name	Clause No. in the RFP	RFP Text	Query	Our Comments
1	5	1. Invitation to Bid	PART – I, 1.6-IV	iv) To integrate Trade Finance Solution with Bank's existing interface/application as required by the Bank	Requesting bank to provide list of integration to be taken care by the bidder in order to arrive at the implementation cost	This will be discussed with the successful bidder
2	12	5. Scope of Work	5.1. General	6) Enable suitable information security / cyber security and secure configuration in respect of the components, and utilities in the system, as per requirement of the bank from time to time	Request bank to extend the existing security infra and integrate the same with the proposed solution	This will be discussed with the successful bidder
3	13	5. Scope of Work	5.1. General	14) 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	Request Bank to consider. The bidder shall be responsible for free of cost update/patch/bug fixes, Upgrade can be provided at the mutually agreed commercial of the software in the Bank as and when the same arrives in the market during the subscription	Upgradation should be free of cost.
4	14	5. Scope of Work	5.1. General	23) Bidder would be responsible for the installation, support and management of the database	Request bank to provide clarity if the bidder needs to provide an DBA to manage the day to day DB operation	Facility Management services should be able to manage. Bidder would be responsible for the installation, support and management of the database. Hardware for the application including OS and Database (SQL and Oracle) only will be provided by Bank. Any other software need to be provided by bidder. Installation of Database will be the responsibility of the bidder. Bank will provide only software. All related OEM's support for database need to be provided by the Bidder.
5	14	5. Scope of Work	5.1. General	25) Bidder is required to set up DR without any extra cost to the Bank	Request bank to confirm that bank is going to provide required infra in DC & DR	Yes
6	15	5. Scope of Work	5.3. Technical and functional specifications, Inspection and Performance Evaluation	Hardware proposed should be sized properly and sizing should be certified by the application OEM. Hardware for the application including OS and Database (SQL and Oracle) only will be provided by Bank. Any other software need to be provided by bidder. Installation of Database will be the responsibility of the bidder. Bank will provide only software. All related OEM's support for database need to be provided by the Bidder.	Request bank to consider providing support from OEM of OS & DB under bank rate contract Bidder would deploy DBA for day to day activities and monitoring of DB.	Facility Management services should be able to manage. Bidder would be responsible for the installation, support and management of the database. Hardware for the application including OS and Database (SQL and Oracle) only will be provided by Bank. Any other software need to be provided by bidder. Installation of Database will be the responsibility of the bidder. Bank will provide only software. All related OEM's support for database need to be provided by the Bidder.
7	16	5. Scope of Work	5.4. System Commissioning & Deliverables –	All copies should be delivered in hard & soft media. Source code for customized application and documentation of the solution shall be the property of the Bank from the start of the contract period. Bank would guarantee that it would not use the source code for commercial purposes and would be willing to sign suitable legal documents in case the vendor/bidder so desires. Should the bidder fail to customize the software the bank reserves the right to modify the software to suit business requirements without any additional liability whatsoever.	Request bank to consider escrow arrangement for the source code & further customization and bank to take care of the charges for the same.	Escrow arrangement to be done and all the necessary cost will be borne by the bidder.
8	19	5. Scope of Work	SLA definition and measurement i) Timeline and Penalty for delay in project implementation	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  Please note that the implementation of any module should be completed within 5 weeks of Bank's intimation of the same.	Request bank to consider, *1 Delivery of Software Licenses 6 weeks from date of Purchase order (PO) 2 Software deployment, installation and end point changes( if any ) including Database 8 weeks from date of Purchase order 3 Integration and Implementation 16 weeks from the date of PO  Please note that the implementation of any module should be completed within 8 weeks of Bank's intimation of the same.*	No Change
9	20	5. Scope of Work	5.6. Penalties:	1 Delivery and installation of software. Within 4 weeks from the date of Purchase Order. 1% of the software license value of the PO for every week delay 10% the PO Value Ten weeks from the date of Purchase Order 2 Implementation of first module Within 8 weeks from the date of Purchase Order 1% of implementation value of the module 10% of implementation value for that module 90 days after installation	Request bank to consider, *1 Delivery and installation of software. Within 8 weeks from the date of Purchase Order. 0.5% of the software license value of the PO for every week delay 10% the PO Value 16 weeks from the date of Purchase Order 2 Implementation of first module Within 10 weeks from the date of Purchase Order 0.5% of implementation value of the module 10% of implementation value for that module 120 days after installation	No Change

**Pre-Bid Queries : REQUEST FOR PROPOSAL (RFP)  
FOR  
PROCUREMENT AND IMPLEMENTATION  
OF  
TRADE FINANCE SOLUTION  
BOI/HO/IT/TF/20-21/RE1 Dated 01/03/2021  
Pre-Bid Queries- Meeting held on 09.03.2021**

Sr no.	Page no.	Clause Name	Clause No. in the RFP	RFP Text	Query	Our Comments
10	20	5. Scope of Work	5.8. Penalties:	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. Bank, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances.	Request bank to consider, "Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, in case the Vendor exceeds the threshold limit of Delay for item above. Bank, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances."	No Change
11	20	5. Scope of Work	5.8. Penalties:	i) During the Implementation period In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absence of or absolute absence (when no replacement is provided), penalty would be deducted @1% of the Implementation Cost, for each day, up to a maximum of 10%.	Request bank to consider, " i) During the Implementation period In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absence of or absolute absence (when no replacement is provided), penalty would be deducted @0.1% of the Implementation Cost, for each day, up to a maximum of 10%."	No Change
12	20	5. Scope of Work	5.8. Penalties:	ii) If Bank avails Onsite Technical support- In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @1% of the ATS Cost, for each day, up to a maximum of 20%.	Request bank to consider, " ii) If Bank avails Onsite Technical support- In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @0.1% of the ATS Cost, for each day, up to a maximum of 20%."	No change. The penalties would be deducted on total ATS cost.
13	21	5. Scope of Work	5.8. Penalties:	iv) Penalty Due to downtime The Bank expects an uptime of 99.5% for the complete solution on monthly basis. In case the uptime is not maintained with the uptime as stipulated, Bank shall charge the penalties as under: Uptime Penalties (on monthly basis) (in Rs) < 99.5% up to 99% 5000/- < 99% up to 98% 10000/- < 98% up to 97% 15000/- < 97% 20000/-	Request bank to consider, " iv) Penalty Due to downtime The Bank expects an uptime of 99.5% for the complete solution on monthly basis. In case the uptime is not maintained with the uptime as stipulated, Bank shall charge the penalties as under: < 99.5% up to 99% 3000/- < 99% up to 98% 5000/- < 98% up to 97% 9000/- < 97% 10000/-"	No Change
14	21	5. Scope of Work	5.8. Penalties:	v) Penalty due to Non resolution of the software issues In case of any call raised with the vendor for issues related with the software, it should be resolved as per the below table: Type of the issue Resolution Time Penalty Critical Issue 4 hrs Rs 100 per hour exceeding 4 hr High 8 hrs Rs 100 per hour exceeding 8 hr Medium 12 hrs Rs 100 per hour exceeding 12 hr Low 24 hrs Rs 100 per hour exceeding 24 hr	Request bank to consider, " v) Penalty due to Non resolution of the software issues In case of any call raised with the vendor for issues related with the software, it should be resolved as per the below table: Critical Issue 4 hrs Rs 100 per hour exceeding 4 hr High 12 hrs Rs 100 per hour exceeding 12 hr Medium 72 hrs Rs 100 per hour exceeding 72 hr Low 120 hrs Rs 100 per hour exceeding 120 hr	No change. Penalty due to non resolution of the software issues will be maximum 10% of Total Contract value.
15	24	5. Scope of Work	5.15. Warranty	5.15.1. Software The software products shall be under a warranty of minimum 1 year during which additions/modifications/bug fixing/security objections shall be done without any extra charge. Further all upgrades, patches would be provided free of cost during the warranty period. The warranty period would start from the date of successful implementation of proposed solution by the successful bidder and its acceptance by the Bank.	Request bank to consider, " The software products shall be under a warranty of minimum 1 year during which additions/modifications/bug fixing/security objections shall be done without any extra charge. Further all patches would be provided free of cost during the warranty period. The warranty period would start from the date of successful implementation of proposed solution by the successful bidder and its acceptance by the Bank."	No change

