

Bank's Responses to Pre bid queries of RFP Ref: KaGB/Project Office/RFP/04/2024-25 dated 07.02.2025
for "Selection Of Service Provider For Providing CBS & Allied Application Services" dated 25.03.2025

Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
1	A. RFP main document	7	Section A - Bid Schedule	Supply, Install, implement and management of Finacle's Product Service Pack (PSP)'s testing tool including its related hardware.	Supply of PSP will be through OEM. Other activities will be performed by tool (maintenance of PSP in multiple environment along with the testing). This tool would be used only for maintenance of Finacle PSP and Testing the same. The code consolidation will be done manually by the team.	Bidder has to comply RFP terms.
2	A. RFP main document	7	Section A, Sl. number 2	Supply, Install, implement and management of Finacle's Product Service Pack (PSP)'s testing tool including its related hardware	Does this mean Automated Functional testing? Should the Load testing also included?	Bidder has to comply RFP terms.
3	RFP Document - KaGB/Project Office/RFP/04/2024-25	8	Bid Schedule - Point No 10	Last Date and Time for Submission of Bids	Dear Sir, We request Bank to consider that practically it will not be possible to submit the bid with all required documentation in such a short span of time. Since this bidders will work on the RFP post the Prebid Clarifications are received. We request the Bank to kindly keep the Bid submission date atleast as 14th March 2025 in place of 7th March 2025 which is currently mentioned.	Please refer Amendment No 1

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4	Section B - Introduction	12	1. About the Banks	Discrepancy in number of Bank Branches, Regional offices & End points	<p>1. The number of branches mentioned in paragraph 1 for KaGB is not matching with the same in paragraph</p> <p>2. Also, branch numbers are mismatching with KGB too</p> <p>3. Unable to derive 8700 end points for KaGB and KGB together</p>	<p>Karnataka Gramin Bank (KaGB) with Head Office at Ballari operating in 22 districts of Karnataka with around 1149 branches/offices. Detailed list : 1122 Branches, 19 Regional Offices, 1 ARM (Asset Recovery Management)-Bengaluru, 1 CCPC (Cheque Clearing and Processing Center)-Ballari, 1 DIT/DBS Wing, 1 Project Office at Bengaluru, 1 (STC Staff Training College) at Gulbarga, 1 Currency chest and 1 RLH(Retail Lending Hub) at Bengaluru, 1 Head Office at Ballari.</p> <p>Kerala Gramin Bank (KGB) with Head Office at Malappuram operating in Kerala is having 649 branches/offices. Detailed list: 634 Branches, 12 Regional Offices, 1 Head office, 1 DBS Wing at Kannur, 1 Staff training College. (649 Sol IDs)</p> <p>Both the Banks together are having around 8700 endpoints which includes endpoints of all Branches/offices of both Banks along with DC, Bengaluru and DRC Mumbai.</p>

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5	Section B - Introduction	12	1. KaGB & 2. KGB	KaGB as the coordinating Bank will co-ordinate for smooth implementation of the project and shall liaise with the vendors, on behalf of KaGB and KGB. However, the vendor will be responsible for both the Banks.	Vendor understands all support services are provided from KaGB & KGB Head office located in Bangalore and no branch level support is expected from vendor.	Bidder has to comply RFP terms.
6	Section B - Introduction	12	1. KaGB & 2. KGB	KaGB & KGB number of branches, users and growth rate	Could you please current monthly average ticket volume along with their category for last 6 months?	The indicative number of average tickets is 30 per day per Bank based on the last 6 months data.

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7	Section B - Introduction	12	1. About the Banks	If the Bank undergoes a consolidation, reconstruction, change of ownership etc., then the bidder has to provide all the services as mentioned in this RFP to the acquired/new/additional branches and such an act shall not affect the rights and obligations of the bank and vendor under this RFP.	Bidder understands that the scope is limited to the current RFP and any additional work due to mergers and acquisitions will go through a change management process.	<p>In case of any additional CBS branch licenses required, it will be directly procured by the Bank. However any application support required should be provided by the successful bidder.</p> <p>In case of resource requirements are increasing due to the above additional branches activity other than the normal growth projection mentioned in the RFP page no 14, then it will be discussed mutually between Bank & Bidder and decided accordingly.</p> <p>In case of any technical/functional support required for day to day operation purpose other than the normal growth projection mentioned in the RFP page no 14 which includes like ticketing, functional requirements, EOD (End of the Day), Batch jobs, Cron jobs etc.. will be covered under this proposal.</p> <p>In case of software/hardware infra supplied by the successful Bidder and any additional requirements of software/hardware infra is emerging as a result of the large scale of addition of branches, It will be considered as a separate proposal.</p>

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8	Section B - Introduction	12	1. KaGB & 2. KGB	The successful Bidder shall submit/assist in detailed requirement/proposal for upgradation of hardware, software and technology refresh strategy for DC and DR for smooth functioning of the CBS for a period of next ten years as per the growth anticipated by the Bank or elsewhere mentioned in this RFP.	As per bidders understanding the scope is supply of Hardware & software for Application monitoring tool and PSP testing tool only. Any upgrade or refresh required for CBS or other allied application is outside the scope of this RFP. Please confirm our understanding.	The existing infra setup of CBS & allied applications should be thoroughly verified by the successful bidder in the initial stage itself and thereafter at periodical intervals as mentioned in the RFP. For this, whatever solution/tools/hardware/software/etc..., is/are required has to be deployed by the successful bidder. However all the deliverables proposed under this RFP should be delivered and appropriate RFP terms and conditions should be complied by the bidder. Also, capacity building, performance testing and infra audit should be carried out as per the RFP terms.
9	Section B - Introduction	12	3. About RFP	The bank proposes to select a service provider for a period of 5 years and an optional period of 5 years (if contracted) as per Terms and Conditions & Scope of Work described in this RFP document, in order to avail the below mentioned:	Vendor understands that the bank is asking price 5 years and the price for additional 5 years should be given 6 months prior to the contract end date. Please clarify?	Bidder has to comply RFP terms.
10	A. RFP main document	13	Section B, About Banks	About KAGB	RFP does not cover KVGB amalgamation	Amalgamation is not part of scope of this RFP. However, as per the business growth mentioned in the RFP the bidder has to submit the proposal.

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11	A. RFP main document	14	Section B, KAGB volume data	Business projections of KAGB for 5 years	5 year business projections - Is it inclusive of KVGB. If not what are the business projections including KVGB post amalgamation. This is required to propose or recommend HW sizing if needed.	Amalgamation is not part of scope of this RFP. However, as per the business growth mentioned in the RFP the bidder has to submit the proposal.
12	A. RFP main document	15	Section B - Clause 1 Introduction	If the Bank undergoes a consolidation, reconstruction, change of ownership etc., then the bidder has to provide all the services as mentioned in this RFP to the acquired/new/additional branches and such an act shall not affect the rights and obligations of the bank and vendor under this RFP.	what happens if one bank goes for change of ownership ?whether the total number of resources will be split for KGB and KAGB dedicately? Or it will be planned as combined team to support both banks.	The change of ownership is mutual decision between Karnataka Gramin Bank and Kerala Gramin Bank. In such cases, Banks will inform the successful bidder well in advance and decision will be taken as per both Bank's Board at that time. However, Bank can not commit anything regarding the same during the course of this RFP process. However the bidder has to submit the proposal for the resources as mentioned in the RFP. Bank wise segregation of the resources will be discussed with the successful bidder.
13	A. RFP main document	15	Section B - Clause 1 Introduction	Bidder must suggest for upgrade/replace the existing Hardware/Software/OS network/security devices if the existing devices are unable to handle the capacity/load of the application traffic.	Network & Security devices should be with System Integrator. Please confirm the understanding.	Network & Security devices will be handled by Bank's independent system integrator. Successful bidder is expected to give suggestions for upgradation/replacement of the existing Hardware/Software/OS network/security devices/etc.. for smooth functioning of all the SOW items mentioned in this RFP.

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14	A. RFP main document	15	Section B - Clause 1 Introduction	The Bidder is expected to consider the growth projections mentioned in this section and shall plan accordingly for sizing requirements to support the applications in scope of this RFP. Bidder must suggest for upgrade/replace the existing Hardware/Software/OS network/security devices if the existing devices are unable to handle the capacity/load of the application traffic.	The capacity planning and growth projects to be considered for the applications which are getting implemented newly or the applications which support is mentioned are to be considered. Please provide the current peak utilisation percentage. Is the current sizing done based on the OEM recommendation. Please provide the details for the critical applications.	All the requested details are already provided in the RFP. Further details, if required will be provided to the successful bidder.
15	A.RFP main document	15	1 About the Banks	If the infrastructure and network are not adequate or not supporting the future applications, the same shall be treated as downtime and penalties shall be applicable as per the SLA defined in the RFP.	As per bidder's understanding, Network connectivity and procurement of additional switches are not under the scope of this RFP. Please confirm.	Network & Security devices will be handled by Bank's independent system integrator. Successful bidder is expected to give suggestions for upgradation/replacement of the existing Hardware/Software/OS network/security devices/etc.. for smooth functioning of all the SOW items mentioned in this RFP.
16	A.RFP main document	15	1 About the Banks	If the infrastructure and network are not adequate or not supporting the future applications, the same shall be treated as downtime and penalties shall be applicable as per the SLA defined in the RFP.	As per bidder's understanding, penalty mentioned in the statement is only applicable for infrastructure proposed in the solution.	Bidder has to comply RFP terms.

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17	A.RFP main document	15	1 About the Banks	The successful Bidder shall submit/assist in detailed requirement/proposal for upgradation of hardware, software and technology refresh strategy for DC and DR for smooth functioning of the CBS for a period of next ten years as per the growth anticipated by the Bank or elsewhere mentioned in this RFP.	Any technology refresh project for CBS will be treated as a separate project. The same will be taken up based on a commercial change request. Please confirm our understanding.	<p>After knowledge transition process, Bidder is expected to inform whether the existing infrastructure and network are adequate for supporting the existing and future applications as per mentioned SOW & commercial BOM. Procurement of any infra related to this will be decided by the Banks.</p> <p>The existing infra setup of CBS & allied applications should be thoroughly verified by the successful bidder in the initial stage itself and thereafter at periodical intervals as mentioned in the RFP. For this, whatever solution/tools/hardware/software/ etc., is/are required has to be deployed by the successful bidder.</p> <p>However all the deliverables proposed under this RFP should be delivered and appropriate terms and conditions should be complied by the successful bidder. Also, capacity building, performance testing and infra audit should be carried out as per the RFP terms.</p>

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18	A. RFP main document	15	Section B, first point in this page	If the Bank undergoes a consolidation, reconstruction, change of ownership etc., then the bidder has to provide all the services as mentioned in this RFP to the acquired/new/additional branches and such an act shall not affect the rights and obligations of the bank and vendor under this RFP.	When such thing happens, the volume projection will go for a change and accordingly sizing will have to be revised.	<p>After knowledge transition process, Bidder is expected to inform whether the existing infrastructure and network are adequate for supporting the existing and future applications as per mentioned SOW & commercial BOM. Procurement of any infra related to this will be decided by the Banks.</p> <p>The existing infra setup of CBS & allied applications should be thoroughly verified by the successful bidder in the initial stage itself and thereafter at periodical intervals as mentioned in the RFP. For this, whatever solution/tools/hardware/software/ etc., is/are required has to be deployed by the successful bidder.</p> <p>However all the deliverables proposed under this RFP should be delivered and appropriate terms and conditions should be complied by the successful bidder. Also, capacity building, performance testing and infra audit should be carried out as per the RFP terms.</p>

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19	A. RFP main document	15		If the infrastructure and network are not adequate or not supporting the future applications, the same shall be treated as downtime and penalties shall be applicable as per the SLA defined in the RFP.	We will recommend sizing based on 5 years projections in RFP. Any additional features /App/ will not be assumed at present scenario	<p>The bidder has to comply the RFP terms. However, after knowledge transition process, Bidder is expected to inform whether the existing infrastructure and network are adequate for supporting the existing and future applications as per mentioned SOW & commercial BOM. Procurement of any infra related to this will be decided by the Banks.</p> <p>The existing infra setup of CBS & allied applications should be thoroughly verified by the successful bidder in the initial stage itself and thereafter at periodical intervals as mentioned in the RFP. For this, whatever solution/tools/hardware/software/ etc.. is/are required has to be deployed by the successful bidder.</p> <p>However all the deliverables proposed under this RFP should be delivered and appropriate terms and conditions should be complied by the bidder. Also, capacity building, performance testing and infra audit should be carried out as per the RFP terms.</p>
20		16	3.1.B	Supply, Install, implement and management of Application Monitoring Tool including its related hardware.	What is the purpose of this tool and which applications will they be monitored by this?	Bidder has to comply RFP terms.

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21		16	3.1.C	Supply, Install, implement and management of Finacle's Product Service Pack (PSP)'s testing tool including its related hardware	Finacle Product Deployment comes with APDM which is part of the Finacle Suite itself. Does bank looking other than APDM for the patch deployment? Or any other application deployment tools like Jenkins, Code deploy etc.,	The tool should support to carry out Testing of all the Finacle Product Service Pack along with the customizations done by the Banks and abide by RFP terms and conditions.
22		16	3.1.E	Regular capacity management audit and performance audit	Bank is having any tools for this? Or the bider should suggest a solution?	Currently bank is not having any tools. It is bidder's responsibility to conduct Regular capacity management audit and performance audit and abide by RFP terms and conditions.
23		16	3.1.F	Monitoring & management of Oracle database and Audit Vault and Database Firewall (AVDF) in Data Center & Disaster Recovery Center	Assume bank already has this. Will AVDF project implementation scope and Knowledge Transfer be provided during the transition stage? Please confirm	Bank has already implemented AVDF and minimum level of KT will be provided by the Bank. It is successful bidder's responsibility to Monitor & management of Oracle database and Audit Vault and Database Firewall (AVDF) in Data Center & Disaster Recovery Center.

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24		16	3.1.G	Management of Data viewer application of M/s Virmati Software Ltd (as is condition)	Is this the application already up and running? Kindly provide more details on this as if its MIS reporting software for core data. What are the applications data its taken care by this and what is expected from the incoming vendor? Will the necessary KT will be provided during the transition stage?	Yes, the Data viewer application is already up and running. Yes, It contains reports & MIS data of erstwhile entities which amalgamated to form KaGB & KGB. Bidder's responsibility to Maintain and Manage this history Data viewer application. Yes, Knowledge Transition will be provided.
25	Existing Landscape:	16	5.1. Applications	There are approximately 135 applications and 237 APIs which are being managed by the current System Integrator and/or by the third-party vendor	Bidder's understanding is that License and ATS for these applications and APIs are directly purchased by Bank with respective OEMs/Partners. Please confirm bidder understanding.	Yes, the understanding is correct and Bidder has to comply RFP terms.
26	Section - B Introduction	16	Section - B Introduction - 3. About RFP	Section - B Introduction - 3. About RFP 1. The bank proposes to select a service provider for a period of 5 years and an optional period of 5 years (if contracted) as per Terms and Conditions & Scope of Work described in this RFP document, in order to avail the below mentioned:	Bidder request for below terms : - Bidder will provide fixed price for duration of 5 years based on current scope provided in RFP. At the end of 5 years, any extension would be on mutually agreed price and terms.	Yes, the understanding is correct and Bidder has to comply RFP terms.
27		17	5.3	Network Operations	This responsibility lies with the existing SI only. This is not considered as part of the proposed RFP. Correct our understanding if this statement is wrong.	Yes, the understanding is correct and Bidder has to comply RFP terms.

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28		17	5.4	Infrastructure management for DC, DRC	This responsibility lies with the existing SI only. This is not considered as part of the proposed RFP. Correct our understanding if this statement is wrong.	Yes, the understanding is correct and Bidder has to comply RFP terms.
29	Section B - Introduction	17	5.3 Network Operations	Currently network devices of DC-DR are monitored & managed end to end by the current SI. Monitoring of Network link & network devices across all branch/office locations of both the Banks including Datacenter (DC), Disaster Recovery (DR) are taken care by the existing SD-WAN SI. In case of any hardware/link failure and/or SLA breach, current SI logs the incident with the respective OEM/SP, follow up and close to the satisfaction of the Bank.	Network operations will be out of scope for current RFP?	Yes, the understanding is correct and Bidder has to comply RFP terms.
30	A.RFP main document	17	5.4. Infrastructure management for DC, DRC	Bank has variety of proprietary solutions but not limited to Annexure-2. Existing SI has deployed skilled on-site resources 24 x 7 at DC, DR and various important locations in order to support the Bank operations. Facility management (defined as the tools and services that support the functionality, safety, and sustainability of infrastructure) is under the scope of existing SI. The selected Bidder should co-ordinate with the SI who is managing all the DC-DR Infra and other services/applications and to ensure that the smooth functioning of the CBS.	As per bidder's understanding, bidder is expected to build the proposed infrastructure and handover to the current SI to operate over the contract. Please confirm our understanding.	No, The bidder is responsible only for the scope of work mentioned in the RFP. After knowledge transition process, Bidder is expected to inform whether the existing infrastructure and network are adequate for supporting the existing and future applications as per mentioned SOW & commercial BOM. Procurement of any infra related to this will be decided by the Banks.

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31	A. RFP main document	18	Section B - Clause 8 - Eligibility Criteria	The relevant certificate from Infosys/ EdgeVerve should be submitted.	We can provide the joint service agreement between XXXX and Edgeverve. JSA clearly states that we are the implentation partner for the Finacle services. Please confirm whether this fine.	Please refer Amendment No 1. Yes, JSA can be considered and relevant proof should be submitted along with the Bid for further evaluations. In case of any discrepancy Banks will raise and it's bidder responsibility to clarify/submit.
32	A. RFP main document	18	Section B - Clause 8 - Eligibility Criteria	The Bidder should be Certified Implementation/coding /customization Partner of OEM (Infosys/EdgeVerve) for Finacle implementation, customization and should have provided support for the Finacle 10.x version in any Scheduled bank(s) with minimum 250 branches per bank and at least 1000 branches (altogether).	we have provide the implementation and support services with schedule banks through System Integrator . Can it be considered ? In the SOW , we have stated clearly on the bank details and the applications which are support services are provided . Can we submit the SOW	Bidder should Provide a consortium arrangement proof that Bidder is providing Implementation and support services through System Integrator. Provide client credential that Bidder is responsible for Implementation and support services through system integrator.
33	A. RFP main document	18	Section B - Clause 8 - Eligibility Criteria	The Bidder should be Certified Implementation/coding /customization Partner of OEM (Infosys/EdgeVerve) for Finacle implementation, customization and should have provided support for the Finacle 10.x version in any Scheduled bank(s) with minimum 250 branches per bank and at least 1000 branches (altogether).	if the above statement is considered no, then Please clarify the below we are working with the schedule banks as per RBI total of 1000 branches but the number of branches at each bank may not be 250 branches minimum.	Bidder has to comply RFP terms.
34	A. RFP main document	18	Section B - Clause 8 - Eligibility Criteria	Bidder should be having minimum accreditations of ISO 27001:2013 or ISO 20001:2018	we have latest ISO certification ISO27001:2022 Hope it can be considered	Latest ISO certification can be accepted.