Pre-Bid Queries : REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT AND IMPLEMENTATION OF TRADE FINANCE SOLUTION BOI/HO/IT/TF/20-21/RE1 Dated 01/03/2021 Pre-Bid Queries- Meeting held on 09.03.2021						
Sr no.	Page no.	Clause Name	Clause No. in the RFP	RFP Text	Query	Our Comments
16	24	5. Scope of Work	5.16. Maintenance & Support	ATS will start after completion of warranty period. ATS should cover trouble shooting, removing bugs/errors wherever required. All upgrades/ updates / new version releases will be provided during ATS period free of cost. It is responsibility of the vendor to apply new patches, updates or upgrade whenever the Bank desires to do so. During ATS/AMC period the vendor will ensure smooth functioning of system. Vendor will ensure availability of trained resources onsite as and when required by the Bank	Request bank to consider version upgrades on the mutually agreed terms and conditions as upgrades may have effort and cost involved which is very difficult to gaguge at this point in time	No Change
17	25	5. Scope of Work	5.16. Maintenance & Support	Bidder has to provide support for the Database as well during the ATS/AMC	Bidder can provide DBA for the dya to day activites involved bank to provide ATS & AMC for the same from respective vendor.	Facility Management services should be able to manage. Bidder would be responsible for the installation, support and management of the database. Hardware for the application including OS and Database (SQL and Oracle)only will be provided by Bank. Any other software need to be provided by bidder. Installation of Database will be the responsibility of the bidder. Bank will provide only software. All related OEM's support for database need to be provided by the Bidder.
18	25	5. Scope of Work	5.16. Maintenance & Support	ATS/ AMC would include support of RDBMS / Application Server /Web Server / System Software Supplied under the project, also would provide the latest updates, patches / fixes, version upgrades, etc	Request bank to consider version upgrades on the mutually agreed terms and conditions as upgrades may have effort and cost involved which is very difficult to gaguge at this point in time	No Change
19	25	5. Scope of Work	5.16. Maintenance & Support	ATS/AMC would include security management including monitoring security and intrusions into the system to maintain the service levels. Successful Bidder will strictly adhere to the Security Policy adopted by the Bank.	Request bank to extend the existing security infra and integrate the same with the proposed solution	No Change
20	25	5. Scope of Work	5.16. Maintenance & Support	AMC should provide a mechanism to log/track (online) all change requests.	Request bank to clarify if the bidder needs to provide ticket management tool or have to integrate with the existing ticket management tool	Tracker with unique reference number with start date and End date of lodgement of complaint and monitoring status of complaint should be available.
21	25	5. Scope of Work	5.16. Maintenance & Support	ATS/AMC would include monitoring and tracking server performance and taking	Request bank to confirm on bidders understanding. " ATS/AMC would include monitoring and tracking server performance and tarking."	Request bank to confirm on bidders understanding. " ATS/AMC would include monitoring and tracking server performance and taking corrective measures."
22	26	5. Scope of Work	5.19. Capability of the Software:	Interfacing with various ERP Solutions of Bank's Clients	Request bank to provide the list of ERP solutions that proposed solution is needed to be integrated.	List will be provided to the successful bidder.
23	26	5. Scope of Work	5.19. Capability of the Software:	Other Information Security Tools	Request bank to provide the list of IT Security tools that solution needs to be integarted	Nearly 20 plus security tools need to be integrated. The details will be discussed with the successful bidder.
24	26	5. Scope of Work	5.19. Capability of the Software:	Digital e platform	Request bank to provide more clarity on the mentioned point	List will be provided to the successful bidder.
25	37	5. Scope of Work	5. Signing of Contract	b) Within seven (7) days of the issuance of Purchase Order and acceptance thereof, successful bidder has to submit Contract Form to the Bank duly dated and signed by the authorized signatory	Request bank to consider, " b) Within seven (30) days of the issuance of Purchase Order and acceptance thereof, successful bidder has to submit Contract Form to the Bank duly dated and signed by the authorized signatory."	No Change
26	43	TCC	4.6 Performance Security	4.6.1 Within the period of 21 days from Date of receipt of notification of Contract award, the bidder/SI shall furnish to the Bank, the Performance Security for an amount of 10% of Total Contract Cost valid for minimum period of Contract plus three months	Request bank to consider, " 4.6.1 Within the period of 45 days from Date of receipt of notification of Contract award, the bidder/SI shall furnish to the Bank, the Performance Security for an amount of 10% of Total Contract Cost valid for minimum period of Contract plus three months."	No change