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35	A. RFP main document	18	<p>8. Eligibility Criteria: Si.No. 2/ a) The Bidder should be Certified Implementation/coding /customization Partner of OEM (Infosys/EdgeVerve) for Finacle implementation, customization and should have provided support for the Finacle 10.x version in any Scheduled bank(s) with minimum 250 branches per bank and at least 1000 branches (altogether). Or</p> <p>b) The bidder should have provided/ is providing Finacle CBS application support (10.x version) to scheduled Bank(s) with minimum 250 branches per bank and at least 2000 branches (altogether).</p>	<p>For a)</p> <p>1. The relevant certificate from Infosys/ EdgeVerve should be submitted.</p> <p>2. Authorization letter from their OEM as per Annexure-10 and Annexure-11 of this RFP.</p> <p>3. The Bidder has to provide purchase order copy along with proof of execution/ Credential Letter from Scheduled banks in India with minimum 250 branches per bank. Multiple credentials are acceptable to fulfil at least 1000 branches (all together).</p> <p>For b)</p> <p>1. The Bidder has to provide purchase order copy along with proof of execution/ Credential Letter from Scheduled banks in India with minimum 250 branches per bank. Multiple credentials are acceptable to fulfil at least 2000 branches (all together).</p> <p>2. Authorization letter from their OEM as per Annexure-10 and Annexure-11 of this RFP.</p>	<p>Please considering the relaxation for the eligibility criteria terms as "8. Eligibility Criteria: Si.No. 2/ a) The Bidder / OEM should be Certified Implementation/coding /customization Partner of OEM (Infosys/EdgeVerve) for Finacle implementation, customization and should have provided support for the Finacle 10.x version in any Scheduled bank(s) with minimum 250 branches per bank and at least 1000 branches (altogether). Or</p> <p>b) The bidder / OEM should have provided/ is providing Finacle CBS application support (10.x version) to scheduled Bank(s) with minimum 250 branches per bank and at least 2000 branches (altogether)".</p>	Please refer Amendment No 1

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36	Section B - Introduction	18	Section 08 eligibility criteria	Point no -10 of Section 08 eligibility criteria Bidder should not have as on date Non-Performing Asset (NPA) with any Banks in India/Financial Institution Bidder should submit Certificate from Chartered Accountant with UDIN number to this effect	Bidder request to modify the clause as Bidder should submit Certificate from authorized signatory/Chartered Accountant with UDIN number to this effect	Bidder has to comply RFP terms.
37		18	8. Eligibility Criteria	2. a) The Bidder should be Certified Implementation/coding /customization Partner of OEM (Infosys/EdgeVerve) for Finacle implementation, customization and should have provided support for the Finacle 10.x version in any Scheduled bank(s) with minimum 250 branches per bank and at least 1000 branches (altogether). Or b) The bidder should have provided/ is providing Finacle CBS application support (10.x version) to scheduled Bank(s) with minimum 250 branches per bank and at least 2000 branches (altogether).	We request the following amendment: 2. a) The Bidder/ core banking partner should be Certified Implementation/coding /customization Partner of OEM (Infosys/EdgeVerve) for Finacle implementation, customization and should have provided support for the Finacle 10.x version in any Scheduled bank(s) with minimum 250 branches per bank and at least 1000 branches (altogether). Or b) The bidder/ core banking partner should have provided/ is providing Finacle CBS application support (10.x version) to scheduled Bank(s) with minimum 250 branches per bank and at least 2000 branches (altogether).	Please refer Amendment No 1
38	8. Eligibility Criteria	19	Section B 8. Eligibility Criteria	3. The bidder should have an average annual turnover of Rs.12 Crores during last 3 financial years (i.e., 2021-22 & 2022-23, 2023-24) from Indian operations. This must be the individual company turnover and not of any group of companies.	Looking at the criticality of the banking operations, we request bank to keep minimum turnover of 220 crores during the last 3 financial years	Please refer Amendment No 1

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39	8. Eligibility Criteria	19	Section B 8. Eligibility Criteria	<p>a) The Bidder should be Certified Implementation/coding /customization Partner of OEM (Infosys/EdgeVerve) for Finacle implementation, customization and should have provided support for the Finacle 10.x version in any Scheduled bank(s) with minimum 250 branches per bank and at least 1000 branches (altogether). For a) 1. The relevant certificate from Infosys/ EdgeVerve should be submitted. 2. Authorization letter from their OEM as per Annexure-10 and Annexure-11 of this RFP. 3. The Bidder has to provide purchase order copy along with proof of execution/ Credential Letter from Scheduled banks in India with minimum 250 branches per bank. Multiple credentials are acceptable to fulfil at least 1000 branches (all together). Or b) The bidder should have provided/ is providing Finacle CBS application support (10.x version) to scheduled Bank(s) with minimum 250 branches per bank and at least 2000 branches (altogether).</p>	<p>a) Please limit the no of branches overall 650 branches. b) Please limit the no of branches overall 650 branches.</p>	Please refer Amendment No 1

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
40	A. RFP main document	19	8. Eligibility Criteria: Si.No. 6/ The Bidder should have undertaken at least two (2) Application Management services for Surround applications viz, Internet Banking, Mobile Banking with IMPS and UPI, PFMS, AML, CTS, SFMS, LOS, LMS in any of the commercial/Scheduled banks during last three financial years.	The Bidder has to provide purchase order copy along with proof of execution/ Credential Letter from commercial/Scheduled banks in India. (Installations from multiple clients are accepted)	Please considering the relaxation for the eligibility criteria terms as " The Bidder/OEM should have undertaken at least two (2) Application Management services for Surround applications viz, Internet Banking, Mobile Banking with IMPS and UPI, PFMS, AML, CTS, SFMS, LOS, LMS in any of the commercial/Scheduled banks during last three financial years "	Bidder has to comply RFP terms.
41		19	8. Eligibility Criteria	6. The Bidder should have undertaken at least two (2) Application Management services for Surround applications viz, Internet Banking, Mobile Banking with IMPS and UPI, PFMS, AML, CTS, SFMS, LOS, LMS in any of the \commercial/Scheduled banks during last three financial years	We request the following amendment: 6. The Bidder/ core banking partner should have undertaken at least two (2) Application Management services for Surround applications viz, Internet Banking, Mobile Banking with IMPS and UPI, PFMS, AML, CTS, SFMS, LOS, LMS in any of the \commercial/Scheduled banks during last three financial years	Please refer Amendment No 1

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42		20	8 (Table Point 12)	The Bidder's proposed OEM's should be either Class I or Class II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order dt 16/9/2020.	This is related to application monitoring tool? To be checked with the supplier of the Monitoring tool OEM	Bidder has to comply RFP terms.
43	Section B - Introduction	20	Section 08 eligibility criteria	Point no -12 of Section 08 eligibility criteria The Bidder's proposed OEM's should be either Class I or Class II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order dt 16/9/2020. Certificate of Local Content to be submitted as per Annexure-9 applicable.	Bidder understand that Annexure-09 needs to be submitted by authorised signatory signature only as specified in title of the annexure.	Yes, Bidder has to comply RFP terms and submit Annexure 9 - Should be submitted on Company's Letter Head with Company Seal and Signature of the Authorised Person
44	8.5	20	Eligibility Criteria	The bidder is required to provide factually correct responses to the RFP. Adequate justification for the response (including the technical and other requirements) should be provided as part of the response. In case the bank finds any response to be inadequate, the bank has the right to ask for additional explanation/justification. In the event of any discrepancy in the response submitted by the bidder, the bank reserves the right to disqualify/blacklist the bidder and the OEM	Pls confirm " OEM is not disqualified Or held responsible for the responses which Bidder submits.	Blacklisting of OEM may arrive on case to case basis. Based on responses of the Bidder against the RFP. Bidder to provide factually correct responses in line with their OEM. Bidder is bound to provide the services as mentioned in the scope of work. OEM should not deny the same as per scope of work of the RFP.

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45	A. RFP main document	21	Section B - Clause 9	Regular capacity management, audit and performance audit.	whether any tool available already?	Currently bank is not having any tools. It is bidder's responsibility to conduct Regular capacity management audit and performance audit and abide by RFP terms and conditions.
46	A. RFP main document	21	Section B - Clause 9	Support activity for in-scope applications, interfaces, middleware, infrastructure, and network operations.	whether infra and network operations are in scope of application service provider ? We understand the infra and network, we need to coordinate with the relevant team / SI from the application prepective and track the issue to closure. Please confirm	Yes, the understanding is correct and Bidder has to comply RFP terms.
47		21	9.1.C	testing of new patches/features released by the OEM	This will be applicable only if the patches / features certified and approved by the OEM in the Bank sepecific servers/services/applications.	Bidder has to comply RFP terms.
48		21	9.1.l	Audit observations/recommendation s provided by Bank's auditors or regulatory auditors to be resolved within agreed timelines.	This can be complied after the OEM gives the certification for a patch or work around for the audit observation. Kindly confirm. As a application support SI we can coordinate with OEM for the best possible solution.	Bidder has to comply with RFP terms. It is the responsibility of the bidder to comply the RFP obligations by taking it up with appropriate OEM's or on their own.
49		21		"Bidder to propose hardware (servers, storage etc.) including required OS, DB & middleware (if any) during bid submission for proposed new applications as per mentioned scope of work and Commercial Bill of material. The network component should be 10G (copper) compatible and SAN network should be 16G compatible. "	Is this only hardware recommendation? Kindly provide more details as the respective OEM only will be in a position to assess the sizing of the various proposed applications	After knowledge transition process, Bidder is expected to inform whether the existing infrastructure and network are adequate for supporting the existing and future applications as per mentioned SOW & commercial BOM. Procurement of any infra related to this will be decided by the Banks. Please refer Annexure-17 Bill of Material.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
50	Point e	21	Scope of Work	Point e Supply, Install, implement and management of Finacle's Product Service Pack (PSP)'s testing tool including its related hardware.	Pl clarify, whether the licneses + ATS for all the new tools proposed by Bidder will be brought directly by Bank or Bidder needs to consider.	Bidder has to comply RFP terms.
51	Point n	21	Scope of Work	Point n Supply of agents for Customer Call center	Pl share the detials e,g Education, experience, No of FTEs, location etc required for call center.	Please refer RFP terms and conditions. 1. Education - Page no. 113 2. No. of FTEs - Annexure - 17 page no.139 3. For Location - As per Bank's discretion. KaGB - anywhere in Karnataka, KGB - anywhere in Kerala.
52	Section B - Introduction	21	9. Scope of Work	d) Supply, Install, implement and management of Application Monitoring Tool including its related hardware.	Vendor understands that they need provide application monitoring tool & related HW.	Yes, Understanding is correct and Bidder has to comply RFP terms

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
53	Section B - Introduction	21	9. Scope of Work	d) Supply, Install, implement and management of Application Monitoring Tool including its related hardware.	<ol style="list-style-type: none"> 1. Should there be separate monitoring platform instance for applications in each of the Banks (Karnataka\ Kerala)? 2. For APM tool license, whether the license expected to be annual subscription or term based or any other? 3. Whether APM tool is only meant to monitor CBS application alone or any other applications also? Please clarify 4. What is the expected data retention policy (hot/warm/cold) for the data (logs/traces) stored in APM tool ? 5. For APM whether Is Synthetic monitoring or real user monitoring is in Scope? 6. For APM, please provide approximate number of instances with the following information for proper sizing of the tool? <ol style="list-style-type: none"> a. Total number of VM (Web, App, DB servers) b. Average Cores per VM or Total Cores c. Total Logs in GB/Day d. Is a DR instance of monitoring tool required 	<ol style="list-style-type: none"> 1. Yes, Separate instance for individual banks. 2. License depends on the Tool being proposed by the Bidder. license type may be Perpetual/Subscription based/Any type suitable to our environment. 3. Tool should support CBS and its allied applications. 4. 21 days - data retention has to be present for APM tool, however for RCA related purpose, bidder has to logship and archive data for future reference and reporting purpose. 5. Both, synthetic monitoring and real user monitoring are in the scope. 6.a 6.b and 6.c the relevant application details are provided in the Annexure of the RFP and bidder to maintain the three tier architecture (Web, App, DB) and appropriate number of VMs and Core should be factored by the bidder. 6.d - DR instance monitoring tool and relevant infra is required and two consoles should be provided separately for each bank. (2 for KAGB & 2 for KGB)

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54	Section B - Introduction	21	9. Scope of Work	e) Supply, Install, implement and management of Finacle's Product Service Pack (PSP)'s testing tool including its related hardware	Request details of the PSP testing tool version if the same is being provided by Infosys. If the expectation is that the bidder will have to develop this and deliver, then detailed specifications, scope are being requested.	Bidder has to comply RFP terms.
55	Section B - Introduction	21	9. Scope of Work	g) Bidder to propose hardware (servers, storage etc.) including required OS, DB & middleware (if any) during bid submission for proposed new applications as per mentioned scope of work and Commercial Bill of material. The network component should be 10G (copper) compatible and SAN network should be 16G compatible.	Vendor understands the HW, OS & DB confined to Application Monitoring and PSP tool deployment. Pls confirm.. All other HW, OS & DB additions if any will go through Change management process.	<p>After knowledge transition process, Bidder is expected to inform whether the existing infrastructure and network are adequate for supporting the existing and future applications as per mentioned SOW & commercial BOM. Procurement of any infra related to this will be decided by the Banks.</p> <p>The existing infra setup of CBS & allied applications should be thoroughly verified by the successful bidder in the initial stage itself and thereafter at periodical intervals as mentioned in the RFP. For this, whatever solution/tools/hardware/software/ etc., is/are required has to be deployed by the successful bidder.</p> <p>However all the deliverables proposed under this RFP should be delivered and appropriate terms and conditions should be complied by the bidder. Also, capacity building, performance testing and infra audit should be carried out as per the RFP terms.</p>

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
56	Section B - Introduction	21	9. Scope of Work	j) Management of Data viewer application of M/s Virmati Software Ltd (as it is condition)	Could you please share the details of criticality and pupose of Data Viewer application?	Bidder to note that the Data viewer application is already up and running. It contains reports & MIS data of erstwhile entities which amalgamated to form KaGB & KGB. It is Bidder's responsibility to Maintain and Manage this history Data viewer application. A Knowledge Transition will be provided to the successful bidder. Bidder has to comply with RFP terms.
57	Section B - Introduction	21	9. Scope of Work	m) To provide the required customizations & reports of in-scope applications during project tenure. Supply of Resources for CBS helpdesk n) Supply of agents for Customer Call center	1. The CBS Helpdesk & Customer call centre resources need to work out of KaGB location in Bangalore 2. In case the resources are distributed across locations of Kagb & KGB, could you pls share the details 3. Bidder understand the required infrastructure will be provided by KaGB Need details for pricing purpose.	Please refer below : 1. Location - Atpresent it is as mentioned below: For KaGB - anywhere in Karnataka. For KGB - anywhere in Kerala. In the future, the placement of resources will be at the discretion of the Bank's Management. 2. At present the call center's of KaGB are situated at Chitradurga, Bengaluru - Karnataka and for KGB at Kannur, Kerala. 3. Yes, Bank will provide the required Infrastructure. Bidder has to comply with RFP terms.

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58	Section B - Introduction	21	9. Scope of Work	n) Supply of agents for Customer Call center	Detailed scope/expectation of these including telephony solution resources are being requested along with qualifications	Please refer RFP terms and conditions. 1. Education - Page no. 113 2. No. of FTEs - Annexure - 17 page no.139 3. For Location - As per Bank's discretion. KaGB - anywhere in Karnataka, KGB - anywhere in Kerala." 4. Solution & Infrastructure : Bank will provide the solution and required infra for call center purpose. Bidder has to comply with RFP terms.
59		21	Scope of Work	Point e Supply, Install, implement and management of Finacle's Product Service Pack (PSP)'s testing tool including its related hardware.	Pl clarify, whether the licenses + ATS for all the new tools proposed by Bidder will be brought directly by Bank or Bidder needs to consider.	It is Bidder's responsibility. Bidder has to comply with RFP terms.
60	A. RFP main document	21	Point number k of Scope of work	To test & implement any new patch/version of the in-scope applications in consultation with OEM & bank officials.	Should the testing be done by an independent team?	Bidder has to comply RFP terms. Bidder's responsibility to test and implement any new patch/version of the in-scope applications in consultation with OEM & Bank officials.

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61	A. RFP main document	21	9.1g	Bidder to propose hardware (servers, storage etc.) including required OS, DB & middleware (if any) during bid submission for proposed new applications as per mentioned scope of work and Commercial Bill of material.	What are the proposed new applications?	After knowledge transition process, Bidder is expected to inform whether the existing infrastructure and network are adequate for supporting the existing and future applications as per mentioned SOW & commercial BOM. Procurement of any infra related to this will be decided by the Banks. Please refer Annexure-17 Bill of Material.
62	A. RFP main document	21	9.1h	Regular capacity management, audit and performance audit.	As a Application support partner what are the expectations on this ask. Is Infra audit included in this scope	Bidder has to comply RFP terms.
63	A. RFP main document	22	Section B - Clause 11	Please note that it is selected Bidders' responsibility to get the entire end-to-end handholding and knowledge transfer during the transition period as per the timelines mentioned in as furnished in the RFP document, and that the Bank will not be held responsible if anything is missed	What is the commitment from the existing vendor on knowledge transfer. What is the support Bank will provide in ensuring that the knowledge transfer is complete.	The Bank will make necessary arrangement for the Knowledge transition process from the existing SI to the Successful Bidder. Bidder has to comply with RFP terms.
64		22	9.1.p	Monitoring and supporting middleware and other Application, Web server.	Does bank is having any monitoring software as of now? Or to be implemented as part of the RFP scope?	Application monitoring tool to be implemented as part of the scope of the RFP. Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
65		22	9.3	Please note that it is selected Bidders' responsibility to get the entire end-to-end handholding and knowledge transfer during the transition period as per the timelines mentioned in as furnished in the RFP document, and that the Bank will not be held responsible if anything is missed.	Hope bank has all the implementation scope defined and proper sign off document. If not kindly provide the current details available with the Bank.	The Bank will make necessary arrangement for the Knowledge transition process from the existing SI to the Successful Bidder.
66	Section B - Introduction	22	9. Scope of Work	9.2 The detailed scope of work shall include but not limited to as mentioned in Annexure-2. The bidders are requested to go through the complete RFP document thoroughly. The obligation/ responsibilities mentioned elsewhere in the document, if any, shall be an integral part of the scope.	The statement "Include but not limited to" seems to be too generic and request you to qualify? Request the bank to remove this clause as the scope need to be specific and need to be defined clearly. The details are requested for fixing solution boundaries	Bidder has to comply RFP terms.
67	Section B - Introduction	22	9. Scope of Work	9.3 Please note that it is selected Bidders' responsibility to get the entire end-to-end handholding and knowledge transfer during the transition period as per the timelines mentioned in as furnished in the RFP document, and that the Bank will not be held responsible if anything is missed.	Request Bank to remove the sentence highlighted in red colour as Bank need to oversee the completeness of the KT and any critical thing missing will have a direct impact on the ongoing support.	A dedicated knowledge transition process will be arranged by existing SI in consultation with the Banks. It is Bidder's responsibility to ensure proper utilization of KT sessions and Manage our environment. Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
68	Section B - Introduction	22	9. Scope of Work	Monitoring and supporting middleware and other Application, Web server.	The successful Bidder shall submit/assist	Bidder has to comply RFP terms.
69		22		q) Support activity for in-scope applications, interfaces, middleware, infrastructure, and network operations.	Network & Infrastructure operations Means? As network will be managed by other team	Bidder has to comply RFP terms. Bidder should coordinate for other services apart from the scope of work in the RFP.
70		22		c) Liaison with the existing vendors and OEM(s).	Application, Middleware is OK, Network & Interface ?	Bidder has to comply RFP terms. Bidder should coordinate for other services apart from the scope of work in the RFP.
71		22		d) Third party co-ordination services.	Application, Middleware is OK, Network & Interface ?	Bidder has to comply RFP terms. Bidder should coordinate for other services apart from the scope of work in the RFP.
72		22		9.1 Please note that it is selected Bidders' responsibility to get the entire end-to-end handholding and knowledge transfer during the transition period as per the timelines mentioned in as furnished in the RFP document, and that the Bank will not be held responsible if anything is missed.	Need Bank intervention to close the transition	A dedicated knowledge transition process will be arranged by existing SI in consultation with the Banks. It is Bidder's responsibility to ensure proper utilization of KT sessions and Manage our environment. Bidder has to comply RFP terms.