Pre-Bid Queries : REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT AND IMPLEMENTATION OF TRADE FINANCE SOLUTION BOI/HO/IT/TF/20-21/RE1 Dated 01/03/2021 Pre-Bid Queries- Meeting held on 09.03.2021						
Sr no.	Page no.	Clause Name	Clause No. in the RFP	RFP Text	Query	Our Comments
27	54	TCC	4.28 Termination	B. Termination for Insolvency: Bank the Purchaser may at any time terminate the Contract / Agreement by giving written notice of 07 days to the Contractor indicating its intention to terminate the Contract/Agreement, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Bank, the Purchaser.	Request bank to consider. * Bank the Purchaser may at any time terminate the Contract / Agreement by giving written notice of 30 days to the Contractor indicating its intention to terminate the Contract/Agreement, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Bank, the Purchaser.	No Change
28	92	Annexure-M	Format for Commercial Bid	8. Customization for all existing and on going integration requirements with Fintech solutions and Bank's e-PORTAL components existing and being procured by the Bank .	Request bank to provide more clarity on the mentioned point	This will be discussed with the successful bidder
29	117	Annexure-Z	Bidders Capability/Marking Methodology	Note : Bidder has to score at least 85% compliance in Technical and Functional specification compliance(,e. point no 7) and 85% marks in eligibility compliance as mentioned in this annexure(point no 1-6).Even if the vendor meet 85% eligibility criteria for point no 1-6 but does not meet the 85% Technical compliance criteria and vice versa , the vendor would have deemed not meeting the RFP technical criteria. Bank may relax the same at its own discretion based on the RFP response	Request bank to consider. * Note : Bidder has to score at least 85% compliance in Technical and Functional specification compliance(,e. point no 7) and 70% marks in eligibility compliance as mentioned in this annexure(point no 1-6).Even if the vendor meet 70% eligibility criteria for point no 1-6 but does not meet the 70% Technical compliance criteria and vice versa , the vendor would have deemed not meeting the RFP technical criteria. Bank may relax the same at its own discretion based on the RFP response	No change
30	75	Pre Eligibility Criteria	4	The bidder/ OEM should have a valid ISO 9001 and ISO 27001 or CMMI level 5 certificate	Request the Bank to confirm if either ISO 9001 and 27001 or CMMI Level 5 certificate can be submitted	Either ISO 9001 and 27001 or CMMI Level 5 certificate
31	49	Payment Terms	4.20.2	a) 40% of the software license cost (Item 1 and 2 in Annexure M) upon delivery, configuration and installation of the software b) Balance 50% of the software license cost upon successful implementation c) Balance 10% of the software license cost will be released after expiry of the 1 year warranty period or submission of the Performance Bank Guarantee for equivalent amount d) Implementation cost for each module will be paid as under : i. 40% upon completion of the successful UAT and its acceptance. ii. 30% upon Go live iii. Remaining 30% upon 3 months of successful live running module	Please consider the following payment terms:  License Fee - 50% Along with Purchase Order Balance 50% Due On Delivery ,configuration and successful installation of software solution.  Implementation Fee: 1. 40% upon delivery configuration of software. 2. 35% on completion of UAT. 3. 25% on Go Live.	No change
32			4.20.3	ATS/AMC		
33				a) Software ATS: Quarterly in arrears	a) Software ATS: Quarterly in advance	No change in the payment terms
34				b) Facility Management – Quarterly in arrears	b) Facility Management – Quarterly in advance	No change in the payment terms
35				d) Customization Charges: Upon successful testing and implementation of customization in production at DC and DR and its acceptance by the Bank.	d) Customization Charges: 50% on issuance of PO and 50% on UAT	Bidders to finalise the approach of customisation. Bidders to give yearwise customisation man days for all five years along with rate of man-days. The utilisation of Man-days will be as per the project requirement and irrespective of the number of days quoted for any year. The total cost for 5 years is the component that will be reckoned for evaluation and arriving at L1 Vendor. The vendors to note that during the TCO period no additional cost for this component will be entertained and all the desired customisation will have to be carried out within this quote.

Pre-Bid Queries : REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT AND IMPLEMENTATION OF TRADE FINANCE SOLUTION BOI/HO/IT/TF/20-21/RE1 Dated 01/03/2021 Pre-Bid Queries- Meeting held on 09.03.2021						
Sr no.	Page no.	Clause Name	Clause No. in the RFP	RFP Text	Query	Our Comments
36	88	BOM	8	Customization for all existing and on going integration requirements with Fintech solutions and Bank's e-PORTAL components existing and being procured by the Bank	Customization for all existing and on going integration requirements with Fintech solutions and Bank's e-PORTAL components existing and being procured by the Bank will be considered on additional costs at the time of integration.	Bidders to finalise the approach of customisation. Bidders to give yearwise customisation man days for all five years along with rate of man-days. The utilisation of Man-days will be as per the project requirement and irrespective of the number of days quoted for any year. The total cost for 5 years is the component that will be reckoned for evaluation and arriving at L1 Vendor. The vendors to note that during the TCO period no additional cost for this component will be entertained and all the desired customisation will have to be carried out within this quote.
37	30	Bid Prices	8	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.	Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and shall not be subject to variation in any circumstances or on any account, including excluding exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.	No change
38				License	Trade Finance System License should be based on Transaction Volumes - While Bank has stated the Module List and Projected Yearly Volume as part of the RFP (Page 15); Bidder should quote for the stated volumes. Bank will acquire additional license in case there is a breach in transaction volume at anytime. Request Bank to agree & confirm on the above	It should be on user based or annual subscription basis. In case of subscription based licence then bidder to give cost for total TCO period.
39				License	Licensing should not be based on number of users - Transaction Volumes should be the standard for Trade Finance license metric	
40				License & services	License & Services Scope to be restricted to Bank's Domestic Operations ONLY. After successful implementation & system stabilization of Domestic instance, Bank can look at extending the system to other Geos and pay for licence and services then. The above will help Bank to normalise on License procurement & Services commercials as of now. Request Bank to agree & confirm on the above	
41				License	License Price will be Annual Subscription based. Bank has to pay Annual License Subscription Fees in advance. Subscription License (Unlimited Users) means unlimited users of Bank for subscribed period of License for the stated license scope. It includes ATS. TCO will have 5 year subscription fees. Request Bank to agree & confirm on the above.	
42				License	The License term will be 5 years. Before expiration of the term; Bank can get into discussion and mutual agreement with Bidder for increase the term by another 5 years; so that there is no disruption. This can continue till the time Bank wants to use the solution. Request Bank to agree & confirm on the above.	
43				Penalty clause	We request the Bank to relook at the penalty clause for deployment and implementation period	No change
44				Protect timelines	We request the bank to consider the implementation timelines to 18 months	No change
45	30	Bid Security	9	The Bid security is required to protect the Bank against the risk of Bidder's conduct, which would warrant the security's forfeiture.	<del>The Bid security is required to protect the Bank against the risk of Bidder's conduct, which would warrant the security's forfeiture.</del>	No change
46	31	Bid Security	9.3.7	The Bid security may be forfeited: a) if a the bidder withdraws its Bid during the period of Bid validity specified by the bidder on the Bid Form; or b) if a the bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or c) in the case of a successful bidder, if the bidder fails; f) to sign the Contract; OR g) To furnish Performance Security, as mentioned in Clause 4.4 herein.	<del>The Bid security may be forfeited: a) if a the bidder withdraws its Bid during the period of Bid validity specified by the bidder on the Bid Form; or b) if a the bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or c) in the case of a successful bidder, if the bidder fails; f) to sign the Contract; OR g) To furnish Performance Security, as mentioned in Clause 4.4 herein.</del>	No change
47	34	Modification and Withdrawal of Bids	12.5	No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.	No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the bidder on the Bid Form. <del>Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.</del>	No change