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73	9.1	22	Scope of work	The Bidder will be the single point of contact/reference to the Bank. The Bank will enter into agreement with the selected Bidder only. However, the Bidder as well as other Partners/OEMs must confirm to the Bank that they are willing to enter into arrangement with OEM for risk mitigation in meeting the deliverables, implementation and other service commitments as per the RFP, the Bidder makes to the Bank under the proposed contract. If requested by the Bank, the Bidders must share a copy of the back-to-back arrangement with OEM, with the Bank.	Pls change it to " All the agreement will be only with the Bidder and not the OEM. OEM not to enter into any agreement with Bank.	Bidder has to comply RFP terms.
74		23	11.h	It is Bidder's responsibility to coordinate with the SMS, Email and WhatsApp messaging service providers for successful delivery and handover of the SMS generated in CBS and Allied applications to SMS system without any delay or latency and to ensure successful flow of SMS through the Infrastructure	The responsibility will be till the delivery to the respective gateway/service vendors platforms. As a SI we can't take responsibility for the end to end delivery which may have multiple hub after the submission.	Understanding is correct. Bidder has to comply RFP terms.
75		23		11. Third Party Co-ordination Services:	Need Bank intervention to close the transition	Bidder has to comply RFP terms.

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76	A. RFP main document	24	Section B - Clause 11	The Bank has various 3rd party service providers for managing IT Applications, Infrastructure, and Network & Security Operation Services.	whether the Infra , network and security team will be maintained , managed by system integrator ?	Yes, the Bank has an exclusive system integrator for network, infrastructure, and security.
77	A. RFP main document	24	Section - C Deliverables & Service Level Agreements (SLAs), Si.No.1/ 1. Project timeline - 1. Project Initiation, Detailed Project Plan Submission and sign off	Project Plan, Transition Plan, Team mobilization - Within 7 Days	Please considering the relaxation for the Deliverables & Service Level Agreements (SLAs) terms as " Project Plan, Transition Plan, Team mobilization - Within 12 Days "	Bidder has to comply RFP terms.
78	A. RFP main document	24	Section - C Deliverables & Service Level Agreements (SLAs), Si.No.1/ 1. Project timeline - 2. Transition	1. End to end smooth transition to the satisfaction of the Bank and detailed transition completion report as per the Transition activities mentioned under the Scope of work Annexure - 2 2. The successful bidder should provide weekly reports regarding transition and end to end management of CBS and allied applications. - Within 3 Months	Please considering the relaxation for the Deliverables & Service Level Agreements (SLAs) terms as " 1. End to end smooth transition to the satisfaction of the Bank and detailed transition completion report as per the Transition activities mentioned under the Scope of work Annexure - 2 2. The successful bidder should provide weekly reports regarding transition and end to end management of CBS and allied applications. - Within 4 Months "	Bidder has to comply RFP terms.

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79	A. RFP main document	24	Section - C Deliverables & Service Level Agreements (SLAs), Si.No.1/ 1. Project timeline - 3. Implementation and Go- Live of new applications i.e., PSP Testing Tool and Application Monitoring Tool.	1. Supply, Install, implement and management of Application Monitoring Tool including its related hardware. 2. Supply, Install, implement and management of Finacle's Product Service Pack (PSP)'s testing tool - Within 3 Months	Please considering the relaxation for the Deliverables & Service Level Agreements (SLAs) terms as "1. Supply, Install, implement and management of Application Monitoring Tool including its related hardware. 2. Supply, Install, implement and management of Finacle's Product Service Pack (PSP)'s testing tool - Within 6 Months "	Bidder has to comply RFP terms.
80	Section - C Deliverables & Service Level Agreements (SLAs)	24	Project timeline	Project Initiation, Detailed Project Plan Submission and sign off	Ramping of complete team within 7 days may be to aggressive. Bidder requests to consider issuing Letter of Intent (LOI) 2 months ahead of time and allow bidder to ramp-up 30% of minimal resources required at the time of project kick-off. Resource ramp-up in 7 days would be very difficult considering current market conditions.	Bidder has to comply RFP terms.
81	Section - C Deliverables & Service Level Agreements (SLAs)	24	1. Project timeline	Implementation and Go- Live of new applications i.e., PSP Testing Tool and Application Monitoring Tool. Within 3 months	Request bank to consider a total 5 months implementation and monitoring timeline for these tools.	Bidder has to comply RFP terms.

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82	Section - C Deliverables & Service Level Agreements (SLAs)	24	1. Project timeline	Transition timeline of 3 months	Bidder understanding is that various source codes related to customization of CBS and other applications are available in source code repository and will be handed over to bidder during transition. Please confirm.	Yes, the understanding is correct. Bidder has to comply RFP terms.
83	Section - C Deliverables & Service Level Agreements (SLAs)	24	1. Project timeline	Transition timeline of 3 months	Whether bidder can leverage existing Bank's source code repository or need to bring in its own source code management system. Please confirm.	Bank will make available existing source code to the successful bidder. However it is the responsibility of the Bidder to have own source code management system. Bidder has to comply RFP terms.
84	Section - C Deliverables & Service Level Agreements (SLAs)	24	1. Project timeline	Transition timeline of 3 months	Whether bidder can leverage any existing bug tracking tool for customization/Testing or bidder to bring its own tool? Please confirm.	Bidder's responsibility to bring in any bug tracking tool for Customization/testing. Bidder has to comply RFP terms.
85	Section - C Deliverables & Service Level Agreements (SLAs)	24	Transition	1. End to end smooth transition to the satisfaction of the Bank and detailed transition completion report as per the Transition activities mentioned under the Scope of work Annexure - 2 2. The successful bidder should provide weekly reports regarding transition and end to end management of CBS and allied applications.	Bidder requests to consider ramping of 30% of staff in M1 of transition, 70% of staff in M2 of transition and 100% in M3 of Transition. - Will give flexibility in resource loading.	Bidder has to comply RFP terms. Detailed discussion will be planned with the Successful Bidder.
86	Section - C Deliverables & Service Level	24	1. Project timeline	Transition timeline of 3 months	Bidder requests to consider 3 months transition + 3 months stabilization wherein SLAs apply and penalty clauses will not apply	Bidder has to comply RFP terms.

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	Agreements (SLAs)					
87	A. RFP main document	24	Section C-1. Project timeline	Project Initiation, Detailed Project Plan Submission and sign off	Timeline - Within 7 Days is too short period. Min one month needed	Bidder has to comply RFP terms.
88	A. RFP main document	24	Section C-1. Project timeline	1. Supply, Install, implement and management of Application Monitoring Tool including its related hardware.	Timeline - Within 3 months is too short period.	Bidder has to comply RFP terms.
89	A. RFP main document	24	Section C, Point No. 3	Implementation and Go Live of new applications i.e., PSP Testing Tool and Application Monitoring Tool	When will the SLA start?	SLA will start post Go Live of the respective applications. However, the SLA will be applicable both warranty period and AMC period as per the RFP terms and conditions. Bidder has to comply RFP terms.
90		25	3.7.3	The Bidder is expected to provide an appropriate data replication strategy and technology recommendation to replicate data between DC and DR.	Kindly share the list of application which is currently in DR with active sync and which are not available with the version of the DB being used for the application. Apart from the DB how the application server/web server being replicated between the DC and DR can be briefed to us.	Bidder has to comply RFP terms. Detailed discussion will be planned with the Successful Bidder.

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91	Section - C Deliverables & Service Level Agreements (SLAs)	25	3. General SLA terms and Terminologies	3.3. "System downtime" subject to the SLA, means accumulated time during which the CBS & allied applications are not available to the Banks users or online customers due to any application related failures and measured from either logs generated from Systems, Devices or the time the Banks and/or its customers log a call with the Help Desk of the failure, or slow or partial functioning of the System reported by the Bank authorized personnel or the failure is known to the Successful Bidder from the appropriate measurement tools/monitoring tools to the time when the System is returned to proper operation. Any denial of service related to CBS & allied applications to the Banks users and Banks customers would also account as "System downtime".	This clause need to be ammended as "to the extent of application related system outage". Any down time/outage due to network, infra and things not in the perview of bidder are to be excluded.	Bidder has to comply RFP terms.

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92	Section - C Deliverables & Service Level Agreements (SLAs)	25		3.5 The successful Bidder shall provide onsite support and manage all in-scope applications, interfaces, infrastructure, as per Scope of Work (Annexure 2) for 24 (twenty-four) x 7 (seven) or as defined elsewhere in this RFP.	Bidder needs following clarifications: 1. Our understanding is all resources will be working from KaGB & KGB main office in Bangalore and will be connecting other locations via remote infrastructure? 2. If the answer to the above question is YES, bidder understands remote Infrastructure is in good usable condition? 3. Bidder understands KaGB provides Laptop/Desktop, IP Phone (call center & Help Desk team) and headsets 4. Bidder requests KaGB to share the the resource proposition in each shift.	Please refer below 1. As per the RFP the bidder has to provide appropriate resource to the places specified by the banks. 2. Not Applicable 3. Bank provide Desktop, landline facility and Headset for call centers & helpdesk teams. 4. It will be decided mutually with the successful bidder. Bidder has to comply RFP terms
93	Section - C Deliverables & Service Level Agreements (SLAs)	25	11. Onsite Resources and Support	The Bidder need to size the resources to maintain, support and manage the system as per the SLA and scope of work mentioned in the RFP. However, Bidder needs to adhere to minimum resource requirement as per Annexure 18.	Bidder understands following: 1. The successful bidder has to provide services from KaGB & KGB office in Bangalore.. 2. Resources mentioned in Annexure-18 are mininum and can go high if the requirement demands?	Please refer below: 1. The service location is decided by the Bank's management and as per the RFP terms the bidder has to provide appropriate resource to the places specified by the banks. 2. Yes, depends on Bank's requirement the Bidder should provide the resources. In the Bill of Material we have provided the indicative number of resources. However there can be increase/decrease in the actual numbers as per Bank's requirement.

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94	A. RFP main document	25	Point 3.7.3	The Bidder is expected to provide an appropriate data replication strategy and technology recommendation to replicate data between DC and DR.	What happens to the existing DC-DR synchronization? Or, should we need to propose automation tool for DC-DR switchover? Now ODG is there	DC -DR synchronization is already in place, however any suggestions/recommendations for improvement from the successful bidder will be considered. Yes At present Bank is having ODG. However, in future if Bank upgrades from ODG to any latest then the successful bidder should continue their support.
95	A. RFP main document	26	Section C clause 3.11	Bidder to ensure OS hardening and patch management of application, database, server, storage every quarter required for smooth functioning of in scope new applications and/or as per Bank cyber security policy and RBI regulatory requirement and must submit relevant reports to Bank . "Reports" within the defined timeline.	As infrastructure management is not in scope, hardening of server, storage, etc. should be taken up by the respective stake holder.	The existing infra setup of CBS & allied applications should be thoroughly verified by the successful bidder in the initial stage itself and thereafter at periodical intervals as mentioned in the RFP. For this, whatever solution/tools/hardware/software/etc., is/are required has to be deployed by the successful bidder. However all the deliverables proposed under this RFP should be delivered and appropriate terms and conditions should be complied by the bidder. Also, capacity building, performance testing and infra audit should be carried out as per the RFP terms.

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96		26	3.7.7.1	Any failure to conduct DR Drill.	Any failure due to network/hardware won't take the responsibility of the SI	The Bidder has to perform DR Drill in co-ordination with the Bank and other SI's.
97		26	3.7.7.2	regular operations with normal speed	Kindly provide the DR servers are of the same capacity and the specified hardware including the network components.	Yes, DC and DR are identical.
98		26	3.9	Replication of application data, storage, databases, across DC, DR and NDR should be happen as per the Banks requirement	As per the existing landscape NDR is not available.	At Present, Banks do not have NDC and NDR, however Banks have plan to implement these in future and the successful Bidder should support for the same.
99		26	3.11	Bidder to ensure OS hardening and patch management of application, database, server, storage every quarter required for smooth functioning of in scope new applications and/or as per Bank cyber security policy and RBI regulatory requirement and must submit relevant reports to Bank as mentioned in Section C clause 18. "Reports" within the defined timeline.	This can be applied only after the OEM certified their application for the hardening or Fix	Yes, the understanding is correct.
100		26	3.12	Any software or hardware support of in scope new application such as update, enhancement, upgrade shall be communicated to the Bank by the Bidder within a period of two weeks from the date of release, during the entire contract period along with their recommendations of implementation, level of criticality and benefits.	This two weeks time is very short. Normally the industry practice is L-1. That is one level before the latest, since we can't predict the issue in the latest release and the one level down would be the stable version.	Bidder has to comply RFP terms. Note, the 2 weeks time mentioned here is to alert the Bank regarding the new releases for updates, not the time period for complete implementations.

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101	Section - C Deliverables & Service Level Agreements (SLAs)	26	General SLA terms and Terminologies	3.7.7. Bidder to coordinate for its in scope CBS and Allied Applications with Infrastructure Service Provider for execution of the DR Drill. Bidder to properly size and suggest the infra/network requirements and coordinate its requirement to Bank team and Infrastructure Service Provider so that the Bank's defined RTO and RPO objectives as per regulatory guidelines are met at each DR drill Operations. Bidder to note that Bank may penalize the Bidder in case DR Drill execution is not performed as specified by the Bank and the fault is within the purview of the Bidder. Bank may penalize the Bidder at its own discretion for not properly executing the DR Drill in case:	Request to remove the highlighted text in the red colour as the overall architecture review is not part of the scope.	Bidder has to comply RFP terms.
102	Section - C Deliverables & Service Level Agreements (SLAs)	26	General SLA terms and Terminologies	The Bidder must have a suitable strategy for recovery of data and application in case of a disaster, with necessary procedures, within RPO and RTO as defined in the Bank's BCP document. The Bidder must adhere to the latest BCP framework of the Bank. In, case of disaster the DR site should be up and operational with minimal manual intervention.	Could you please brief us about the current RPO & RTO?	Bank is following as per the NABARD Cyber Security framework and it should be ensured by the successful bidder.

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103	Section - C Deliverables & Service Level Agreements (SLAs)	26		3.7.7. Bidder to coordinate for its in scope CBS and Allied Applications with Infrastructure Service Provider for execution of the DR Drill. Bidder to properly size and suggest the infra/network requirements and coordinate its requirement to Bank team and Infrastructure Service Provider so that the Bank's defined RTO and RPO objectives as per regulatory guidelines are met at each DR drill Operations. Bidder to note that Bank may penalize the Bidder in case DR Drill execution is not performed as specified by the Bank and the fault is within the purview of the Bidder. Bank may penalize the Bidder at its own discretion for not properly executing the DR Drill in case:	The text highlighted in red colour is generic and request to remove the same. Any penalty should be basis facts, proofs and agreements.	Bidder has to comply RFP terms.
104	Section - C Deliverables & Service Level Agreements (SLAs)	26	General SLA terms and Terminologies	3.9 Replication of application data, storage, databases, across DC, DR and NDR should be happen as per the Banks requirement.	Bidder understands there is no NDR at present and could pls share the plans for NDR?	At Present, Banks do not have NDC and NDR, however Banks have plan to implement these in future and the successful Bidder should support for the same.

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SI No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
105	A. RFP main document	26	Point 3.9	Replication of application data, storage, databases, across DC, DR and NDR should be happen as per the Banks requirement.	Bank does not have NDR at this point of time.	At Present, Banks do not have NDC and NDR, however Banks have plan to implement these in future and the successful Bidder should support for the same.
106	A. RFP main document	26	3.11	Bidder to ensure OS hardening and patch management of application, database, server, storage every quarter required for smooth functioning of in scope new applications and/or as per Bank cyber security policy and RBI regulatory requirement and must submit relevant reports to Bank as mentioned in Section C clause 18. "Reports" within the defined timeline.	What role Application support SI will have in this. OS hardening , patch management should be the responsibility of Infra support vendor	<p>Bidder has to comply RFP terms. The Bidder is responsible for the applications attributable to them. The existing infra setup of CBS & allied applications should be thoroughly verified by the successful bidder in the initial stage itself and thereafter at periodical intervals as mentioned in the RFP. For this, whatever solution/tools/hardware/softw are/etc., is/are required has to be deployed by the successful bidder.</p> <p>However all the deliverables proposed under this RFP should be delivered and appropriate terms and conditions should be complied by the bidder. Also, capacity building, performance testing and infra audit should be carried out as per the RFP terms.</p>

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
107	A. RFP main document	27	Section C clause 3.18.	The Bidder should perform periodic audits every month to measure license compliance against the number of software licenses being used out of total licenses procured & are consistent with the terms and conditions of License agreement.	Our understanding is this is only related to the licenses of applicaions in scope. As the license agreements will be between the Bank and respective OEM, will the Bank share all the license agreements for validation of usage.	Details will be shared with successful Bidder.
108		27	3.15	Bidder needs to arrange to replace the existing Infrastructure with equivalent or higher configuration in case required for smooth functioning of PSP Testing tool and Application Monitoring Tool:	As SI we can suggest but the procurement and the implemenation should be executed as a separeate project.	Bidder has to comply RFP terms.
109		27	3.16	It is Bidder's responsibility to inform the Bank about EOS, EOL and all other associated licenses/product/devices for in scope new Infrastructure within 1week of announcement from the OEM.	Bank has to share their existing inventory. There may chance that their existing hardware/software might be already in the EOS/EOL. Hence EOS/EOL should be considerd for those which are announced after the start of the project.	Yes, the details will be shared with successful Bidder and Bidder has to comply RFP terms.
110		27	3.17	If the Hardware supplied / taken handover by the Bidder is to be replaced permanently, then the Bidder shall inform the Banks well 1 year prior to replace the respective equipment. In such cases, Bidder should submit the actual requirement, objective along with the Bill of Materials to Bank.	The capacity planning and the recommendation should come from the respective OEM only. As a SI we can only coordinate.	Bidder has to comply RFP terms. Capacity planning is Bidder's responsibility. Bidder to coordinate with respective OEM if required.