**Pre-Bid Queries : REQUEST FOR PROPOSAL (RFP)**

**FOR  
PROCUREMENT AND IMPLEMENTATION**

**OF**

**TRADE FINANCE SOLUTION**

**BOI/HO/IT/TF/20-21/RE1 Dated 01/03/2021**

**Pre-Bid Queries- Meeting held on 09.03.2021**

Sr no.	Page no.	Clause Name	Clause No. in the RFP	RFP Text	Query	Our Comments
48	42	Patent Rights/Intellectual Property rights	4.5	In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Goods or any part thereof in India, the bidder/SI shall act expeditiously to extinguish such claim. If the bidder/SI fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the bidder/SI shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the bidder/SI of such claim, if it is made, without delay. The bidder/SI shall indemnify the Bank against all third party claims.	In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the products or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay. The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof, provided however that Supplier shall not have any liability to Bank under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a product with equipment or software supplied by Bank where the product would not itself be infringing; (2) compliance with designs, specifications, materials, inputs, or instructions provided by Bank; (3) use of a product in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a product by anyone other than Supplier where the unmodified version of the product would not have been infringing. Supplier will completely satisfy its obligations hereunder if, after receiving notice of a claim, Supplier obtains for Bank the right to continue using such product as provided without infringement, or replace or modify such product so that they become non-infringing.	No change
49	43	Performance Security	4.6.2	The proceeds of the Performance Security shall be payable to the Bank as compensation for any loss resulting from the SI's failure to complete its obligations under the Contract.	<del>The proceeds of the Performance Security shall be payable to the Bank as compensation for any loss resulting from the SI's failure to complete its obligations under the Contract</del>	No change
50	43	Performance Security/ Performance Bank Guarantee	4.6.4	The Performance Security will be discharged by the Bank and returned to the bidder/SI not later than the period of 90 days, following the date of completion of the SI's performance obligations under the Contract.	The Performance Security will be discharged by the Bank and returned to the bidder/SI not later than the period of 90 30 days, following the date of completion of the SI's performance obligations under the Contract.	No change
51	59	Taxes and Duties	4.35	4.35 Taxes and Duties 4.35.1 The bidder/SI will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning. 4.35.2 Income / Corporate Taxes in India The bidder/SI shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the bidder/SI shall include all such taxes in the contract price. 4.35.3 Tax deduction at Source Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the bidder/SI. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the bidder/SI from his responsibility to pay any tax that may be levied in India on income and profits made by the bidder/SI in respect of this contract. 4.35.4 The SI's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the bidder/SI shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.	4.35 Taxes and Duties 4.35.1 The bidder/SI will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning. 4.35.2 Income / Corporate Taxes in India The bidder/SI shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Supplier shall include all such taxes in the contract price. 4.35.3 Tax deduction at Source Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the bidder/SI. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the bidder/SI in respect of this contract. 4.35.4 The SI's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the bidder/SI shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.  In addition to the above points any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Customer.	No change
52	59	SI's obligations	4.37		Add: The SI's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent the Supplier's performance is affected, delayed or hindered due to Bank's omissions or actions whatsoever.	No change
53	50	Prices & Taxes	4.21	Prices payable to the Bidder/SI as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.	Prices payable to the Bidder/SI as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, <del>including</del> excluding exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.	No change

Pre-Bid Queries : REQUEST FOR PROPOSAL (RFP)						
FOR PROCUREMENT AND IMPLEMENTATION OF TRADE FINANCE SOLUTION BOI/HO/IT/TF/20-21/RE1 Dated 01/03/2021 Pre-Bid Queries- Meeting held on 09.03.2021						
Sr no.	Page no.	Clause Name	Clause No. in the RFP	RFP Text	Query	Our Comments
54	111	PRE-CONTRACT INTEGRITY PACT	7	7. Fail Clause 7.1 The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	7-Fail Clause <del>7.1 The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.</del>	No change
55				UNCONDITIONAL ACCEPTANCE OF THE TERMS & CONDITIONS OF THE RFP	Request Bank to mutually agree on this	No change
56		Deemed Acceptance		Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that shall have 15 days time to correct in case of any rejection by Customer.	Not acceptable
57		Non Hire Clause		Clause not present in RFP	Customer acknowledges that personnel to be provided by represent a significant investment in recruitment and training, the loss of which would be detrimental to 's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any employee, or induce any such individual to leave the employ of . For purposes of this clause, a employee means any employee or person who has who has been involved in providing services under this Agreement.	Not acceptable
58		Variance in Minimum Wages		Clause not present in RFP	Supplier undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the Customer wants the Supplier to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, Customer will support Supplier with change request for additional cost incurred by Supplier for complying to new minimum wages. Supplier will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.	Not acceptable
59		SNR		Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer	No change
60		SLA definition and measurement		Bank reserve the right to cancel the order at any time if the product is not delivered as per scheduled delivery date and claim 10% cost of the order value as penalty.	Bank reserve the right to cancel the order at any time if the product is not delivered as per scheduled delivery date and claim <del>40%</del> 3% cost of the order value as penalty.	No change
61		Contract Period		Contract period is 5 years. Warranty period of 1 year shall commence from the date of successful implementation of the proposed solution by the successful vendor & its acceptance by the Bank. Although the period of contract period is 5 years Bank reserves the right to extend the same at the same rate for another 6 months or selection of vendor whichever is earlier. Bank also reserves the right to renew the ATS and FMS every year after the expiry of 5 years as per the rate agreed upon by Bidder and Bank	Contract period is 5 years. Warranty period of 1 year shall commence from the date of successful implementation of the proposed solution by the successful vendor & its acceptance by the Bank. Although the period of contract period is 5 years Bank reserves the right to extend the same at the <del>same</del> Mutually agreed rate for another 6 months or selection of vendor whichever is earlier. Bank also reserves the right to renew the ATS and FMS every year after the expiry of 5 years as per the rate agreed upon by Bidder and Bank Mutually	No change

Pre-Bid Queries : REQUEST FOR PROPOSAL (RFP)