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111		27	3.18	The Bidder should perform periodic audits every month to measure license compliance against the number of software licenses being used out of total licenses procured & are consistent with the terms and conditions of License agreement.	The existing license inventory along with the deployment matrix should be provided to the SI as part of the start of the project.	Yes, Banks will share the details with the successful bidder.
112	3.19 Warranty/Support	27	SECTION 3 General SLA Terms & Terminologies	3.19 Warranty/Support Bidder must ensure that comprehensive warranty to be provided for the in scope new infrastructure hardware components for the first three years.	The Bidder submits that non-XXXX products are sold under the Agreement as-is, without warranties of any kind. Warranties on Non-XXXX products shall be as provided by the OEM/OSM.	Bidder has to comply RFP terms.
113	Section - C Deliverables & Service Level Agreements (SLAs)	27	General SLA terms and Terminologies	3.13. Any additional capacity requirement pertaining to Infrastructure and Network operation required for smooth functioning of CBS and Allied applications must be informed to Bank adequately in advance so as to ensure no performance issues in the Bank's operations.	1. Please clarify if the architecture review and capacity planning is part of the scope and relevant cost to be included. 2. If YES, pls share the existing DC-DR architecture.	Bidder will be responsible for application support as per scope of work of the RFP. Hence for smooth functioning of the applications Bidder to coordinate with Bank's SI if it feels that existing hardware requires refresh/upgrade. DC/DR architecture diagram will be shared with successful Bidder.
114	Section - C Deliverables & Service Level Agreements (SLAs)	27	3. General SLA terms and Terminologies	3.15. Bidder needs to arrange to replace the existing Infrastructure with equivalent or higher configuration in case required for smooth functioning of PSP Testing tool and Application Monitoring Tool	Whether customer is already having a PSP testing tool and Application Monitoring tool? If YES, kindly provide the details of the tools like OEM name, Tool Name, Version installed etc.	Bank doesn't have a PSP testing tool and Application performance Monitoring tool. It is Bidder's responsibility to provide both tools. Please refer RFP SOW, terms and conditions.

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115	Section - C Deliverables & Service Level Agreements (SLAs)	27	3. General SLA terms and Terminologies	3.15. Bidder needs to arrange to replace the existing Infrastructure with equivalent or higher configuration in case required for smooth functioning of PSP Testing tool and Application Monitoring Tool	How many user licenses are to be considered by bidder for the PSP testing tool and Application monitoring Tool?	The bidder should submit the commercial proposal by considering all the scope of work mentioned in the RFP for PSP testing and Application Monitoring tool purpose and in case of various licenses involved like perpetual, user, application, cluster, any other license, etc., the same should be mentioned in the Bill of material as per the format Annexure -17 and Bidder has to comply RFP terms.
116		27	SECTION 3 General SLA Terms & Terminologies	3.19 Warranty/Support Bidder must ensure that comprehensive warranty to be provided for the in scope new infrastructure hardware components for the first three years.	The Bidder submits that non-XXXX products are sold under the Agreement as-is, without warranties of any kind. Warranties on Non-XXXX products shall be as provided by the OEM/OSM.	Bidder has to comply RFP terms.
117	A. RFP main document	27	3.15.	Bidder needs to arrange to replace the existing Infrastructure with equivalent or higher configuration in case required for smooth functioning of PSP Testing tool and Application Monitoring Tool:	This particular bid is for Application support. In that case why this should be owned by Application support SI.	As the bidder should provide PSP testing tool and Application Monitoring Tool, it is Bidder's responsibility to ensure proper infrastructure is available for smooth functioning. Hence Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
118	A. RFP main document	27	3.17	If the Hardware supplied / taken handover by the Bidder is to be replaced permanently, then the Bidder shall inform the Banks well 1 year prior to replace the respective equipment.	Overall I am bit confused if the Bid is for only Application support or is it inclusive of Infra support	<p>The existing infra setup of CBS & allied applications should be thoroughly verified by the successful bidder in the initial stage itself and thereafter at periodical intervals as mentioned in the RFP. For this, whatever solution/tools/hardware/software, is required it has to be deployed by the successful bidder.</p> <p>However all the deliverables proposed under this RFP should be delivered and appropriate terms and conditions should be complied by the bidder. Also, capacity building, performance testing and infra audit should be carried out as per the RFP terms.</p>
119		28	4	Priority of Incidents	The resolution time seems to be too low to be practical. For e.g. Industrial practice for Critical is 30 mins response time and 2 hrs resolution time. Similarly the standard time for other category of incidents are more than what is specified in the document.	Bidder has to comply RFP terms.

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120	Section - C Deliverables & Service Level Agreements (SLAs)	28	4. Priority of Incidents	Incident logging	<p>Could you please share ITSM tool used by KaGB?</p> <p>Also clarify that this applies to be application support and new systems implemented by the bidder</p> <p>Request the resolution time of priority 1 and 2 to be doubled.</p>	The bank is having ITSM tool and the details will be shared to the successful bidder. The bidder has to comply the RFP terms.
121	Section - C Deliverables & Service Level Agreements (SLAs)	28	5. Penalty for Mishandling, Misconfiguration, or Improper Deployment	Penalty for Failure to Test in CBS Environment: a. Should the Vendor deploy any solution, patch, or PSP without conducting thorough testing in the CBS environment or without obtaining the bank's prior approval for the deployment, a penalty of maximum 5% of the total contract value will be imposed for each such incident. b. In addition, the Vendor will bear all costs for rectifying the issue, including costs related to testing, remediation, and re-deployment.	Bidder requests to DELETE this clause as it is being covered in section 6 in detail.	Bidder has to comply RFP terms.

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122	Section - C Deliverables & Service Level Agreements (SLAs)	28	Penalty for Failure to Test in CBS Environment:	Financial Loss and Operational Impact: a. The Vendor shall be fully liable for any financial losses , reputational damage, or operational disruptions caused to the bank as a result of mishandling, misconfiguration, or improper deployment of solutions/patches/PSPs. b. In the event of any such occurrence, the Vendor shall compensate the bank for all direct and indirect financial losses incurred, including but not limited to operational downtime, recovery costs, and any additional expenses resulting from the incident. , reputational damage, or operational disruptions caused to the bank as a result of mishandling, misconfiguration, or improper deployment of solutions/patches/PSPs. b. In the event of any such occurrence, the Vendor shall compensate the bank for all direct and indirect financial losses incurred, including but not limited to operational downtime, recovery costs, and any additional expenses resulting from the incident.	This is open ended. Request the text highlighted in red colour to be removed/ammded as the bidder is already owning the service level penalties basis the priority/seviority.	Bidder has to comply RFP terms.

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123	A.RFP main document	28	4. Priority of Incidents	Priority 1 - Critical Threat/ Severe Incident Response Time-5 Mins Resolution Time- 15 Mins	Request Bank to change response and resolution time as follows: Priority 1 - Critical Threat/ Severe Incident Response Time-15 Resolution Time- 1Hr	Bidder has to comply RFP terms.
124	A.RFP main document	28	4. Priority of Incidents	Priority 2 - Critical Threat/ Severe Incident Response Time-20 Mins Resolution Time- 40 Mins	Request Bank to change response and resolution time as follows: Priority 2 - Critical Threat/ Severe Incident Response Time-30 mins Resolution Time- 2 Hr	Bidder has to comply RFP terms.
125	A.RFP main document	28	4. Priority of Incidents	Priority 3 - Critical Threat/ Severe Incident Response Time-60 Mins Resolution Time- 120 Mins	Request Bank to change response and resolution time as follows: Priority 3 - Critical Threat/ Severe Incident Response Time-60 Mins Resolution Time- 4 hrs	Bidder has to comply RFP terms.
126	Section- G General Conditions	29	5	5. Penalty for Mishandling, Misconfiguration, or Improper Deployment - Financial Loss and Operational Impact: a. The Vendor shall be fully liable for any financial losses, reputational damage, or operational disruptions caused to the bank as a result of mishandling, misconfiguration, or improper deployment of solutions/patches/PSPs. b. In the event of any such occurrence, the Vendor shall compensate the bank for all direct and indirect financial losses incurred, including but not limited to operational downtime, recovery costs, and	Bidder request minor modification for clause 5 5. Penalty for Mishandling, Misconfiguration, or Improper Deployment - Financial Loss and Operational Impact: a. The Vendor shall be fully liable for any financial losses, reputational damage, or operational disruptions caused to the bank as a result of mishandling, misconfiguration, or improper deployment of solutions/patches/PSPs. b. In the event of any such occurrence, the Vendor shall compensate the bank for all direct and indirect financial losses incurred, including but not limited to operational downtime, recovery costs, and <u>Indemnification: The Vendor agrees to</u>	Bidder has to comply RFP terms.

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				<p>any additional expenses resulting from the incident.</p> <p>Indemnification: The Vendor agrees to indemnify the bank and hold it harmless against any losses, liabilities, claims, damages, or costs arising from the Vendor's failure to comply with these terms.</p>	<p>indemnify the bank and hold it harmless against any losses, liabilities, claims, damages, or costs arising from the Vendor's failure to comply with these terms.</p>	
127	A. RFP main document	29	Financial Loss and Operational Impact:	In the event of any such occurrence, the Vendor shall compensate the bank for all direct and indirect financial losses incurred, including but not limited to operational downtime, recovery costs, and any additional expenses resulting from the incident	Clause should be amended as- In the event of any such occurrence, the Vendor shall compensate the bank for all direct and indirect financial losses incurred, including but not limited to operational downtime, recovery costs, and any additional expenses resulting from the incident	Bidder has to comply RFP terms.
128	RFP	29	5	Financial Loss and Operational Impact: a. The Vendor shall be fully liable for any financial losses, reputational damage, or operational disruptions caused to the bank as a result of mishandling, misconfiguration, or improper deployment of solutions/patches/PSPs. b. In the event of any such occurrence, the Vendor shall compensate the bank for all direct and indirect financial losses incurred, including but not limited to operational downtime, recovery costs, and any additional expenses resulting from the incident.	Financial Loss and Operational Impact: a. The Vendor shall be fully liable for any financial losses, reputational damage, or operational disruptions caused to the bank as a result of mishandling, misconfiguration, or improper deployment of solutions/patches/PSPs. b. In the event of any such occurrence, the Vendor shall compensate the bank for all direct and indirect financial losses incurred, including but not limited to operational downtime, recovery costs, and any additional expenses resulting from the incident. - cannot agree to bear cost associated with such financial losses	Bidder has to comply RFP terms.

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129	RFP	29	5	Termination Clause: a. If such issues lead to substantial operational impact or if the Vendor fails to resolve the problem within the agreed timeframe, the bank reserves the right to terminate the contract with immediate effect and claim damages as deemed appropriate.	XXXX needs termination right in case of non-payment of accepted invoices	Bidder has to comply RFP terms.
130		29		5. Penalty for Mishandling, Misconfiguration, or Improper Deployment Financial Loss and Operational Impact: a. The Vendor shall be fully liable for any financial losses, reputational damage, or operational disruptions caused to the bank as a result of mishandling, misconfiguration, or improper deployment of solutions/patches/PSPs. b. In the event of any such occurrence, the Vendor shall compensate the bank for all direct and indirect financial losses incurred, including but not limited to operational downtime, recovery costs, and any additional expenses resulting from the incident. Penalty for Failure to Test in CBS Environment a penalty of maximum 5% of the total contract value will be imposed for each such incident	Bidder seeks deletion of the clause Bidder seeks relaxation on penalty capping , instead can have maximum of 5% overall as again 5% for each instance	Bidder has to comply RFP terms.

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131		29		Termination Clause: a. If such issues lead to substantial operational impact or if the Vendor fails to resolve the problem within the agreed timeframe, the bank reserves the right to terminate the contract with immediate effect and claim damages as deemed appropriate.	Bidder seeks relaxation on lines colored in red , also need clarity what is meant by damages as appropriate as its subjective	Bidder has to comply RFP terms.
132		29		Indemnification: The Vendor agrees to indemnify the bank and hold it harmless against any losses, liabilities, claims, damages, or costs arising from the Vendor's failure to comply with these terms	Legal to review	Bidder has to comply RFP terms.
133	Section - C Deliverables & Service Level Agreements (SLAs)	30	Penalty/LD	Penalty & LD clauses table	Bidder requests following: 1. Remove clauses 1. Performance Bank Guarantee, 2. Signing of the Agreement & 3. Project Initiation penalty clauses. 2. Bidder requests cap the transition penalty charge to 5% of transition (point #4) vale upto 6 weeks. Post which KaGB can apply termination clause. 3. Change the Ticket resolution maximum penalty to 2.5% of the total monthly support payout	Bidder has to comply RFP terms.
134	Section - C Deliverables & Service Level Agreements (SLAs)	30	Penalty/LD	Customization / Change request	Bidder request following: 1. Please change "0.5% of CR cost per day" to "0.5% of CR cost per week" 2. Please change "25% of the total cost of respective Change request or Customization" to "5% of the total cost of respective Change request or Customization"	Bidder has to comply RFP terms.

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135	Section - C Deliverables & Service Level Agreements (SLAs)	30	6. Penalty/LD	4. Transition - Timelines - Within 3 months from the date of acceptance of PO. Penalties - INR 2,50,000 per calendar week delay post completion of transition due date and part thereof Maximum Capping - 50% of the transition payout post 30 calendar day delay of the transition phase	Bidder request for below terms : - Penalty in case of delay in transition should be capped at 0.25% per week of cost of transition fees, with overall penalty not exceeding 5% of transition fees	Bidder has to comply RFP terms.
136	A. RFP main document	30	Penalty/LD		In the event where recovery from customer is involved, how the penalty is calculated?	The bidder should ensure the SLA as per the RFP terms failing which bank will impose the penalty. In case of any application failure/abnormality due to which either the credit or the debit happened to the customers of our bank or any other bank, the bank will recover the amount immediately from the bidder and the bank will put best efforts basis for recovery of the amount and it will be provided to the bidder.
137	A. RFP main document	30	6. Penalty LD: Project Initiation	Within 7 days after the acceptance of PO. Penalty of INR 1,00,000/week and part thereof	Minimum 1 month is needed from PO acceptance date	Bidder has to comply RFP terms.

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138		30	SECTION 6, 7, 8	6. Penalties/Liquidated Damages, 7SLA for RCA for the Incident / ticket raised, 8. SLA for uptime	Various sub clauses under each clause - Bidder understands that Penalty /Liquidated Damages shall be levied only in such cases where delay is for reasons solely attributable to the Bidder. Bidder requests that LD once levied shall be the sole and exclusive remedy of teh Bank (in relation to the delay for which LD was so levied).	Understanding is correct. Bidder has to comply RFP terms.
139		31		Signing of the Agreement The successful Bidder must sign the contract and should also ensure to take Sign-off from the Bank Within 21 days from the date of acceptance of the PO or within 28 days from the date of issue of PO whichever is earlier. 0.5% of TCO amount per week for each completed calendar week of delay or part thereof. Cancellation of the Purchase order and forfeiture of EMD	Bidder seeks clarity on maximum capping in case of this timeline default	Bidder has to comply RFP terms.
140	A. RFP main document	32	Section C clause 6.12	Remediation of Root Cause Analysis	if the issue with the product/ OEM, then the SLA should be considered accordingly.	Bidder has to comply RFP terms.
141	A. RFP main document	32	Section C clause 6.15	The successful Bidder shall ensure that the Customizations and Change requests are done as per the agreed timelines with the Bank	Change request timeline would be mutually agreed	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
142	Section - C Deliverables & Service Level Agreements (SLAs)	32	6. Penalty/LD	Delay/Failure/N on-compliance in Supply, Implementation , support, and Integration of the New tools Timelines - As per the timelines give for the implemen tation of new tools mentione d above Penalties - Penalty of INR 50,000 per tool per week for every week of delay and part thereof Maximum Capping - Penalty of INR 50,000 per tool per week for every week of delay and part thereof	Bidder request for below terms : - For Delay in Supply of Tools - Penalty should be capped at 0.5% per week of cost of relevant delayed tools, with overall cap not exceeding 5% of delayed tool cost. - For Delay in Implementation / Installation - Penalty should be capped at 0.5% per week of cost of relevant delayed milestones, with overall cap not exceeding 5% of cost of relevant delayed milestones. Further, Maximum cumlative aggregate all types of penalties/Service Credits/ Liquidated Damages under this agreement shall not exceed 5% of monthly invoice value	Bidder has to comply RFP terms.
143		32		Penalties imposed by regulatory bodies/agencies on account of shortcomings related to CBS and allied applications handled by the Successful bidder The penalty imposed by the regulatory bodies/agencies NA 100% of the Penalized amount 100% of the Penalized amount	Bidder seeks relaxation on clause and define the maximum capping against the same	Bidder has to comply RFP terms.
144	Section - C Deliverables & Service Level Agreements (SLAs)	33	SLA for RCA for the incident/ticket raised	Penalty will be deducted from the resources cost	Bidder requests to cap any type of penalty to a maximum of 5%.	Bidder has to comply RFP terms.

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145	A. RFP main document	33	SLA	What if the issue/downtime is due to 3rd party or Infra		Bidder need to maintain the SLA for the in scope new applications. However, for other applications bidder need to co-ordinate with the SI to maintain required SLA uptime. Bidder has to comply RFP terms.
146	RFP Main Document	34	SLA Uptime	Total penalty per year during the contract period shall not exceed more than 20% of the annual payout.	Request Bank to modify it as under : Total penalty per year during the contract period shall not exceed 5% of the annual payout.	Bidder has to comply RFP terms.
147	SLA for RCA for the incident/ticket raised	34	SLA	SLA for RCA for the incident/ticket raised	Root Cause Analysis (RCA) for Priority-1 issues should be provided within 24 hours and for Priority-2 and 3 within 3 (Three) calendar days and preventive steps to be taken by Bidder - We propose to discuss the timelines & Applicability for S1 & Repeated S2. during contracting stage and mutually agree.	Bidder has to comply RFP terms.
148	Section - C Deliverables & Service Level Agreements (SLAs)	34	SLA for RCA for the incident/ticket raised	Service level range (calculated quarterly) Penalty will be deducted from the resources cost 99% and above No Penalty 95% to 98.99% 1% of total quarterly support payout 90% to 94.99% 2% of total quarterly support payout 85% to 89.99% 4% of total quarterly support payout Below 85% 10% of the total quarterly support payout	Could you please share the current functioning statistics of the DC, DR, NDR & various applications.	The details are already provided in the RFP. In case of more detail required it will be provided to the successful bidder. Bidder has to comply RFP terms.