FOR  
PROCUREMENT AND IMPLEMENTATION

OF  
TRADE FINANCE SOLUTION

BOI/HO/IT/TF/20-21/RE1 Dated 01/03/2021

Pre-Bid Queries- Meeting held on 09.03.2021

Sr no.	Page no.	Clause Name	Clause No. in the RFP	RFP Text	Query	Our Comments
62				<p>For Software, Implementation &amp; Customization</p> <p>a) 40% of the software license cost (Item 1 and 2 in Annexure M) upon delivery, configuration and installation of the software</p> <p>b) Balance 50% of the software license cost upon successful implementation</p> <p>c) Balance 10% of the software license cost will be released after expiry of the 1 year warranty period or submission of the Performance Bank Guarantee for equivalent amount</p> <p>d) Implementation cost for each module will be paid as under :</p> <p>i. 40% upon completion of the successful UAT and its acceptance.</p> <p>ii. 30% upon Go live</p> <p>iii. Remaining 30% upon 3 months of successful live running module</p> <p>4.20.3 For ATS/AMC</p> <p>a) Software ATS: Quarterly in arrears</p> <p>b) Facility Management – Quarterly in arrears</p> <p>c) Training Charges will be paid per batch upon successful completion of training.</p> <p>d) Customization Charges: Upon successful testing and implementation of customization in production at DC and DR and its acceptance by the Bank.</p>	<p>For Software, Implementation &amp; Customization</p> <p>a)-40% 60%of the software license cost (Item 1 and 2 in Annexure M) upon delivery, configuration and installation of the software</p> <p>b) Balance 60% 30% of the software license cost upon successful implementation</p> <p>c) Balance 10% of the software license cost will be released after expiry of the 1 year warranty period or submission of the Performance Bank Guarantee for equivalent amount</p> <p>d) Implementation cost for each module will be paid as under :</p> <p>i. 40% 60% upon completion of the successful UAT and its acceptance.</p> <p>ii. 30% upon Go live</p> <p>iii. Remaining 30% 10% upon 3 months of successful live running module</p> <p>4.20.3 For ATS/AMC</p> <p>a) Software ATS: Quarterly in <del>arrears</del> Advance</p> <p>b) Facility Management – Quarterly in <del>arrears</del> Advance</p> <p>c) Training Charges will be paid per batch upon successful completion of training.</p> <p>d) Customization Charges: Upon successful testing and implementation of customization in production at DC and DR and its acceptance by the Bank.</p>	No change
63				Prices payable to the bidder/SI as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc	Prices payable to the bidder/SI as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Bank.	No change
64				If any such change causes an increase or decrease in the cost of, or the time required for the SI's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. <b>Any claims by the bidder/SI for adjustment under this clause should be asserted within thirty (30) days from the date of SI's receipt of Bank's change order</b>	If any such change causes an increase or decrease in the cost of, or the time required for the SI's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. <b>Any claims by the bidder/SI for adjustment under this clause should be asserted within thirty (30) days from the date of SI's receipt of Bank's change order</b> <b>Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.</b>	No change
65		Liquidated Damages		If the Vendor fails to deliver any or all of the Products or any customization or perform the Services within the time period(s) specified in the Contract or subsequently in change request, the Bank shall, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1 percent per week or part thereof Purchase Order value subject to maximum deduction of 10% of the Purchase Order Value. Once the maximum deduction is reached, the Bank may consider termination of the Contract. The Bank is entitled to withhold (deduct) from the purchase price or any other amount which is due to supplier from this contract or any other contract.	If the Vendor fails to deliver any or all of the Products or any customization or perform the Services within the time period(s) specified in the Contract or subsequently in change request, the Bank shall, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1 percent per week or part thereof Purchase Order value subject to maximum deduction of 40% of the <del>Purchase Order Value</del> . Once the maximum deduction is reached, the Bank may consider termination of the Contract. If any that can be imposed on Contractor under this proposal contract shall not exceed 3% of the Annualized Contract Value and penalty for a given month should not be more than 3% of monthly invoice value. The Bank is entitled to withhold (deduct) from the purchase price or any other amount which is due to supplier from this contract or any other contract.	No change
66		Consequences of Termination		Nothing herein shall restrict the right of Bank the Purchaser to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of and pursue such other rights and/or remedies that may be available to Bank the Purchaser under law or otherwise In the event of termination of this Agreement for any reason whatsoever, Bank shall have the right to publicize such termination to caution the customers/public from dealing with the Contractor.	<del>Nothing herein shall restrict the right of Bank the Purchaser to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of and pursue such other rights and/or remedies that may be available to Bank the Purchaser under law or otherwise</del> <del>In the event of termination of this Agreement for any reason whatsoever, Bank shall have the right to publicize such termination to caution the customers/public from dealing with the Contractor.</del>	No change



**Pre-Bid Queries : REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**PROCUREMENT AND IMPLEMENTATION**  
**OF**  
**TRADE FINANCE SOLUTION**  
**BOI/HO/IT/TF/20-21/RE1 Dated 01/03/2021**  
**Pre-Bid Queries- Meeting held on 09.03.2021**

Sr no.	Page no.	Clause Name	Clause No. in the RFP	RFP Text	Query	Our Comments
67		Suspension of Payment to the Contractor		Bank may, by a written notice of suspension, suspend all payments to the Contractor under the Contract/Agreement, if the Contractor failed to perform any of its Obligations under the Contract/Agreement, (including the carrying out of the service(s)) provided that such notice of suspension: a) Shall specify the nature of the failure; and b) Shall request the Contractor to remedy such failure within a specified period from the date of issue of such notice of suspension	Bank may, by a written notice of suspension, suspend all payments to the Contractor under the Contract/Agreement, if the Contractor failed to perform any of its Obligations under the Contract/Agreement, (including the carrying out of the service(s)) provided that such notice of suspension: a) Shall specify the nature of the failure; and b) Shall request the Contractor to remedy such failure within a specified period from the date of issue of such notice of suspension In the event of suspension, the Contractor shall be paid for the: a) Goods delivered b) Services rendered c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite Contractor's best efforts e) Unrecovered investments shall be paid by customer as per termination schedule till the date of termination."	No change
68		Variation		Bank of India may at any time during the contract require the Bidder to revise the Deliverables, Equipment, Services or Supplies including Completion Date. In an event of such nature, Bank of India will request the Bidder to state in writing the effect such variation will have on the work schedule. The Bidder shall furnish these details, in writing, in two weeks from the receipt of such request.	Bank of India may at any time during the contract require the Bidder to revise the Deliverables, Equipment, Services or Supplies including Completion Date. In an event of such nature, Bank of India will request the Bidder to state in writing the effect such variation will have on the work schedule. The Bidder shall furnish these details, in writing, in two weeks from the receipt of such request. It should be restricted to +/-10% maximum of the quantity quoted as per RFP. 2. Contractor agrees to provide the increased quantity at the same terms and conditions. However additional prices shall be charged for the goods supplied over the contracted quantity	No change
69	20	Penalties: Penalty due to delay in Services	5.8	<b>Item</b> - Delivery and installation of software. <b>Expected Timeline</b> - Within 4 weeks from the date of Purchase Order <b>Penalty</b> - 1% of the software license value of the PO for every week delay <b>Max Penalty</b> - 10% the PO Value <b>Threshold of Delay</b> - Ten weeks from the date of Purchase Order <b>Item</b> - Implementation of first module. <b>Expected Timeline</b> - Within 8 weeks from the date of Purchase Order <b>Penalty</b> - 1% of implementation value of the module <b>Max Penalty</b> - 10% of implementation value for that module <b>Threshold of Delay</b> - 90 days after installation 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. Bank, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances.	<b>Item</b> - Delivery and installation of software. <b>Expected Timeline</b> - Within 4 weeks from the date of Purchase Order <b>Penalty</b> - 1% of the software license value of the PO for every week delay <b>Max Penalty</b> - 10% the PO Value <b>Threshold of Delay</b> - Ten weeks from the date of Purchase Order <b>Item</b> - Implementation of first module. <b>Expected Timeline</b> - Within 8 weeks from the date of Purchase Order <b>Penalty</b> - 1% of implementation value of the module <b>Max Penalty</b> - 10% of implementation value for that module <b>Threshold of Delay</b> - 90 days after installation 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. Bank, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances. The maximum overall penalty if any that can be imposed on Contractor under this proposal contract shall not exceed 3% of the Annualized Contract Value and penalty for a given month should not be more than 3% of monthly invoice value.	No change
70	20	b) Penalty due to Absence of Onsite Engineer During the Implementation period	5.8	In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absence of or absolute absence (when no replacement is provided), penalty would be deducted @1% of the Implementation Cost, for each day, up to a maximum of 10%.	In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absence of or absolute absence (when no replacement is provided), <del>penalty would be deducted @1% of the Implementation Cost for each day, up to a maximum of 10%.</del> The maximum overall penalty if any that can be imposed on Contractor under this proposal contract shall not exceed 3% of the Annualized Contract Value and penalty for a given month should not be more than 3% of monthly invoice value.	No change
71	20	If Bank avails Onsite Technical support	5.8	In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @1% of the ATS Cost, for each day, up to a maximum of 20%.	In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), <del>penalty would be deducted @4% of the ATS Cost for each day, up to a maximum of 20%.</del> The maximum overall penalty if any that can be imposed on Contractor under this proposal contract shall not exceed 3% of the Annualized Contract Value and penalty for a given month should not be more than 3% of monthly invoice value.	No change

Pre-Bid Queries : REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT AND IMPLEMENTATION OF TRADE FINANCE SOLUTION BOI/HO/IT/TF/20-21/RE1 Dated 01/03/2021 Pre-Bid Queries- Meeting held on 09.03.2021						
Sr no.	Page no.	Clause Name	Clause No. in the RFP	RFP Text	Query	Our Comments
72	20	For Facility Management Services	5.8	n absence of the required number of manpower as per the Purchase order, Rs.300/- will be deducted for the absence of per engineer per day. Maximum penalty in this case will be 10% of the FMS cost.	n absence of the required number of manpower as per the Purchase order, Rs.300/- will be deducted for the absence of per engineer per day. <del>Maximum penalty in this case will be 10% of the FMS cost.</del> The maximum overall penalty if any that can be imposed on Contractor under this proposal contract shall not exceed 3% of the Annualized Contract Value and penalty for a given month should not be more than 3% of monthly invoice value.	No change
73	24	Maintenance & Support	5.16	Maintenance & Support ATS/AMC would include addressing VAPT issues. Penalty will be applicable as under in case VAPT issues are not addressed as per the below timeline <b>Type of issue - Critical/High</b> <b>Resolution timeline - 3Days</b> <b>Penalty - Rs 200 per day after 3 days</b> <b>Type of issue - Medium</b> <b>Resolution timeline - 5 Days</b> <b>Penalty - Rs 200 per day after 5 days</b> <b>Type of issue - Others</b> <b>Resolution timeline - 7 Days</b> <b>Penalty - Rs 200 per day after 7 days</b>	Maintenance & Support ATS/AMC would include addressing VAPT issues. Penalty will be applicable as under in case VAPT issues are not addressed as per the below timeline <b>Type of issue - Critical/High</b> <b>Resolution timeline - 3Days</b> <b>Penalty - Rs 200 per day after 3 days</b> <b>Type of issue - Medium</b> <b>Resolution timeline - 5 Days</b> <b>Penalty - Rs 200 per day after 5 days</b> <b>Type of issue - Others</b> <b>Resolution timeline - 7 Days</b> <b>Penalty - Rs 200 per day after 7 days</b> The maximum overall penalty if any that can be imposed on Contractor under this proposal contract shall not exceed 3% of the Annualized Contract Value and penalty for a given month should not be more than 3% of monthly invoice value.	No change
74	28	Order Cancellation	5.22	The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions (in addition to the Termination Clause 4.28 of Terms and Conditions of Contract): 1. Delay in delivery beyond the specified period mentioned above for delivery. 2. Delay in installation, customization and implementation beyond the specified period mentioned above. 3. Serious discrepancy noticed during the reference checks. 4. Repetitive software/hardware failures/poor service after the delivery and/or live-run but before the warranty period expiration. Delay in extraction and conversion of legacy data, and uploading of converted data to proposed solution beyond the stipulated period mentioned above. 6. Major breach of trust is noticed at any stage of the project. 7. Any other appropriate reason in view of the Bank. In addition to the cancellation of purchase order, the Bank reserves the right to foreclose the Bank Guarantee given by the vendor against the payment made to appropriate the damages.	The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions (in addition to the Termination Clause 4.28 of Terms and Conditions of Contract): 1. Delay in delivery beyond the specified period mentioned above for delivery. 2. Delay in installation, customization and implementation beyond the specified period mentioned above. 3. Serious discrepancy noticed during the reference checks. 4. Repetitive software/hardware failures/poor service after the delivery and/or live-run but before the warranty period expiration. Delay in extraction and conversion of legacy data, and uploading of converted data to proposed solution beyond the stipulated period mentioned above. 6. Major breach of trust is noticed at any stage of the project. 7. Any other appropriate reason in view of the Bank. In addition to the cancellation of purchase order, <del>the Bank reserves the right to foreclose the Bank Guarantee given by the vendor against the payment made to appropriate the damages.</del>	No change
75	29	Solicitation of Employees	5.23	The Bank will insist on a clause that states the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract till full project implementation, except as the parties may agree on a case-by-case basis.	Clause to be replaced with: <b>The Parties agree that for the term of this Contract/ Agreement and for a period of one (1) year thereafter, the parties will not directly or indirectly, recruit, solicit, discuss employment with, hire, employ or engage any personnel of either party then assigned to provide any aspect of the services to either party or its affiliates or who were so assigned within the previous one (1) year period, or induce any such individual to leave the employment of such party.</b>	No change

Pre-Bid Queries : REQUEST FOR PROPOSAL (RFP)						
FOR PROCUREMENT AND IMPLEMENTATION OF TRADE FINANCE SOLUTION BOI/HO/IT/TF/20-21/RE1 Dated 01/03/2021 Pre-Bid Queries- Meeting held on 09.03.2021						
Sr no.	Page no.	Clause Name	Clause No. in the RFP	RFP Text	Query	Our Comments
76	52	Liquidated Damages	4.26	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 <b>0.5 percent per week</b> or part thereof of Contract Price subject to <b>maximum deduction of 10% of the total contract value</b> 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. Once the maximum deduction is reached, the Bank may consider termination of the Contract at its discretion	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 <b>0.5-0.25%-percent per week</b> or part thereof of Contract Price subject to <b>maximum deduction of 10% 5% of the total contract value</b> 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. Once the maximum deduction is reached, the Bank may consider termination of the Contract at its discretion Notwithstanding anything else to the contrary , the overall penalties including liquidated damages shall be capped to 5% of the overall contract value and the capping for each month shall be 5% of the monthly invoice.	No change
77	52	Force Majeure	Force Majeure	Notwithstanding the provisions of TCC, the bidder/SI shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder/SI and not involving the SI's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 4.27.3 If a Force Majeure situation arises, the bidder/SI shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the bidder/SI shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	Addition to 4.27.3: <b>Upon receipt of such notice, all affected obligations of Bidder/SI under this Agreement shall be immediately suspended for the period of such Force Majeure Event, however, the Bank shall not be excused in any event from meeting its payment obligations timely.</b>	No change
78	53	Termination	4.28	Bank / the Purchaser, reserves the right to terminate the Contract/ Agreement and recover expenditure incurred by the bank by giving the Contractor a prior and <b>written notice of 90 days</b> indicating its intention to terminate the Contract / Agreement under the following amongst other circumstances: Where it comes to Bank's the Purchaser's attention that the Contractor/ (or the Contractor's team) is in a position of actual conflict of interest with the interests of Bank / the Purchaser, in relation to any of terms of the Contractor's Bid or the Contract / Agreement. b) Where the Contractor's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Contractor, any failure by the Contractor to pay any of its dues to its creditors, the institution of any winding up proceedings against the Contractor or the happening of any such events that are adverse to the commercial viability of the Contractor. (i) In the event of the happening of any events of the above nature, Bank / the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) to the next successor Contractor, and to ensure business continuity. (ii) The selected Bidder commits a breach of any of the terms and conditions of the tender/contract. (iii) The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory (iv) <b>If the delivery is delayed by more than two weeks from the due date of delivery / if deductions on account of Liquidated Damages exceeds more than 10% of thePurchase Order Value.</b> (v) If the selected bidder fails to complete the due performance of the contract in accordance with the agreed terms and condition. (vi) An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender. (vii) Bidder failing to execute the contract document. In case of termination, <b>cure period not exceeding 30 days</b> will be provided to Vendor, upon the sole discretion of the bank	Bank / the Purchaser, reserves the right to terminate the Contract/ Agreement and recover expenditure incurred by the bank by giving the Contractor a prior and <b>written notice of 90 days</b> indicating its intention to terminate the Contract / Agreement under the following amongst other circumstances: Where it comes to Bank's the Purchaser's attention that the Contractor/ (or the Contractor's team) is in a position of actual conflict of interest with the interests of Bank / the Purchaser, in relation to any of terms of the Contractor's Bid or the Contract / Agreement. b) Where the Contractor's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Contractor, any failure by the Contractor to pay any of its dues to its creditors, the institution of any winding up proceedings against the Contractor or the happening of any such events that are adverse to the commercial viability of the Contractor. (i) In the event of the happening of any events of the above nature, Bank / the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) to the next successor Contractor, and to ensure business continuity. (ii) The selected Bidder commits a breach of any of the terms and conditions of the tender/contract. (iii) The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory (iv) <b>If the delivery is delayed by more than two weeks from the due date of delivery / if deductions on account of Liquidated Damages exceeds more than 10% of thePurchase Order Value.</b> (v) If the selected bidder fails to complete the due performance of the contract in accordance with the agreed terms and condition. (vi) An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender. (vii) Bidder failing to execute the contract document. In case of termination, <b>cure period not exceeding 30 days</b> will be provided to Vendor, upon the sole discretion of the bank	No change
79	54	Termination for Insolvency:		Bank the Purchaser may at any time terminate the Contract / Agreement by giving written notice of <b>07 days</b> to the Contractor indicating its intention to terminate the Contract/Agreement, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Bank, the Purchaser.	Bank the Purchaser may at any time terminate the Contract / Agreement by giving written notice of <b>07-30 days</b> to the Contractor indicating its intention to terminate the Contract/Agreement, <del>without compensation to the Contractor</del> , if the Contractor becomes <b>declared</b> bankrupt or otherwise insolvent <b>by a competent court of law</b> , provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Bank, the Purchaser and <b>provided the Bank/Purchaser makes payment of all fees as specified in the SOW and expenses up to the effective date of the termination, including for work in progress and for the notice period.</b>	No change