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149	Section - C Deliverables & Service Level Agreements (SLAs)	34	8. SLA for Uptime.	If the Bidder fails to maintain the guaranteed Uptime during the contract period, the penalty for Uptime will be deducted as under:	Bidder understanding is that the current landscape has a 1:1 hardware configuration in DC and DR. Please confirm bidder understanding.	Yes, DC and DR are identical.
150	Section - C Deliverables & Service Level Agreements (SLAs)	34	8. SLA for Uptime.	If the Bidder fails to maintain the guaranteed Uptime during the contract period, the penalty for Uptime will be deducted as under:	Bidder understanding is that all the 137 application and its related APIs are available in both DC and DR. Please confirm bidder understanding.	Understanding is correct. Bidder has to comply RFP terms.
151	Section C - Deliverables and Service Level	34	8. SLA for Uptime.	Bank will calculate CBS up/down time percentage using the Bank's ITSM and Log management and the data from ITSM will consider for framing the rules for Uptime and LD, the Bank is guided by the following principles 8.1. No double LD/ripple effect 8.2. Calculation of LD to be simple 8.3. The penalty/ penalty cap will be for each occasion/month 8.4. All LDs will be independent of each other 8.5. Total penalty per year during the contract period shall not exceed more than 20% of the annual payout. If the Bidder fails to maintain the guaranteed Uptime during the contract period, the penalty for Uptime will be deducted as under:	The uptime depends on a variety of factors such as the current architecture, hardware and software configurations, proactive monitoring, etc. Since bidder is going to manage the CBS, Finacle Connect24 gateway, Allied Applications, Interfaces and Tools, AS-IS without any changes to the existing environment, bidder can maintain the uptime which the current applications are able to meet. Any issues not attributable to the bidder such as Infrastructure, network issues, etc. will be excluded from penalty calculation for bidder. Please confirm our understanding.	Yes, the understanding is correct. However, after knowledge transition process, Bidder is expected to inform whether the existing infrastructure and network are adequate for supporting the existing and future applications as per mentioned SOW & commercial BOM. Procurement of any infra related to this will be decided by the Banks. Please refer Annexure-17 Bill of Material.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
152		34	SLA	SLA for RCA for the incident/ticket raised	Root Cause Analysis (RCA) for Priority-1 issues should be provided within 24 hours and for Priority-2 and 3 within 3 (Three) calendar days and preventive steps to be taken by Bidder - We propose to discuss the timelines & Applicability for S1 & Repeated S2. during contracting stage and mutually agree.	Bidder has to comply RFP terms.
153	A. RFP main document	34	SLA for uptime	Total penalty per year during the contract period shall not exceed more than 20% of the annual payout.	Overall penalty cap of 20% is much higher side. Maximum cap should be limited to 10% as a standard practice	Bidder has to comply RFP terms.
154	A. RFP main document	34	8.5 SLA for uptime	Total penalty per year during the contract period shall not exceed more than 20% of the annual payout	Capping should be reduced to 10% on annual payout	Bidder has to comply RFP terms.
155		34	SLA	SLA for RCA for the incident/ticket raised Root Cause Analysis (RCA) for Priority-1 issues should be provided within 24 hours and for Priority-2 and 3 within 3 (Three) calendar days and preventive steps to be taken by Bidder	We propose to discuss the timelines & Applicability for S1 & Repeated S2. during contracting stage and mutually agree.	Bidder has to comply RFP terms.
156		34		SLA for Uptime Total penalty per year during the contract period shall not exceed more than 20% of the annual payout.	Bidder proposes below Overall LD/Penalties shall be capped at 5% of the delayed in scope deliverables/ 5% of monthly value during steady state period LD/penalties shall only be applicable if reasons are solely attributable to Bidder Bidder requests that LD once levied shall be the sole and exclusive remedy of Bank	Bidder has to comply RFP terms.

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157		35	Mean Time to respond	Mean Time to Rectify/Repair (Physical Infrastructure for new in scope applications)	Here the scope comes apart from DC and DR. Howmany such location should be considered? List of such locations required.	The Details will be shared with successful Bidder. Bidder has to comply RFP terms.
158		35	LD Clause	CBS and all Hardware/ Software supplied by the successful bidder for more than 15 minutes in a day	15 minuts is too short. If this is the expected then readily available replaceable spare should be kept within the premise itself which may add up the TCO.	Bidder has to comply RFP terms.
159	Section - C Deliverables & Service Level Agreements (SLAs)	35	Mean Time to Rectify/Repair (Physical Infrastructure for new in scope applications)	Not more than 2 hours in DC/DRC. Not more than 4 hours in other locations within 60 KM from Regional Offices Not more than 6 hours in locations where the distance exceeds 60 KM from Regional Offices	Bidder understands this is applicable for a) Application Monitoring Tool and b) PSP Testing Tool HW supplied by bidder. Please clarify?	Bidder has to comply RFP terms. Physical Infrastructure for new in scope applications will be applicable to supplied hardware/software of DC & DRC and for all other cases it will be as per the ITSM ticketing.

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160	Section - C Deliverables & Service Level Agreements (SLAs)	35	Change request LD	The LD will be levied separately per change request	What is the difference between "Customization/Change Request" LD and the "Change Request" LD i.e. LDs defined in page 33 and page 34.	<p>Change request is enhancement or modification of the existing features whereas Customization means new development.</p> <p>Eg: One Customization/Change request is given by Bank to SI and it requires 7 man days effort.</p> <p>a. If SI Completed the customization related work in 7 man days efforts and moved it to Production environment within 10 days, then Bank will not impose any Penalty.</p> <p>b. If SI Completed the customization related work in 7 man days efforts and moved it to Production environment on 13th day, then Bank will impose a penalty of ₹ 4500 (₹ 1500 * 3 days delay) for delay in production movement.</p>
161	Section C - Deliverables and Service Level	35	8. SLA for Uptime.	<p>Mean Time to Rectify/Repair (Physical Infrastructure for new in scope applications)</p> <p>Not more than 2 hours in DC/DRC.</p> <p>Not more than 4 hours in other locations within 60 KM from Regional Offices</p> <p>Not more than 6 hours in locations where the distance exceeds 60 KM from Regional Offices</p>	The proposed Hardware will be deployed in DC and DRC only. Request Bank to clarify why other locations such as Regional offices are mentioned in this clause.	Bidder has to comply RFP terms. Physical Infrastructure for new in scope applications will be applicable to supplied hardware/software of DC & DRC and for all other cases it will be as per the ITSM ticketing.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
162		35		Change Request: The Bidder should quote for 1000 man-days per year in the commercial BOM for Bid evaluation purpose and Bank shall release the payment for Change Request as per the man-day charges used and the number of man-days for each CR should be backed up with the transparent estimation model, productivity parameter and shall be on mutually agreed terms with the successful Bidder. In case of any delay in delivering the change request, financial penalty is applicable as per the SLA defined above.	Bidder needs to understand the intent of the same	Bidder has to comply RFP terms.
163	Section - C Deliverables & Service Level Agreements (SLAs)	37	9. Payment Terms	Payment shall be released within 30 days from submission of all the relevant documents approved by the Bank as per RFP terms.	Bidder request for below term : - Bank shall pay for all invoices within 30 days from date of invoice. Invoice shall be deemed to be accepted by Bank, unless dispute is raised within 7 days from date of receipt of such invoice. - Bidder request for Bidder's right to suspend the services or terminate the contract or both, in case of non payment of overdue amount for more than 30 days, by giving notice of 30 days - Bidder will charge interest @2% per month for any delay beyond due date for non-payment of invoices.	Bidder has to comply RFP terms.

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164	Section - C Deliverables & Service Level Agreements (SLAs)	37	9. Payment Terms	The invoices should be raised in the name of KaGB or KGB as specified in the Purchase Order and should be delivered to Canara RRB Project Office, South End Road, Bengaluru-560004	Bidder request for below terms : - Sponsored Bank has to take responsibility to provide payment with respect to RRB's as bidder will not chase RRB's for payment.	Bidder has to comply RFP terms.
165	A. RFP main document	38	10.1 Customization Charges	Si.No. 1/ UAT Sign-off after complying all the Bank observation in the UAT environment, Si. No. 2 / Successful movement of production in both DC and DRC and Go-Live of all the issues raised during the testing phase with Go live signoff Si.No. 3/ On successful resolution of all issues encountered post three months of go live signoff. Si. No. 1/ 40% of the Customization Cost Si.No. 2/ 50% of the Customization Cost Si.No. 3/ 10% of the Customization cost	Please considering the relaxation for the payment terms as <u>"Si.No.1/ 60% of the Customization Cost, Si.No.2/ 30% of the Customization Cost, Si.No. 3/ 10% of the Customization cost"</u>	Bidder has to comply RFP terms.

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166	Section - C Deliverables & Service Level Agreements (SLAs)	38	10.1 Customization Charges	Customization charges are applicable as per the Man days mentioned in Bill of Material (Annexure 17)	Bidder requests to consider following: 1. FSD Sign-off - 30% 2. UAT Sign-off - 40% 3. DC-DR Go-Live - 20% 4. Production Sign-off - 10%	Bidder has to comply RFP terms.
167	Section - C Deliverables & Service Level Agreements (SLAs)	38	10. Payment Schedules	a) Charges for Resident Engineers will be paid quarterly in arrears basis on production of undisputed invoices and attendance certificate counter-signed by Bank official.	Bidder request for below terms : - Payment shall be quarterly in advance	Bidder has to comply RFP terms.
168	Section - C Deliverables & Service Level Agreements (SLAs)	38	10. Payment Schedules	10.1 Customization charges	Bidder request for below terms : - Customisation charges shall be paid monthly basis based on actuals. No milestones should be attached on customisation fees	Bidder has to comply RFP terms.
169	A. RFP main document	38	10.Payment Schedules	Go live sign off for product /Licenses/Hardware is linked to implementation Go live?	To be clarified	Bidder has to comply RFP terms.
170	E. Annexure-17 BOM	38	10.Payment Schedules	ATS /warranty period to be clarified	To be clarified	Bidder has to comply RFP terms.

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171		38		<p>Charges for Resident Engineers will be paid quarterly in arrears basis on production of undisputed invoices and attendance certificate counter-signed by Bank official</p> <p>Payment shall be released within 30 days of submission undisputed-invoices & relevant documents as per RFP terms</p> <p>The payment will be subjected to satisfactory services rendered</p>	<p>Bidder seeks removal of lines/words in red</p> <p>Bidder proposes the following Billing Terms :- Supply of Hw/ Sw- Upon Delivery Implementantation- On milsstone basis Recurring /Resident Engineer changes - Quaterly in advance AMC/ATS - Yearly in advance</p>	Bidder has to comply RFP terms.
172		38		<p>If the Bidder is unable to implement the Application Performance tool as per the technical requirement and to the satisfaction of the Bank, the Bank at its discretion may hold the amount equivalent to the total cost of the respective tool from any payment due to the Bidder.</p>	Bidder proposes no withholding of invoices	Bidder has to comply RFP terms.

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173	A. RFP main document	39	<p>10.2. License and ATS Cost for Application/ Software Si.No. 1/ Delivery of Product Service Pack Testing tool and Application Monitoring tool License on the name of bank.</p> <p>Si.No. 2/ Successful completion and Go-Live of all the issues raised during the testing phase for both the applications with Go live signoff of Product Service Pack Testing tool and License on the name of bank.</p> <p>Si.No. 3/ On successful resolution of all issues encountered post three months of go live signoff of Product Service Pack Testing tool and Application Monitoring tool.</p>	<p>50% of License Procurement cost of Product Service Pack Testing tool and Application Monitoring tool</p> <p>40% of License Procurement cost of Product Service Pack Testing tool and Application Monitoring tool</p> <p>10% of License Procurement cost of Product Service Pack Testing tool and Application Monitoring tool</p>	<p>Please considering the relaxation for the payment terms as "70% of License Procurement cost of Product Service Pack Testing tool and Application Monitoring tool" "20% of License Procurement cost of Product Service Pack Testing tool and Application Monitoring tool" 10% of License Procurement cost of Product Service Pack Testing tool and Application Monitoring tool</p>	<p>Bidder has to comply RFP terms.</p>

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174	Section - C Deliverables & Service Level Agreements (SLAs)	39	10.2 License and ATS Cost for Application/Software	Product & License cost penalties	Bidder understands this clause will not be applicable for them as it is taking over of existing applications, DC & DR operations.	Bidder has to comply RFP terms.
175	Section - C Deliverables & Service Level Agreements (SLAs)	39	10.4. Infrastructure Hardware Procurement and AMC Cost	Infrastrure, HW & AMC delivery costs	Bidder requests following payment schedule. 1. Successful delivery of all the required hardware of the in scope new applications at DC and DRC. Verification of BOQ done by bank - 80% of the Hardware Procurement Cost 2. Post Installation of the required hardware at DC and DRC -10% of the Hardware Procurement Cost 3. On smooth running of the applications post three months of go live signoff and successful DR Drill - 10% of the Hardware Procurement Cost	Bidder has to comply RFP terms.
176	Appendix - K	39	List of Applications	This is for the Bidder's information purpose only. Currently Bank is having the below list of applications.	Need this critical information for resource planning & Costing 1. List provided in Annexure -2 is different from this list. Pls confirm which one to correct i.e., Annexure -2 or Appendices- K 2. Appendices- K states there few applications are under development. Pls share the details of the same for effort calculation purpose. 3. Bidder request Bank to provide the following details of all applications in the list. The details requested are Application Name, OEM, Name, Product Name, Version installed.	List of applications as mentioned in Annexure -2 is for this RFP and Appendix K is for the Bidders information purpose. For TCO calculation bidder to quote customization cost and provide resources as per the mentioned Bill of Material. The exact details will be shared with the successful bidder.

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177	Section - C Deliverables & Service Level Agreements (SLAs)	39	10. Payment Schedules	10.2. License and ATS Cost for Application/Software	<p>Bidder request for below modification/addtion in terms :</p> <ul style="list-style-type: none"> - Licenses including other Supporting Software License like (RDBMS, OS any Middleware.) - 100% payment should be made on delivery. - ATS - Bidder request bank to delete requirement of providing BG requirement with respect to ATS advance payment 	Bidder has to comply RFP terms.
178	Section - C Deliverables & Service Level Agreements (SLAs)	39	10. Payment Schedules	<p>10.3. Implementation / Installation Cost for Product Service Pack Testing Tool and Application Monitoring Tool</p> <p>1. Successful completion and Go-Live of all the issues raised during the testing phase for both the applications with Go live signoff - 100% of the Implementation Cost of Product Service Pack Testing Tool and Application Monitoring Too</p> <p>2. Successful installation of hardware component at DC and DRC100% of the Installation Cost of Hardware component at DC and DRC</p>	<p>Bidder request for Below payment terms :</p> <p>1. Implementation Cost of Product Service Pack Testing Tool and Application Monitoring Tool - Payment based on below milestones -</p> <ul style="list-style-type: none"> - PO Release - 10% of implementation cist - Project kick off - 20% of implementation cost - SRS sign off - 20% of implementation cost - UAT Sign-off - 40% of implementation cost - Go Live - 10% of implementation cost <p>2. Installation of hardware component - 50% at the beginning and remaining 50% on completion of installation</p>	Bidder has to comply RFP terms.
179	Section - C Deliverables & Service Level Agreements (SLAs)	39	10. Payment Schedules	Transition Services - Missing in the RFP	<p>Bidder request for below payment terms with respect to transition services :</p> <ul style="list-style-type: none"> -- 50% at the beginning and remaining 50% on completion of installation 	Bidder has to comply RFP terms.

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180		39	10.2 (1,23) License and ATS Cost for Application/So ftware	Delivery & installation of Product Service Pack Testing tool: 50/40/10 - not acceptable	Payment terms to be modified as 70%, 20% and 10%	Bidder has to comply RFP terms.
181		39	10.2 (4,5)	Delivery & Installation of Supporting Software License like (RDBMS, OS any Middleware.) to bank : 50/50	Payment terms to be modified as 80% and 20%	Bidder has to comply RFP terms.
182		39		10.2. License and ATS Cost for Application/Software 10.3 Implementation / Installation Cost for Product Service Pack Testing Tool and Application Monitoring Tool 10.4. Infrastructure Hardware Procurement and AMC Cost	Bidder proposes the following Billing & Payment Terms :- Supply of Hw/ Sw- Upon Delivery Implementantation- On milsstone basis Recurring /Resident Engineer changes - Quaterly in advance AMC/ATS - Yearly in advance -Payments are due from date of receipt of invoice and payable within thirty (30) days of date of invoice. In the event of late payments, XXXX reserves the right to charge a late payment fee @ 2% per month on the overdue amounts, in addition to the right of suspension of services or termination till the overdue amounts are paid	Bidder has to comply RFP terms.
183	Section - C Deliverables & Service Level Agreements (SLAs)	40	11. Onsite Resources and Support	11.13. Bank at its discretion can remove the resources deployed by giving a notice of 1 month.	Bidder is requesting to extend the resource replacement to 3 months.	Bidder has to comply RFP terms.
184	Section - C Deliverables & SLAs	40	10. Payment Schedules	10.4. Infrastructure Hardware Procurement and AMC Cost	Bidder request for below modification/addtion in terms : - Infrastructure Hardware - 100% payment should be made on delivery. - AMC - Payment should be made annually in advance	Bidder has to comply RFP terms.

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185	A. RFP main document	40	Point 11.4	In case the performance of the Bidder /their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may take suitable action accordingly.	Timeline is not quantified	Bidder has to comply RFP terms. It will be decided upon mutual discussion with successful bidder.
186	11. Order Cancellation /Termination of Contract	41	SECTION F - OWNERSHIP &AWARDING OF CONTRACT	11. Order Cancellation/Termination of Contract	11.1, 11.2, 11.3 and 11.4 - The Bank may terminate the contract only in the event the bidder is unable to cure a material breach within the notice period of (90) days provided under a written notice. Upon termination of the contract the Bidder shall be paid for services rendered and products delivered up till the effective date of termination including work in progress. The Bank will have the step-in rights only if the Bidder is unable to perform its obligations due to reasons solely attributable to the Bidder. The maximum amount payable by the Bidder to the Bank or any other vendor appointed by the Bank under this clause for providing services to the Bank should be mutually agreed in writing by the parties.	Bidder has to comply RFP terms.

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187	Section - C Deliverables & Service Level Agreements (SLAs)	41	12. Exit Option	12.3. Any other situation, which warrants cancellation of the contract, which may otherwise adversely affect the interest of the Bank.	Could you please state couple of examples?	Bidder has to comply RFP terms.
188	Section - C Deliverables & Service Level Agreements (SLAs)	41	12. Exit Option -	12. Exit Option The Bank reserves the right to cancel the entire contract or part thereof, by giving 180 days' notice or as mentioned elsewhere in the RFP (whichever is applicable) in the event of happening of one or more of the following conditions mentioned below: 12.1. Discrepancy in services provided or the performance levels agreed upon or fraudulent practices, which have an impact on the functioning of the Bank. 12.2. Total value of penalties arising of the SLA clauses defined in Section C accounting for more than 20% of the of the proportionate Annual Contract Value in one year during the contract period. 12.3. Any other situation, which warrants cancellation of the contract, which may otherwise adversely affect the interest of the Bank. 12.4. In case of any IT security breaches observed which has an impact on the functioning of the Bank's risk.	Bidder request for below modification / deletion in clause : - Bank shall provide 180 days notice period including 30 days as cure period in case of any major material breach solely attributable to Bidder, before termination.	Bidder has to comply RFP terms.