Pre-Bid Queries : REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT AND IMPLEMENTATION OF TRADE FINANCE SOLUTION BOI/HO/IT/TF/20-21/RE1 Dated 01/03/2021 Pre-Bid Queries- Meeting held on 09.03.2021						
Sr no.	Page no.	Clause Name	Clause No. in the RFP	RFP Text	Query	Our Comments
80	54	Termination for Default		Bank ,without prejudice to any other right or remedy for breach of Contract, by a written notice of 90 days to the Contractor/ Contractor indicating its intention to terminate the Contract/Agreement and also specify the nature and type of default, may terminate the Contract/Agreement in whole or in part. In the event of termination <b>Bank shall pay Contractor undisputed fees/amount for goods delivered and services rendered as per the scope of the RFP, till the date of termination on pro-rata basis.</b>	<b>This clause is recommended to be deleted as the Bank's right of termination for default is already covered in clause (A) hereinabove.</b>	No change
81	54	Termination for other than Default:		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 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. It is also clarified that the Vendor shall not be entitled to terminate the contract. In the event of termination by Bank, the Contractor 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.	<b>Request clause to be deleted. This is arbitrary. If this clause is to be agreed to, then notice period must be at least 90 days AND pre-agreed termination charges, over and above fees and expenses under the SOW, must be paid by the Bank/Purchaser. However, since there is already another clause of termination for convenience below, this clause is unnecessary.</b>	No change
82	55	Termination for Convenience:		In addition to the right of the Bank to terminate the contract for the delayed/unsatisfactory/nonperformance of the Vendor and/or for various reasons 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 <b>one month notice to the Vendor</b> . In the event of termination by Bank, the Contractor shall be paid the undisputed fees/amount for the: a) Goods delivered b) Services rendered as per the scope of the RFP. c) Work in progress acceptable to the Bank. Till the date of termination	In addition to the right of the Bank to terminate the contract for the delayed/unsatisfactory/nonperformance of the Vendor and/or for various reasons detailed in the Service Level Agreement to be executed with the Bank, <b>either Party</b> shall also be entitled to terminate the Contract at any time for its convenience by giving <b>90 days one-month</b> notice to the <b>other Party</b> . In the event of termination by Bank, the Contractor shall be paid the undisputed fees/amount for the: a) Goods delivered b) Services rendered as per the scope of the RFP. c) Work in progress acceptable to the Bank and <b>any agreed termination charges.</b> Till the date of termination <b>d) Fees for the notice period, whether or not the Bank/Purchaser requires the Contractor's service during the notice period</b>	No change
83	55	Consequences of Termination		In the event that the termination of the Contract/Agreement is due to the expiry of the term of the Contract/Agreement, a decision not to grant any (further) extension by Bank the Purchaser, the Contractor herein shall be obliged to provide all such assistance to the next successor Contractor or any other person as may be required and as Bank the Purchaser may specify including training, where the successor(s) is a representative / personnel of Bank (the Purchaser to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.	In the event that the termination of the Contract/Agreement is due to the expiry of the term of the Contract/Agreement, a decision not to grant any (further) extension by Bank the Purchaser, the Contractor herein shall be obliged to provide all such assistance to the next successor Contractor or any other person, <b>for a period not exceeding 6 months</b> , as may be required and as Bank the Purchaser may specify including training, where the successor(s) is a representative / personnel of Bank (the Purchaser to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.	No change
84	55	Consequences of Termination		Where the termination of the Contract/Agreement is prior to its stipulated term on account of a default on the part of the Contractor or due to the fact that the survival of the Contractor as an independent corporate entity is threatened/has ceased, <b>Bank the Purchaser shall pay the Contractor for that part of the Service(s) which have been authorized by Bank the Purchaser and satisfactorily performed by the Contractor up to the date of termination</b> , without prejudice to any other rights, Bank the Purchaser may retain such amounts from the payment due and payable by Bank the Purchaser to the Contractor as may be required to offset any losses caused to Bank the Purchaser as a result of any act/omissions of the Contractor. In case of any loss or damage due to default on the part of the Contractor in performing any of its obligations with regard to executing the Service(s) under the Contract/Agreement, the Contractor shall compensate Bank the Purchaser for any such loss, damages or other costs incurred by Bank the Purchaser. Additionally, the sub-Contractor / other members of its team shall continue to perform all its obligations and responsibilities under the Contract/Agreement in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by Bank the Purchaser and as may be proper and necessary to execute the service(s) under the Contract/Agreement in terms of the Contractor's Bid and the Contract/Agreement.	Where the termination of the Contract/Agreement is prior to its stipulated term on account of a default on the part of the Contractor or due to the fact that the survival of the Contractor as an independent corporate entity is threatened/has ceased, <b>Bank the Purchaser shall pay the Contractor for that part of the Service(s) which have been authorized by Bank the Purchaser and satisfactorily performed by the Contractor up to the date of termination including fees for any work in progress, plus fees for the applicable notice period irrespective of whether the Bank/Purchaser requires the Contractor's services during such period</b> , without prejudice to any other rights, Bank the Purchaser may retain such amounts from the payment due and payable by Bank the Purchaser to the Contractor as may be required to offset any losses caused to Bank the Purchaser by the Contractor caused to Bank the Purchaser as a result of any act/omissions of the Contractor. In case of any loss or damage due to default on the part of the Contractor in performing any of its obligations with regard to executing the Service(s) under the Contract/Agreement, the Contractor shall compensate Bank the Purchaser for any such loss, damages or other costs incurred by Bank the Purchaser. <b>(Note: already covered in indemnity) Additionally, the sub-Contractor / other members of its team shall continue to perform all its obligations and responsibilities under the Contract/Agreement in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by Bank the Purchaser and as may be proper and necessary to execute the service(s) under the Contract/Agreement in terms of the Contractor's Bid and the Contract/Agreement.</b>	No change
85	55	Consequences of Termination		Nothing herein shall restrict the right of Bank the Purchaser to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of and pursue such other rights and/or remedies that may be available to Bank the Purchaser under law or otherwise	<del>Nothing herein shall restrict the right of Bank the Purchaser to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of and pursue such other rights and/or remedies that may be available to Bank the Purchaser under law or otherwise</del>	No change

Pre-Bid Queries : REQUEST FOR PROPOSAL (RFP)  
 FOR  
 PROCUREMENT AND IMPLEMENTATION  
 OF  
 TRADE FINANCE SOLUTION  
 BOI/HO/IT/TF/20-21/RE1 Dated 01/03/2021  
 Pre-Bid Queries- Meeting held on 09.03.2021

Sr no.	Page no.	Clause Name	Clause No. in the RFP	RFP Text	Query	Our Comments
86	56	Consequences of Termination		In the event of termination of this Agreement for any reason whatsoever, Bank shall have the right to publicize such termination to caution the customers/public from dealing with the Contractor.	<del>In the event of termination of this Agreement for any reason whatsoever, Bank shall have the right to publicize such termination to caution the customers/public from dealing with the Contractor.</del>	No change
87	62	Suspension of Payment to the Contractor		Bank may, by a written notice of suspension, suspend all payments to the Contractor under the Contract/Agreement, if the Contractor failed to perform any of its Obligations under the Contract/Agreement, (including the carrying out of the service(s)) provided that such notice of suspension: a) Shall specify the nature of the failure; and b) Shall request the Contractor to remedy such failure within a specified period from the date of issue of such notice of suspension. Such payment shall be released only up on remedying the defect/default within the time prescribed by the Bank.	Bank may, by a written notice of suspension, suspend all payments to the Contractor under the Contract/Agreement, if the Contractor failed to perform any of its Obligations under the Contract/Agreement, (including the carrying out of the service(s)) provided that such notice of suspension: a) Shall specify the nature of the failure; and b) Shall request the Contractor to remedy such failure within a specified period from the date of issue of such notice of suspension <b>and payment shall be suspended only on the Contractor failing to remedy within the cure period so provided.</b> Such payment shall be released <b>only</b> up on remedying the defect/default within the time prescribed by the Bank. In the event of suspension, the Contractor shall be paid for the: a) Goods delivered b) Services rendered c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite Contractor's best efforts e) Unrecovered investments shall be paid by customer as per termination schedule till the date of termination."	No change
88	64	Limitation of Liability		For breach of any obligation mentioned in this agreement, subject to clause mentioned hereunder, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total Project Cost. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/ Bank's related information to the extent of loss so caused The limitations set forth herein shall not apply with respect to: i. Claims that are the subject of indemnification pursuant to IPR infringement, ii. damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider, (iii) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider, iii. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, when a dispute is settled by the Court of Law in India, v. loss occasioned by non-compliance of Statutory or Regulatory Guidelines	For breach of any obligation mentioned in this agreement, subject to clause mentioned hereunder, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the <del>total</del> <b>average annual charges paid/payable by the Bank/Purchaser to the Contractor</b> Project-Cost. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/ Bank's related information to the extent of loss so caused <del>The limitations set forth herein shall not apply with respect to:</del> <del>i. Claims that are the subject of third party indemnification pursuant to IPR infringement, ii. damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,</del> <del>iii. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, when a dispute is settled by the Court of Law in India,</del> <del>iv. loss occasioned by non-compliance of Statutory or Regulatory Guidelines</del> <b>Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</b>  <b>It is reiterated that notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Bidder for all claims under or in relation to this Agreement, shall, regardless of the form of claim(s), be limited to the average annual charges paid/payable by the Bank/Purchaser to the Contractor. Both parties will in all circumstances use their best endeavours to mitigate any losses which are said to arise by reason of the breach, negligence or other default on the part of the other party. Bidder shall not be liable for any failure or delay by it to perform its obligations under this Contract/ Agreement (including, but not limited to, any failure to achieve a Service Level) and the time by which such obligation shall be performed shall be automatically extended if that breach is caused or contributed to by the Bank.</b>	No Change

Pre-Bid Queries : REQUEST FOR PROPOSAL (RFP)  
 FOR  
 PROCUREMENT AND IMPLEMENTATION  
 OF  
 TRADE FINANCE SOLUTION  
 BOI/HO/IT/TF/20-21/RE1 Dated 01/03/2021  
 Pre-Bid Queries- Meeting held on 09.03.2021

Sr no.	Page no.	Clause Name	Clause No. in the RFP	RFP Text	Query	Our Comments
89		Indemnity			<p>Subject to Clause 4.50, each Party (the "Indemnitor" as applicable) shall indemnify, defend, and hold harmless the other Party (the "Indemnitee" as applicable) and its officers and directors, employees, agents, and representatives from and against any damages, costs, attorneys' fees, penalties, fines, liabilities, or expenses that arise from third Party actions or claims against the Indemnitee (collectively, "Losses"), to the extent the Indemnitor has proximately caused:</p> <p>(a) death or personal/physical injury to persons;</p> <p>(b) infringement of a third Party's Copyrights, Trade Secrets, or Trademark rights, where such infringement occurs in either the country where the Services were provided or received, provided however that Contractor shall not have any liability to Bank/the Purchaser under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by Bank/the Purchaser where the Deliverable would not itself be infringing; (2) compliance with designs, specifications, materials, inputs, or instructions provided by Bank/the Purchaser; (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a Deliverable by anyone other than Contractor where the unmodified version of the Deliverable would not have been infringing. Contractor will completely satisfy its obligations hereunder if, after receiving notice of a claim, Contractor obtains for Bank/the Purchaser the right to continue using such Deliverables as provided without infringement, or replace or modify such Deliverables so that they become non-infringing.</p> <p>(c) Fraud or willful misconduct of Service Provider.</p> <p>(d) Breach of Confidentiality Obligations by the Service Provider.</p> <p>(e) Non-compliance of Statutory or Regulatory Guidelines.</p>	No change