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189		41		12.2 Total value of penalties arising of the SLA clauses defined in Section C accounting for more than 20% of the of the proportionate Annual Contract Value in one year during the contract period.	So penalty capping is 20% , whatever penalties clauses are there it would be nullified if penalty reached 20% of Annual contract value	Bidder has to comply RFP terms.
190	A. RFP main document	41	12.4 Exit Management	Notwithstanding the existence of a dispute, and/ or the commencement of arbitration proceedings, the Bidder shall be expected to continue the services. The Bidder is solely responsible to prepare the detailed Reverse Transition plan. However, the Bank shall have the sole decision to determine whether such plan has been complied with or not.	Penalty on exit management to be removed	Bidder has to comply RFP terms.
191		41		In case of any abnormal activity done by the resource which hampers the business or any system of the Bank, the Bidder shall be responsible to compensate as per the SLA matix the actual loss	Bidder seeks removal of lines/words in red	Bidder has to comply RFP terms.

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192		41		<p>Exit Option The Bank reserves the right to cancel the entire contract or part thereof, by giving 180 days' notice or as mentioned elsewhere in the RFP (whichever is applicable) in the event of happening of one or more of the following conditions mentioned below</p> <p>Please note that the Bank shall also have the right to exit the contract at its own discretion without assigning any reason by giving a notice period of 180 days</p>	<p>In case of any termination event, Bank shall pay XXXX for all the products and Services provided up to the effective date of termination, in addition for products which are in transit or orders already placed with respective OEMs, prepaid expenses (AMC, Subscription, support) and value of unamortized investments made by XXXX and any expenses including wind down costs XXXX incurs through termination. Non-payment is also a material breach</p> <p>Bidder clarifies XXXX should also have a right to terminate for non payment with 30 days notice to Bank</p> <p>Bank will pay termination fee at the rate of 5% of remaining contract value in case of termination for convenience by Bank</p>	Bidder has to comply RFP terms.
193		42		<p>13.1.6. Plans for training of the Replacement Bidder/ Bank staff to run the operations of the project. This training plan along with the training delivery schedule should be approved by the Bank. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of selected Bidder.</p>	<p>We will share all process with Bank but we will not share the command to perform activity as its our intellectual property. So there will be no question at the time of signoff provide</p>	Bidder has to comply RFP terms.

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194		42		13.1. Exit Management Plan	Bidder clarifies any transition /services /shadow support shall be subject to advance payment for such services	Bidder has to comply RFP terms.
195		43		13.1.10. The Bidder will provide shadow support for a minimum of 180 days or as decided by the Bank before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Bank.	We will provide the support till the end of contract means 31-03-2026. No support will be entertained after project contract end day. If need to support extra two quarter , consecutive bill will be claimed	Bidder has to comply RFP terms.
196		43		13.1.12. Bidder must ensure closing off all critical open issues, any audit observation as on date of exit. All other open issues as on date of Exit shall be listed and provided to Bank.	If any Audit issue or other critical issues unable to close due to dependencies from other team/Bank /Bank's vendor .then at the exit time it can not been closed	Bidder has to comply RFP terms.
197		43		13.1.13. The Bidder needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.	It's a open statement ,need to clarify on this	Bidder has to comply RFP terms.
198		43		14.1. The Bidder shall provide necessary knowledge transfer and transition support to the satisfaction of the Bank. The deliverables as indicated below but not limited to:	We will share all process with Bank but we will not share the command to perform activity as its our intellectual property.	Bidder has to comply RFP terms.
199		43		14.8. Hand-over of the user IDs, passwords, security policies, scripts to replacement System Integrator	Script is the intellectual property of Bidder, so it would not be handed over to any , only process will be handed over	Bidder has to comply RFP terms.

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200	A. RFP main document	44	Section C - Clause 15.4	The Bank also reserves the right to change the locations of CBS helpdesks/ Call Center agents at its discretion.	Work location of all the resources would be canara RRB DC site ? If there is change for call center and help desk resources , let us know the location	<p>Please refer below:</p> <ol style="list-style-type: none"> 1. Location - At present it is as mentioned below: For KaGB - anywhere in Karnataka. For KGB - anywhere in Kerala. In the future, the placement of resources will be at the discretion of the Bank's Management. 2. At present the call center's of KaGB are situated at Chitradurga, Bengaluru - Karnataka and for KGB at Kannur, Kerala. 3. Yes, Bank will provide the required Infrastructure. <p>Bidder has to comply with RFP terms.</p>

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201	16. Defect Liability	44	Clause 16 - Defect Liability	16. Defect Liability	<p>In case any of the supplies and hardware components delivered for in scope new applications under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the warranty period of the contract, the selected Bidder shall forthwith replace/make good such defective supplies at no extra cost to the Bank without prejudice to other remedies as may be available to the Bank as per RFP bid terms.</p> <p>The Bidder submits that non-XXXX products are sold under the Agreement as-is, without warranties of any kind. Warranties on Non-XXXX products shall be as provided by the OEM/OSM.</p>	Bidder has to comply RFP terms.
202		44		15.3. The subcontract may be accepted only for resources deployed in L1/ helpdesk/ call center agent at Bank's own discretion. If bank desires, the bidder has to deploy their on-roll employees.	Bank need to confirm during pricing as cost is different for on-roll and partner resource	Bidder has to comply RFP terms.
203		44		15.4. The Bank reserves the right to increase or decrease the number of resources agent depending on its requirements at the Bank. The Bank also reserves the right to change the locations of CBS helpdesks/ Call Center agents at its discretion.	It should be informed 2 months prior to change the location because some people might not ready to change their location , so in place of him/her we have to rehire	Bidder has to comply RFP terms.

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204	A. RFP main document	44	14.12.Training and Handholding	During Reverse transition Bank will not pay any additional cost to the Bidderfor doing reverse transition	Clause to be added-In the event of termination by Bank, the Bidder shall be paid for the: a) Goods delivered b) Services rendered c) Work in progress d) Unpaid AMC/Services	Bidder has to comply RFP terms.
205		44	Section C	16 Defect Liability	Bidder wishes to clarify- Any supply of OEM /thirdparty Software shall be on as is basis and all guarantee, warranties, indemnities shall be strictly on a pass through basis.	Bidder has to comply RFP terms.
206		44	17	VAPT and Other Audits	Bidder wishes to clarify- Cost related information, other propreitory informany and Confidential information shall not be subject to Audit. Except regulatory audits, the number of audits shall be limited to one for calendar year and restrcited to only information related to services rendered and places where the services being rendered, during business hours.	Bidder has to comply RFP terms.
207	Section - C Deliverables & Service Level Agreements (SLAs)	45	18. DR Drill Switchover/Fa ilover	18.1. Bidders need to perform DR drill/failover (Switch over and Switch back) for all in-scope applications with coordination with infrastructure SI as specified in Bank's BCP policy/regulatory guidelines in every calendar quarter during the contract period.	Could please share about the KaGB DC&DR drill sample plan?	Bidder has to comply RFP terms. The plan will be shared with the successful bidder.
208		45		17. VAPT and Other Audits: *The above timelines may change based on compliance to the guidelines/orders of Auditor.	At least 7 working days needed for critical . If resolution require within very short time so SLA \Penalty will not be accepted due to any new issue for fixing this VAPT & other audits point as team will not get sufficient time to check	Bidder has to comply RFP terms.

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209		45		18.11. Maintenance and readiness of all active and passive Infrastructure and network for DR switchover or failover.	Infrastructure and network for DR will not be in scope of Application bidder	Network & Security devices will be handled by Bank's independent system integrator. Successful bidder is expected to give suggestions for upgradation/replacement of the existing Hardware/Software/OS network/security devices/etc., for smooth functioning of all the SOW items mentioned in this RFP.
210		45		18.12. Bidder should ensure the DC, DR and NDR application, database & storage replication. The Bidder is expected to provide appropriate data replication strategy and technology recommendation to replicate data across sites. Bidder should be able to implement & support both Synchronous & Asynchronous replication, database, storage mirroring based on the requirements.	Storage replication will not under bidder scope. Only database replication will be in-scope, if replication not happening due to network or storage , concern team will take care	Bidder has to comply RFP terms.
211	A. RFP main document	46	Section C - Clause 19.5	Report Help Desk statistics, including first call resolution, abandonment rate, incident accuracy and resolution, average speed of answer, and contact method and type	Will there be a separate tool for help desk management or is it common for infrastructure and application. What is the current tool in use and who will be managing the common helpdesk in case it is same for infrastructure and applications.	Bank is having ITSM tool. All the helpdesk tickets will be raised either in the automated manner or manual mode and it should be resolved by the successful bidder as per the TAT.

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212	A. RFP main document	46	Section C - Clause 19.5		Many of the reports are to be done by the INFRA team . Ownership of sharing the reports would be with application support, we need to coordinate with the INFRA team and share the required reports. Please confirm the understanding	Bidder has to comply RFP terms.
213	Section - C Deliverables & Service Level Agreements (SLAs)	46	19. Reports	19.1. The below mentioned reports are the suggested list of reports (and not limited to) which the Bidder should provide during the contract period.	Bidder understands from the statement " (and not limited to) " that KaGB may ask additional reports from time to time. Could you pls share further details in this regard?	Bidder has to comply RFP terms.
214	Section - C Deliverables & Service Level Agreements (SLAs)	46	19. Reports	19.5 Below are some of the reports but not limited to that the Bidder needs to abide by for the entire contract period.	Bidder requests following information 1. Each report is single and there are no sub-reports within them in particular in the case of Regulatory reports 2. Each individual report template will be shared at the time of transition process 3. Additional reporting effort will not be more than 5%?	Bidder has to comply RFP terms.
215	Section - C Deliverables & Service Level Agreements (SLAs)	46	19. Reports	The below mentioned reports are the suggested list of reports (and not limited to) which the Bidder should provide during the contract period.	As per Bidder's understanding, the Infrastructure related reports mentioned in this section should be excluded from the list, as FMS services for infrastructure is out of scope of the RFP. Please confirm our understanding.	Bidder has to comply RFP terms.
216		46	19. Report	1. Interface Utilization Report	will not under scope of Application & DB vendor	Bidder has to comply RFP terms.
217		46	19. Report	2.Device Failover Report	will not under scope of Application & DB vendor	Bidder has to comply RFP terms.
218		46	19. Report	4. Health Report	Server related parameter will not under scope of Application & DB vendor	Bidder has to comply RFP terms.
219		46	19. Report	5. SAN Health Checkup report	will not under scope of Application & DB vendor	Bidder has to comply RFP terms.

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220		46	19. Report	6.Backup logs and reports	backup logs for (Servers, VM's) will not under scope of Application & DB vendor	Bidder has to comply RFP terms.
221		46	19. Report	8. Security Device Performance Report	will not under scope of Application & DB vendor	Bidder has to comply RFP terms.
222		46	19. Report	9. Patching	Only Application\Middleware \Database patching will be mange by bidder. As VM, OS will not under scope of Application & DB vendor	Bidder has to comply RFP terms.
223		46	19.5: Reports expected from Bank	S/N 4, 5, 6,8,9,10,11 etc.	<ul style="list-style-type: none"> Is option available to generate Interface Utilization Report, Device Failover Report, Security Device Performance Report, Vulnerabilities etc. List of reports mentioned in column F - Why these reports are expected from an Application support SI. These should be responsibility of Infra support vendor 	Bidder has to comply RFP terms.
224		47	19. Report	11. Daily Issues Report	Server& Network will not under scope of Application & DB vendor	Bidder has to comply RFP terms.
225		47	19. Report	15. Training Reports	What kind of training require for bank team	Bidder has to comply RFP terms.
226	Section - C Deliverables & Service Level Agreements (SLAs)	48	20. Escrow arrangement during Contract Period	20.1. The Bidder shall inform the Bank about the software if any developed by the Bidder/anyone supplying through the Bidder and customized to the requirements of the Bank.	The developers will be working out of KaGB premises and not sure the reason for asking Escrow arrangement?	Bidder has to comply RFP terms.
227	Section - C Deliverables & Service Level Agreements (SLAs)	48	Section 15	15.1 Subcontract will not be encouraged due to sensitivity of the data handling and applications. 15.3. The subcontract may be accepted only for resources deployed in L1/ helpdesk/ call center agent at Bank's own discretion.	Considering the various applications with many key OEM specific skills also, request Bank to consider allowing subcontracting for L2/L3 helpdesk roles too.	Bidder has to comply RFP terms.

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228		48		Escrow arrangement during Contract Period	<p>Legal to review</p> <p>Please clarify if our understanding is correct.</p> <p>1. Since the CBS is taken directly by the bank, the bank would have a direct escrow mechanism with the OEM.</p> <p>2. The best practice in the industry is to have the escrow between the bank and the OEMs; hence, the escrow arrangement can be between the bank and the respective OEMs. The bidder will facilitate the same, with costs to be borne by the respective OEMs.</p>	Bidder has to comply RFP terms.
229	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	49	20.3 and 20.4	<p>20.3. The escrow will be released to the Bank in the event of the Contract being terminated for either default or Insolvency of the Bidder or should be Bidder cease or give notice of intention to cease to provide maintenance or technical support services for the software as required by the contract. The release will be affected by the agent within 15 days of receipt of written demand from the purchaser, therefore.</p> <p>20.4. The cost of verification of the software payable to Escrow Agent and annual subscription fee shall be payable by the selected bidder or owner of the software meaning that Bank shall not be liable to pay any amount to Escrow Agent taking from verification to its annual subscription to updation fee.</p>	<p>Bidder request minor modifications to both 20.3 and 20.4.</p> <p>20.3 ---The escrow will be released to the Bank in the event of the Contract being terminated for either default or Insolvency of the Bidder or should be Bidder cease or give notice of intention to cease to provide maintenance or technical support services for the software as required by the contract. The release will be affected by the agent within 30 15 days of receipt of written demand from the purchaser, therefore.</p> <p>20.4. The cost of verification of the software payable to Escrow Agent and annual subscription fee shall be payable by the <u>Bank selected bidder or owner of the software meaning that Bank shall not be liable to pay any amount to Escrow Agent taking from verification to its annual subscription to updation fee.</u></p>	Bidder has to comply RFP terms.

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230	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	49	20.6	20.6. The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from other. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.	Bidder request minor modifications to 20.6 20.6. The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from other. <u>The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.</u>	Bidder has to comply RFP terms.
231		55	7. Earnest Money Deposit (EMD) / Bank Guarantee in lieu of EMD:	7.6. The EMD may be forfeited / Bank Guarantee may be invoked :ii. If the selected bidder fails to accept the purchase order within 7 days for fails to sign the contract or fails to furnish performance bank guarantee in accordance with the terms of the RFP.	7 days time is very less, at least 14 business days needed	Bidder has to comply RFP terms.
232		55	section D	7 EMD	Bidder wishes to clarify- EMD forfeiture shall not be triggered on account of submission of devaiatons or for withdrawal of bid.	Bidder has to comply RFP terms.
233		60	3.3. Part - B: Technical Proposal:	L = TCO by the vendor for period of 7 years	Why 7 years, it should be 5 years	Please refer Amendment No 1

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234	RFP Main Document	62	Section E	The proposed CBS application should have been Implemented successfully and Ongoing Support by the bidder in any Scheduled bank(s) with minimum 250 branches per bank and at least 1000 branches (altogether) in last 5 years	This clause is restrictive to the OEM partners who have started implementation in the last 2-3 years. Request Bank to modify it as under : The proposed CBS application should have been managed for Ongoing Support by the bidder in any Scheduled bank(s) in last 5 years	Please refer Amendment No 1
235		62	3.3. Part - B: Technical Proposal:	<p>Technical Evaluation: 1. Bidders Capability - A) The Bidder should be Certified Implementation /coding /customization Partner of OEM (Infosys/ EdgeVerve) for Finacle implementation, customization and should have provided support for the Finacle 10.x version in any Scheduled bank(s) with minimum 250 branches per bank and at least 1000 branches (altogether) in last 5 years. (15 Marks)</p> <p>If the bidder is only providing Finacle CBS application support (10.x version) to scheduled Bank(s) then the above two scoring criteria will be valid for the Bidder with an additional clause that it has to mandatorily provide Ongoing Support to at least 2000 Branches (all together)</p>	<p>We request the following amendment: A) The Bidder/core banking partner should be Certified Implementation /coding /customization Partner of OEM (Infosys/ EdgeVerve) for Finacle implementation, customization and should have provided support for the Finacle 10.x version in any Scheduled bank(s) with minimum 250 branches per bank and at least 1000 branches (altogether) in last 5 years. (15 Marks)</p> <p>If the bidder/core banking partner is only providing Finacle CBS application support (10.x version) to scheduled Bank(s) then the above two scoring criteria will be valid for the Bidder with an additional clause that it has to mandatorily provide Ongoing Support to at least 2000 Branches (all together)</p>	Please refer Amendment No 1
236		62	3.3. Part - B: Technical Proposal:	<p>Technical Evaluation: 1. Bidders Capability - B) The Bidder should have undertaken at least two(2) Application</p>	We request the following amendment: B) The Bidder/ core banking partner should have undertaken at least two(2) Application Management services for Surround applications (Internet Banking, Mobile	Please refer Amendment No 1

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				Management services for Surround applications (Internet Banking, Mobile Banking with IMPS and UPI,PFMS,AML, CTS, SFMS,LOS,LMS) any of the commercial/Scheduled banks during last three financial years. (15 Marks)	Banking with IMPS and UPI,PFMS,AML, CTS, SFMS,LOS,LMS) any of the commercial/Scheduled banks during last three financial years. (15 Marks)	
237		63	3.3. Part - B: Technical Proposal:	Technical Evaluation: 1. Bidders Capability C) The Bidder should have prior experience in providing L1 and L2 resources for Application Support services for at least One(1) commercial/Scheduled banks in India during last three financial years. (10 Marks)	We request the following amendment: C) The Bidder/ core banking partner should have prior experience in providing L1 and L2 resources for Application Support services for at least One(1) commercial/Scheduled banks in India during last three financial years. (10 Marks)	Please refer Amendment No 1
238	Section - E: Selection of Bidder	64	Technical Evaluation:	Proposed Manpower Deployment (30 Marks)	Request to include any science graduation also along with B. Tech	Please refer Amendment No 1
239	Section - E: Selection of Bidder	64	Technical Evaluation:	Proposed Manpower Deployment: Project Manager: • Project Manager - Project Manager having 15+ years of Experience and Graduate in Engineering /MBA/ PGDCM/ MCA/ B.E. / B.Tech. or equivalent or higher qualification.	Request bank to consider Graduates in Science or Commerce also to be eligible for the Role. Project Manager - Project Manager having 15+ years of Experience and Graduate in Engineering /MBA/ PGDCM/ MCA/ B.E. / B.Tech/ Science/Commerce . or equivalent or higher qualification.	Please refer Amendment No 1

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240		64	2	Experiences of various roles	Can you please consider the below experiences? 1. Project Manager - 10+ Years without certifications (ofcourse they will have hands on experiences of handling similar projects) 2. Technical Lead - 7+ Years without certifications 3. L2 Support - 3+ Years	Bidder has to comply RFP terms.
241	RFP Main Document	64	Section E	<p>D) The bidder should have an average annual turnover minimum ₹. 12 Crore during last three financial years (i.e., 2021-22, 2022-23, 2023-24). (10 Marks)</p> <ul style="list-style-type: none"> • The Bidder should have an average annual turnover minimum ₹. 10 Crore during last three financial years (i.e., 2021-22, 2022-23, 2023-24). (7 Marks) • The Bidder should have an average annual turnover minimum ₹. 15 Crore during last three financial years (i.e., 2021-22, 2022-23, 2023-24). (8 Marks) • The Bidder should have an average annual turnover minimum ₹. 20 Crore during last three financial years (i.e., 2021-22, 2022-23, 2023-24). (10 Marks) 	<p>RFP Clause C2.2 page 89 gives relaxation to MSEs in respect of turnover.</p> <p>In the same spirit Bank may please assign full marks to MSEs with more than 10 Cr avg turnover so that technically capable MSEs are not at dis-advantage on the basis of turnover.</p>	Bidder has to comply RFP terms.

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242	Section - E: Selection of Bidder	64	Technical Evaluation:	Proposed Manpower Deployment: Technical Lead- Having 7+ years of Experience and Graduate in Engineering /PGDCM /MBA/ MCA/PGDGM / BE/B.Tech in Computer Science & Engineering or equivalent or higher qualification.	Request bank to consider Graduates in Science or Commerce also to be eligible for the Role. Technical Lead- Having 7+ years of Experience and Graduate in Engineering /PGDCM /MBA/ MCA/PGDGM / BE/B.Tech in Computer Science & Engineering/ Science/Commerce or equivalent or higher qualification.	Please refer Amendment No 1
243	2 Proposed Man power	66	Section E Selection of Bidders	2 Proposed Man power	C The L2 resource for Finacle CBS should be minimum B.E/B.Tech (Bachelors of Engineer/technologies). - Request the clause to be as follows : The L2 resource should be minimum graduate (B.sc, B.Tech, B.E, B.Com etc).	Please refer Amendment No 1
244	Section - E: Selection of Bidder	66	Technical Evaluation:	Proposed Manpower Deployment: L2 Support for Finacle CBS and Finacle Integrator - Having 5+ years of Experience and Graduate in Engineering /MBA/ PGDCM/ MCA/ B.E. / B.Tech. in Computer Science/Electronic & Tele-communication & or equivalent or higher qualification. L2 Support for Finacle CBS and Finacle Integrator - Having 3+ years of Experience and Graduate in Engineering /MBA/ PGDCM/ MCA/ B.E. / B.Tech. in Computer Science/Electronic & Tele-communication & or equivalent or higher qualification.	Request bank to consider Graduates in Science or Commerce also to be eligible for the Role. L2 Support for Finacle CBS and Finacle Integrator - Having 5+ years of Experience and Graduate in Engineering /MBA/ PGDCM/ MCA/ Science/Commerce/ B.E. / B.Tech. in Computer Science/Electronic & Tele- communication & or equivalent or higher qualification. L2 Support for Finacle CBS and Finacle Integrator - Having 3+ years of Experience and Graduate in Engineering /MBA/ PGDCM/ MCA/ Science/Commerce/ B.E. / B.Tech. in Computer Science/Electronic & Tele- communication & or equivalent or higher qualification.	Please refer Amendment No 1

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245	Section -F Ownership & Awarding of Contract	70	9. Payment Terms	If the Bidder is unable to implement the Application Performance tool as per the technical requirement and to the satisfaction of the Bank, the Bank at its discretion may hold the amount equivalent to the total cost of the respective tool from any payment due to the Bidder.	Bidder request for deletion of this clause	Bidder has to comply RFP terms.
246		70		Bid Validity Period: The Offer submitted and the prices quoted therein shall be valid for 180 days from the date of opening of commercial bid. Bid valid for any shorter period shall be rejected by the Bank.	Bidder requests to keep 180 days form date of submission instead of opening of Bid	Bidder has to comply RFP terms.
247		71	Section F; 5. <u>Award of Contract:</u>	1.1. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted.	7 days time is very less, at least 14 business days needed	Bidder has to comply RFP terms.
248		71	Section F; 7. Project Execution	The project manager nominated by the bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order.	7 days time is very less, at least 10 business days needed	Bidder has to comply RFP terms.

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249	A. RFP main document	71	Effective date	The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order.	Should we need 14 days to accept?	Bidder has to comply RFP terms.
250	Section -F Ownership & Awarding of Contract	72	8 Security Deposit / Performance Bank Guarantee:	<p>8 Security Deposit / Performance Bank Guarantee:</p> <p>8.1. The successful bidder should submit a Security Deposit / Performance Guarantee as specified in Bid Schedule (10 % of Total Order Value) within 28 days from the date of issue of Purchase Order.</p> <p>8.5. Security Deposit/Performance Bank Guarantee should be valid for Total Contract Period from the date of acceptance of the solution by the bank and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of Three months from the last date of validity.</p> <p>8.8. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.</p>	<p>Bidder request for below terms :</p> <ul style="list-style-type: none"> - Performance Bank Guarantee (PBG) of 3% of the total annual value of contract and to be renewed every anniversary on subsequent annual value. We also request the PBG will be provided only till contract expiration - Bank shall invoke the PBG only on occurrence of material breach and after the Bank provides a 30 days cure period to the bidder to rectify the material breach for which the PBG is sought to be invoked. 	Bidder has to comply RFP terms.

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251	Section -F Ownership & Awarding of Contract	72	8 Security Deposit / Performance Bank Guarantee:	. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the TCO amount (Exclusive of Taxes) plus GST will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value (Exclusive of Taxes) plus GST.	Bidder request for below term : - Bidder request for deletion of this clause	Bidder has to comply RFP terms.
252		72	8	Security Deposit/ Performance Bank Guarantee	PBG shall be triggered only in the event of material breach solely attributable to the Bidder.	Bidder has to comply RFP terms.
253	Appendix - J SERVICE LEVEL AGREEMENT and Section-G General Conditions	73	11.1 of SECTION F - OWNERSHIP & AWARDING OF CONTRACT	11.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions: 11.1.3. Serious discrepancies noted in the items supplied during inspection.	Bidder request minor modification for clause 11 11.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions: 11.1.3. Serious material discrepancies noted in the items supplied during inspection. 11.2. The Bank reserves the right to cancel the contract placed on the selected bidder	Bidder has to comply RFP terms.

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				11.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances: 11.2.1. Excessive delay in execution of order placed by the Bank. 11.2.5. The progress made by the selected bidder is found to be unsatisfactory.	and recover expenditure incurred by the Bank on the following circumstances: <u>11.2.1. Excessive delay in execution of order placed by the Bank.</u> <u>11.2.5. The progress made by the selected bidder is found to be unsatisfactory.</u>	
254	Section -F Ownership & Awarding of Contract	73	11. Order Cancellation/Termination of Contract:	11.6. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.	Bidder request for deletion of this clause	Bidder has to comply RFP terms.
255		73	8 Security Deposit / Performance Bank Guarantee:	If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the TCO amount (Exclusive of Taxes) plus GST will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value (Exclusive of Taxes) plus GST	Bidder seeks relaxation of penalty clause on PBG	Bidder has to comply RFP terms.

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256		73		From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank	Bidder requests the same to be bi lateral , in case of any increase same to be charged to bank	Bidder has to comply RFP terms.

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257		73		<p>11. Order Cancellation/Termination of Contract: 11.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions: 11.1.1. Non submission of acceptance of order within 7 days of order. 11.1.2. Delay in delivery of hardware/software/ services/licenses/solution in the specified period. 11.1.3. Serious discrepancies noted in the items supplied during inspection. 11.1.4. Breaches in the terms and conditions of the Order. 11.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances: 11.2.1. Excessive delay in execution of order placed by the Bank. 11.2.2. The selected bidder commits a breach of any of the terms and conditions of the bid. 11.2.3. The bidder goes in to liquidation voluntarily or otherwise. 11.2.4. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid. 11.2.5. The progress made by the selected bidder is found to be unsatisfactory</p> <p>In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder</p>	<p>Bidder seeks deletion of lines marked in red</p> <p>In case of any termination event, Bank shall pay XXXX for all the products and Services provided up to the effective date of termination, in addition for products which are in transit or orders already placed with respective OEMs, prepaid expenses (AMC, Subscription, support) and value of unamortized investments made by XXXX and any expenses including wind down costs XXXX incurs through termination. Non-payment is also a material breach</p> <p>Bidder clarifies XXXX should also have a right to terminate for non payment with 30 days notice to Bank</p> <p>Bank will pay termination fee at the rate of 5% of remaining contract value in case of termination for convenience by Bank</p>	<p>Bidder has to comply RFP terms.</p>

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258		73	11	Order Cancellation /termination of Contract	<p>Bidder wishes to clarify -</p> <p>Order termination or cancellation shall be limited to material breach solely attributable to Bidder. The cure period shall be prescribed in the contract and mutually agreed upon by the parties. Client will be liable to pay all expenses incurred on account of termination (amortisation, termination fee or any other expenses) and for services rendered till date of termination.</p> <p>Any reference to "unsatisfactory" performance shall be mandatorily linked to clear and prescribed milestones/criteria as set out in the SoW or contract.</p> <p>Bidder wishes to clarify that risk purchase/ step in is not allowed. Client can choose to terminate in this event. No partial termination/step in is agreeable.</p>	Bidder has to comply RFP terms.
259		74		After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank	Bidder seeks deletion of the clause	Bidder has to comply RFP terms.

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				may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.		
260	Section- G General Conditions	75	2. Roles and Responsibilities during Project Implementation:	2.1 All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning, monitoring and maintenance during contract period etc., shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.	Bidder understands all other workplaces other Bangalore corporate office are accesses through remote connectivity. Could you pls brief why this clause is required?	Bidder has to comply RFP terms.
261	Section- G General Conditions	76	5. Responsibility for Completeness:	5.1. The selected bidder shall ensure that the Solution provided [Hardware/ Software/licenses etc.] meets all the technical and functional requirements as envisaged in the scope of the RFP.	Bidder understands Bank has a process in to provide Sign-Off after completing any task.	Understanding is correct. Bidder has to comply RFP terms.
262	Section-H Purchase Preference	76	Annexure - 2 Scope of Work & Technical Specifications	The bidder has to supply application monitoring tool of Finacle CBS application along with performance testing on the periodical manner.	What is the scope of this performance testing? What is the frequency of testing required? Also please clarify whether this is for CBS system alone or performance testing is required for any other application? Please clarify	Bidder has to comply RFP terms.

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263	A. RFP main document	76	Point number 4.3	In case the performance of the Bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The selected Bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the Bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/ employees on its own.	2 month's time for replacement	Bidder has to comply RFP terms.
264	6. Inspection of Records	77	SECTION G - GENERAL CONDITIONS - 6. Inspection of Records	Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Bank under this RFP and the selected bidder shall extend all cooperation in this regard.	The Bidder proposes that periodicity of audits/inspections should not exceed more than once each calendar year. Bank shall give 30 days prior written notice to the supplier. Audits should be only in relation to services provided by the supplier under the contract during the preceding twelve (12) months. Audit should take place only during normal business hours and such audit should not interfere with supplier's ability to perform the services in accordance with the contract. However, in case there are more than one audit required due to regulatory reasons such as from RBI, the same shall be accommodated subject to confidentiality of price sensitive data.	Bidder has to comply RFP terms.

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265	7. Negligence	77	SECTION G - GENERAL CONDITIONS 7. Negligence	In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.	The Bidder clarifies that in the event the selected Bidder neglects to execute the work or refuses or neglects to comply with its obligations under this RFP, then the Bank shall give the bidder ninety (90) days written notice to cure such material breach. The Bank may terminate the contract only in the event the bidder is unable to cure such material breach within the said notice period of 90 days.	Bidder has to comply RFP terms.
266	Section- G General Conditions	77	8. Assignment:	8.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Agreement shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the bank and vendor under this RFP.	Bidder understands any additional effort towards this the bank will issue separate CR for the delta effort?	Bidder has to comply RFP terms.

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267	Section- G General Conditions	77	10. Insurance	The Hardware (as per scope) to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such	Bidder understands the new HW insurance will under scope of the bidder. The existing HW insurance will be out of scope for this RFP.	Bidder has to comply RFP terms.
268	Section-H Purchase Preference	77	Annexure - 2 Scope of Work & Technical Specifications	The bidder has to supply application monitoring tool of Finacle CBS application along with performance testing on the periodical manner.	If performance testing is required, whether there is a separate performance testing infrastructure available for bidder to carry out performance testing? Please confirm	The existing infra setup of CBS & allied applications should be thoroughly verified by the successful bidder in the initial stage itself and thereafter at periodical intervals as mentioned in the RFP. For this, whatever solution/ tools/ hardware/ software/etc., is/are required has to be deployed by the successful bidder. However all the deliverables proposed under this RFP should be delivered and appropriate terms and conditions should be complied by the bidder. Also, capacity building, performance testing and infra audit should be carried out as per the RFP terms.

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269	Section-H Purchase Preference	77	Annexure - 2 Scope of Work & Technical Specifications	List of Current Applications:	Bidder request Bank to clarify whether all the applications in the current application list to be supported by bidder or any application is excluded from the Bidder scope. Please clarify.	Bidder has to comply RFP terms.
270		77		Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software, licenses and services provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard	Bidderclarifies it shall not be obligated to share any information relating to Bidder's costs, Bidder proprietary data, confidential information of Bidder's other customers and internal audit reports of the Bidder. - Legal to review	Bidder has to comply RFP terms.
271		77		8. Assignment: 8.1. The vendors shall not assign to anyone, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent. 8.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Agreement shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the bank and vendor under this RFP	Bidder proposes- Bidder may assign rights to receive payments. Assignment by Bidder in conjunction with the sale of the portion of Bidder's business that includes a Service is not restricted. - Legal & Treasury to review	Bidder has to comply RFP terms.

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272		77	Section G	6 Inspection of Records	Bidder wishes to clarify- Cost related information, other proprietary information and Confidential information shall not be subject to Audit. Except regulatory audits, the number of audits shall be limited to one for calendar year and restricted to only information related to services rendered and places where the services being rendered, during business hours.	Bidder has to comply RFP terms.
273		77	7	Negligence	Bidder wishes to clarify- Bidder will be liable for Actual direct damages on account of negligence where it is solely attributable. The cure period for rectifying an act of negligence before Termination shall be as mutually decided between the parties.	Bidder has to comply RFP terms.
274		77	8	Assignment	Bidder wishes to clarify that it shall have right to assign its receivables (payments) to third parties.	Bidder has to comply RFP terms.
275		77	10	Insurance	Bidder wishes to clarify that it shall maintain all statutorily required insurances for the scope of services to be rendered. No transit insurance will be provided.	Bidder has to comply RFP terms.
276		77	11	Guarantee	Bidder wishes to clarify- Any supply of OEM /thirdparty Software shall be on as is basis and all guarantee, warranties, indemnities shall be strictly on a pass through basis.	Bidder has to comply RFP terms.

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277	12. Intellectual Property Rights	78	SECTION G - GENERAL CONDITIONS	12. Intellectual Property Rights	<p>12.1, 12.2, 12.3 and 12.4 The Bank will own the copyright in works of authorship that the Bidder develops for the Bank as described in this RFP (Project Materials). Project Materials exclude Existing Works. Existing Works are works of authorship delivered to the Bank, but not created, under the RFP, and includes any modifications or enhancements of such works made during the performance of the services. Some Existing Works may be subject to a separate license agreement (Existing Licensed Works).</p> <p>The Bidder grants the Bank an irrevocable (subject to Bank's payment obligations), non-exclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. The Bidder retains an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.</p>	Bidder has to comply RFP terms.

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278		78		12 Intellectual property Rights	<p>Bidder wishes to clarify-</p> <p>a. When Bidder provides deliverables as specified in SoW Client will own the copyright in works of authorship that Bidder develops for Client as described in a SoW (Project Materials). Project Materials exclude Existing Works. Existing Works are works of authorship delivered to Client, but not created, under the TD, and includes any modifications or enhancements of such works made during the performance of the Services. Some Existing Works may be subject to a separate license agreement (Existing Licensed Works).</p> <p>b. Bidder grants Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. Bidder retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials</p> <p>c. Bidder shall indemnify the client for third party claim for damages as awarded by a court, arising from any infringement of IP from use of Bidder owned products/Services.</p> <p>d. If a third party asserts a claim against Client that Services acquired under the Agreement infringes a patent or copyright, Bidder will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by Bidder. To obtain Bidder's defense against and payment of infringement claims, Client must promptly: i) notify Bidder in writing of the claim; ii) supply information requested by Bidder as reasonably necessary in relation to the claim; and iii) allow Bidder to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts</p>	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
279	14. Indemnity	79	SECTION G - GENERAL CONDITIONS	14. Indemnity	<p>14.1, 14.2 and 14.3 - The Bidder seeks to clarify that if a third party asserts a claim against the Bank that services acquired under the RFP infringes a patent or copyright, the Bidder will defend the Bank against that claim and pay amounts finally awarded by a court against the Bank or included in a settlement approved by the Bidder. To obtain the Bidder's defense against and payment of infringement claims, Bank must promptly: i) notify the Bidder in writing of the claim; ii) supply information requested by the Bidder; and iii) allow the Bidder to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts. Bidder's defense and payment obligations for infringement claims extend to claims of infringement based on open source code that Bidder selects and embeds in a standard Service.</p> <p>The Bidder has no responsibility for claims based on Non-XXXX Products, items not provided by the Bidder, or any violation of law or third party rights caused by data, software and information that the Bank or its authorized users provide, authorizes access to, or inputs to services, or any Bank materials, designs, or specifications.</p> <p>Bidder seeks to clarify that its entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Bank up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the Services that is the subject of the claim in the preceeding 12 months, regardless of the basis of the claim. Bidder seeks to clarify that it will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to the Bidder, its affiliates, contractors, and suppliers.</p>	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
280	14. INDEMNITY	79	SECTION G - GENERAL CONDITIONS	14. INDEMNITY	14.1.3 Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider	Bidder has to comply RFP terms.
281	Section- G General Conditions	79	14	14. Indemnity 14.1 Vendor/Service Provider shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities(including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of: 14.1.1) The breach, default or non-performance of undertakings, warranties, covenants or obligations by Vendor/Service Provider. 14.1.2) Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Vendor/Service Provider;	Bidder request minor modification for clause 14.1. 14. Indemnity Bidder request for minor modification to the clause 14.1: 14.1 The Vendor/Service Provider shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities(including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of: 14.1.1) <u>The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder.</u> 14.1.2) Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements <u>only to the extent applicable to by</u> the Vendor/Service Provider; 14.1.3 Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider <u>and which are solely attributable to the Vendor/Service Provider.</u>	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
282	Appendix - J SERVICE LEVEL AGREEMENT	79	14.3	14.3 VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project.	Bidder request for minor modification to the clause 14.3: 14.3 VENDOR/ SERVICE PROVIDER's aggregate liability <u>(including indemnities)</u> shall be subject to an overall limit of the total Cost of the project. <u>Indemnities shall exclude indirect, consequential, and incidental damages, lost business, lost profits, loss of revenue, lost goodwill, or lost savings.</u>	Bidder has to comply RFP terms.
283		79	SECTION G - GENERAL CONDITIONS	14. INDEMNITY	14.1.3 Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider - Bidder seeks to clarify that Bank shall have the right to invoke the performance guarantee only in circumstances where bidder fails to rectify the breach within the 90 days notice period provided under a written notice.	Bidder has to comply RFP terms.
284	RFP	79	14.1.1.	14.1.1 The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;	14.1.1 The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER; - Performance Indemnity not acceptable	Bidder has to comply RFP terms.
285	RFP	79	14.2.1	14.2.1 All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.	14.2.1 All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities. Perpetual indemnification is not acceptable	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
286	RFP	79	14.2.2	14.2.2 The limits specified in below clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or confidential information, fraud or gross negligence or wilful misconduct or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.	14.2.2 The limits specified in below clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or confidential information (apart from personal data and PII), fraud or gross negligence or wilful misconduct or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited. - Uncap indemnification is not acceptable, overall liabilities of XXXX must be capped	Bidder has to comply RFP terms.
287	RFP	79	14.3	14.3 VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project.	14.3 VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Annual Cost of the project. However, VENDOR'S/ SERVICE PROVIDER'S liability for breach of personal data, PII or any provision of DPDP Act shall be capped to two times Annual Cost of the project . - Breach of personal data capped to 2X of ACV	Bidder has to comply RFP terms.
288		79		13	Confidentiality and NDA - Bidder wishes to clarify that it shall maintain confidentiality of all material marked as Confidential and for a period of 5 years from the date of initial disclosure. Bidder will be liable for direct damages arising from misuse or misappropriation of Confidential Information of the Client	Bidder has to comply RFP terms.

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289		79		14	Indemnity - Bidder wishes to clarify- Indemnity shall be limited to only third party claims, for acts solely attributable to Bidder and as awarded by a court of law, for damages that are resulting from infringement of IPR from use of Bidder owned/products and services.	Bidder has to comply RFP terms.
290		79		15	Force majeure - Bidder wishes to clarify- parties can seek cover under Force Majeure only with respect to non monetary obligations.	Bidder has to comply RFP terms.
291	Section- G General Conditions	80	16.5	16. Responsibility of the Bidder: 16.5. The selected bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The selected bidder represents that all software, hardware and services to be supplied in response to this RFP shall meet the requirement of the solution proposed by the selected bidder. The selected bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort	Bidder request minor modification for clause 16.5 - 16.5. The selected bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The selected bidder represents that all software, hardware and services to be supplied in response to this RFP shall meet the requirement of the solution proposed by the selected bidder. The selected bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. <u><i>If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance</i></u>	Bidder has to comply RFP terms.

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				estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank.	<u>with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank.....</u>	
292	RFP	80	16.5If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank.	If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. - Ancillary services or scope creep provisions are not acceptable, scope must be clearly defined the RFP/SoW	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
293	A. RFP main document	81	8.5 and 17.7 Blacklisting	The bidder is required to provide factually correct responses to the RFP. Adequate justification for the response (including the technical and other requirements) should be provided as part of the response. In case the bank finds any response to be inadequate, the bank has the right to ask for additional explanation/justification. In the event of any discrepancy in the response submitted by the bidder, the bank reserves the right to disqualify/blacklist the bidder and the OEM. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.	To remove blacklisting from bidding stage	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
294	24. Right to Audit	83	SECTION G - General Conditions	24. Right to Audit	<p>24.1 The selected Bidder has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank /such auditors in the areas of products (IT hardware/software) and services provided to the Bank and the selected Bidder is required to submit such certification by such Auditors to the Bank. The selected Bidder and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security,control, risk management, governance system and process created by the selected Bidder. The selected Bidder shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.</p> <p>The Bidder proposes that periodicity of audits/inspections should not exceed more than once each calendar year. Bank shall give 30 days prior written notice to the supplier. Audits should be only in relation to services provided by the supplier under the contract during the preceding twelve (12) months. Audit should take place only during normal business hours and such audit should not interfere with supplier's ability to perform the services in accordance with the contract. However, in case there are more than one audt required due to regulatory reasns such as from RBI, the same shall be accomodated subject to confidentiality of price sensitive data.</p>	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
295	Section- G General Conditions	83	24. Right to Audit:	The selected Bidder has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank /such auditors in the areas of products (IT hardware/software) and services provided to the Bank and the selected Bidder is required to submit such certification by such Auditors to the Bank. The selected Bidder and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the selected Bidder. The selected Bidder shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.	Could you please share the details about the audit such as - a) Audit Template (previous), b) Duration, c) Expected participants from bidder organization	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
296	Section-H Purchase Preference	83	Customizations for new requirements (Separate team)	All kind of Finacle Customization should be handled by dedicated resources.	What is the indicative/average size of the customization team Bank intends to use? This information is helpful for initial resource planning	Bidder has to comply the RFP terms. The details will be shared with the successful bidder.
297		83			24. Right to Audit: - Bidder clarifies it shall not be obligated to share any information relating to Bidder's costs, Bidder proprietary data, confidential information of Bidder's other customers and internal audit reports of the Bidder. - Legal to review	Bidder has to comply RFP terms.
298		83			Right to Audit - Bidder wishes to clarify- Cost related information, other proprietary information and Confidential information shall not be subject to Audit. Except regulatory audits, the number of audits shall be limited to one for calendar year and restricted to only information related to services rendered and places where the services being rendered, during business hours.	Bidder has to comply RFP terms.
299		85		Mergers and Acquisition	Bidder wishes to clarify that in the event of a Merger and Acquisition event, Bidder will notify Client.	Understanding is correct. The bidder has to comply the RFP terms.
300	Section- G General Conditions	86	26.4. Security Management:	26.4.1. Bidder must have a comprehensive written information security program, based on best practices standards, which is designed to protect the confidentiality, integrity, and availability of assets.	Bidder doesn't understand what is expected out of this section. Request you brief us about KaGB expectation from a successful vendor...	As per the RBI/NABARD Cyber security framework, the selected bidder should adhere to the guidelines on coding and standard security practices in our environment and appropriate compliance documents should be produced by the successful bidder

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
301	Section-H Purchase Preference	86	Application support resources	<p>Application support resources The Finacle support mechanism should have the following layers of support for speedy resolution of the issues.</p> <ol style="list-style-type: none"> 1. Helpdesk 2. Application L1 support 3. Application L2 support 4. Application L3 support 5. Project Manager 6. Customization resources 	<p>Bidder understanding is that there will be a service desk maintained by Bank to segregate tickets related to bidder scope of services and forward to Bidder helpdesk. Please confirm our understanding.</p>	<p>The bank is having ITSM tool/ service desk solution and the details will be shared to the successful bidder. Bidder has to comply RFP terms.</p>
302		86	Section G; 26.4. Security Management:	<p>26.4.2. Bidder must have a documented patch management and distribution process that ensures security patches are applied to all systems (including servers, workstations, and laptops) that process and/or store Bank Sensitive Data.</p>		<p>Bidder has to comply RFP terms.</p>

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
303		86		Limitation of Liability	<p>Bidder wishes to clarify that</p> <p>a. Bidder's aggregate liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid for the Services in the preceding 12 months that is the subject of the claim, regardless of the basis of the claim. Neither party will be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to the Parties, its affiliates, contractors, and suppliers.</p> <p>b. The following amount is not subject to the above cap: i) third party payments related to infringement claims described in the paragraph below and (ii) any damages that cannot be limited under applicable law.</p>	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
304	Section- G General Conditions	87	29	<p>29. Limitation of Liability: Notwithstanding the above, the Bidder/Service Provider shall be liable for actual financial loss, damages, cost, compensation, penalty suffered by the bank: -</p> <p>29.4. Any liability/penalty/cost/compen sation/charges that cannot be capped or is excluded as a matter of applicable laws in relation to this Agreement, attributable to the Bidder.</p> <p>29.5. The successful bidder should adhere the guidelines issued by the regulators time to time for the DPDP act framework during the entire contract period.</p>	<p>Bidder request minor modification for clause 29</p> <p>29. Limitation of Liability: Neither party shall be liable for any incidental or consequential <u>or indirect or punitive damages, or loss of revenu, loss of goodwill, or anticipated savings, or business interruption</u> arising out of or in connection with the agreement or any breach thereof (including for loss of profits or cost of cover, etc.), whether or not such party has been advised of the possibility of such damages; except for liabilities arising out of any <u>violation, misappropriation third party claims</u> for infringement of a party's intellectual property rights, <u>or from a breach by either party of its obligation.</u></p> <p>Notwithstanding the above, the Bidder/Service Provider shall be liable for actual financial loss, damages, cost, compensation, penalty suffered by the bank: -</p> <p>29.4. Any liability/penalty/cost/compensation/charges that cannot be capped or is excluded as a matter of applicable laws in relation to this Agreement, <u>and which are solely</u> attributable to the Bidder.</p> <p><u>29.5. The successful bidder should adhere the guidelines issued by the regulators time to time for the DPDP act framework during the entire contract period.</u></p>	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
305	A. RFP main document	87	28.3 Breach of the confidentiality	Any liability/penalty/cost/compensation/charges that cannot be capped or is excluded as a matter of applicable laws in relation to this Agreement, attributable to the Bidder.	Introduce 2 X capping	Bidder has to comply RFP terms.
306	1. M. S .E	88	Section H	1. M. S .E - 1.3 MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 25% of total tendered value.	Looking at the criticality of the banking operations, we request to delete this clause and also not provide any preference to M.S.E	Bidder has to comply RFP terms.
307	Annexure-1	92	Eligibility Criteria	The bidder should have an average annual turnover of Rs.12 Crores during last 3 financial years (i.e., 2021-22 & 2022-23, 2023-24) from Indian operations. This must be the individual company turnover and not of any group of companies.	Request Bank to modify as under: The bidder should have an average annual turnover of Rs.10 Crores during last 2 financial years (i.e., 2022-23 & 2023-24) from Indian operations. This must be the individual company turnover and not of any group of companies.	Please refer Amendment No 1
308	Annexure-1	92	Eligibility Criteria	The applicant shall have Support Office in Bengaluru	Request Bank to modify as under : The applicant shall have Support office in Bengaluru within 1 month of issuance of purchase order	Bidder has to comply RFP terms.

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309	Annexure-2	94	Scope of Work & Technical Specifications	The Scope of work includes but not limited to the following:	Bidder requests more clarity on "includes but not limited to"..	Bidder has to comply RFP terms.
310	Annexure-2 SOW & Technical Specifications	95	Annexure-2 SOW & Technical Specifications	List of current applications	Can the Bank share the names of OEMs for each of the applications listed and its tech stack .	Details will be shared with successful Bidder.
311	Application List	95	Annexure 2 - Scope of work & technical Specifications	Application List	List of Current Applications of 135 applications - Please share the details applications landscape (as per the attached template) covering all technologies and OEMs details.	Indicative list is shared in Appendix-K. Exact details will be shared with successful Bidder before kick-off meeting.

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312	Annexure-2 SOW & Technical Specifications	99	Customizations for new requirements (Separate team)	FinInfra Customization (SSO - Single Sign On, URM - User Role Manager, SVS - Signature Verification System)	<p>Is the expectation as part of this clause to perform a custom development of the applications which are part of FinInfra in-order to integrate these applications with an existing IAM platform for SSO and URM services or is the bank planning to implement an Enterprise wide Identity and Access Management (IAM) Platform as part of the RFP and wants to integrate the FinInfra applications with the new IAM platform? -</p> <p>If the bank plans to implement a new IAM platform then please provide following information to understand the technical requirements of the IAM platform</p> <ol style="list-style-type: none"> 1. What capabilities or Use-Cases must be supported by the IAM platform? 2. What are the different types of users that will be managed by the IAM platform? Example: Employees, Contractors, Customer 3. Provide the count of each User Type 4. Are Privileged Users part of the scope? 5. What are the different Multi Factor Authentication type that needs to be supported by the IAM Platform? 6. How many applications will be integrated with IAM platform? 	Details will be shared with successful Bidder.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
313	Annexure-2 SOW & Technical Specifications	100	Annexure-2 SOW & Technical Specifications	All statutory changes (changes imposed by Government of India, State Government, RBI, SEBI, NABARD, NPCI etc.) will be incorporated in the software by the bidder during the support period without any additional cost.	This is an open ended statement as there can be a requirement of additional software, the underlining license, hardware etc. Also, there is a dependency on the OEM for the same. Also, if the same is feasible under customisation, will it be considered under the 1000 mandays per year being quoted.	Bidder has to comply RFP terms.
314		100		All statutory changes (changes imposed by Government of India, State Government, RBI, SEBI, NABARD, NPCI etc.) will be incorporated in the software by the bidder during the support period without any additional cost.	If the necessary patches provided by the application OEM, it can be implemented by the support SI. In the absence of it, the customization scope is unpredictable at this point of time. Will it be part of the 1000 man days customization scope? How to provision the commercial for this case?	Bidder has to comply RFP terms.
315		100	Annexure 2 - Scope of work & technical Specifications	All statutory changes (changes imposed by Government of India, State Government, RBI, SEBI, NABARD, NPCI etc.) will be incorporated in the software by the bidder during the support period without any additional cost.	Since the contract will be for next 10 years, it recommended to mutually agree for the Separate Rate card for On demand request OR Bucket of hours, which will be leveraged for such activities.	Bidder has to comply RFP terms.

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316	Annexure-2	100	Scope of Work & Technical Specifications	The bidder is expected to provide the following documents to the Bank related to the customized module/functionality but not limited to following: I. Functional Specification(FS) documents II. System Design documents III. Process flow documents IV. Database Table structure details if any tables are created/alterd. V. Test Case & Expected Result documents. VI. Network architecture diagram, Infrastructure details. VII. User manuals VIII. Source code IX. Release notes X. SOPs XI. configuration changes documents XII. Issue tracker XIII. Any other documentation required for usage of implemented solution.	Bidder requests to clarify following: 1. KaGB has desired templates in place and bidder need to fill them on desired frequency? 2. The Network and related infrastructure is managed by SD WAN vendor and hence, the point no VI is out of scope for bidder 1. An initial effort is required to factor for KaGB specific templates design and hence, required furtner clarity. 2. The KAGB & KGB Network is maintained by SD WAN vendor and the same will be available with them.	Bidder has to comply RFP terms.
317	Annexure-2	100	Scope of Work & Technical Specifications	All statutory changes (changes imposed by Government of India, State Government, RBI, SEBI, NABARD, NPCI etc.) will be incorporated in the software by the bidder during the support period without any additional cost.	Bidder understands that these changes will be part of 1000 development hours mandated by KaGB?	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
318	Annexure-2	102	Scope of Work & Technical Specifications -Application support	Application support includes, but not limited to, production monitoring, troubleshooting and addressing the functionality, availability and performance issues etc.	Bidder requests more clarity on "includes, but not limited to".. This statement is opened and need details for effort estimation purpose	Bidder has to comply RFP terms.
319	Annexure-2	103	Scope of Work & Technical Specifications -Application support	10. Bidder shall provide 24x7x365 support onsite.	Could you please share the % of workforce deployed in each shift in the current on going support? - This will help efficient resource planning.	Details will be shared with successful Bidder.
320	Annexure-2	103	Scope of Work & Technical Specifications -Resource Details	Number of Resources for each domain/layer/application	Bidder understands that they can fill with current understanding and KaGB open for altering details after getting the exact picture after the transition? - Need details for resource planning and costing purpose	Details will be shared with successful Bidder.
321	Support Window	104	Annexure 2 - Scope of work & technical Specifications	Support Window	Bidder shall provide services to Bank in line with the applicable service window which is 24x7x365 - As there will be Critical & Non-Critical applications, please share the support requirement for each of the application for L2 & L3 support.	Details will be shared with successful Bidder.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
322	Section-H Purchase Preference	104	Application support resources	<ol style="list-style-type: none"> 1. Helpdesk 2. Application L1 support 3. Application L2 support 4. Application L3 support 5. Project Manager 6. Customization resources <p>Bidder will ensure that adequate and qualified manpower is deployed at all times for all the layers mentioned above. The resources should have following (but not limited to) capabilities.</p>	Bidder understanding is that all support resources will be deployed on central location Bengaluru to provide support. No branch level resource deployment is required. Please confirm.	The Bidder should be ready to provide and deploy the resource as per Bank's requirement (anywhere in india).
323	Section-H Purchase Preference	104	Application support resources	<ol style="list-style-type: none"> 1. Helpdesk 2. Application L1 support 3. Application L2 support 4. Application L3 support 5. Project Manager 6. Customization resources <p>Bidder will ensure that adequate and qualified manpower is deployed at all times for all the layers mentioned above. The resources should have following (but not limited to) capabilities.</p>	Bidder Requests Bank to provide last 1 year Application wise tickets received by Support team with the information like <ol style="list-style-type: none"> 1. Ticket severity(Priority level), 2. Ticket complexity (Simple/Medium/Complex) 3. Application Name 4. Functional area 5. Ticket type(incident/Service request/enhancement etc) 	Details will be shared with successful Bidder.
324	Section-H Purchase Preference	104	Service Window	Bidder shall provide services to Bank in line with the applicable service window which is 24x7x365	Whether 24X7X365 support is required for all applications or some of the non critical applications can have different service window like business hours? Please confirm.	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
325	Annexure-14	105	Esclation Matrix	Name of the Bidder Firm:	The bidder can fill details as per current understanding and KaGB is open to change names when the actual project starts? - Due to the limited resource availability difficult fill exact details.	Bidder has to comply RFP terms.

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326		105		<p>Transition Management: The Bank and the Service Provider shall together prepare the Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with. Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Vendor to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management. If the transition is required during the contract period, then it would be maximum period of 3 months and only FM cost as per existing payment terms will be paid and no additional payment to be made in the name of transitioning. However, due to some reasons if transitioning is required beyond contract period, then it will for a maximum period of 3 months and payment to the Vendor will be made as per last quarter payment of FM cost for the actual transition period.</p> <p>· In case the Bank does not want to renew the contract further with the existing service provider and decides to initiate an RFP process for the next support period, and if the selected bidder fails to render the services during the contract period, or in the</p>	Business, Solution and Delivery to review and sign off & Solution costs to be accordingly done	Bidder has to comply RFP terms.

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				<p>event of termination of the agreement, expiry of the term, or otherwise, the Bank, at its sole discretion and without prejudice to any other rights, may make alternate arrangements to obtain the contracted services from another vendor. In such a case, the Bank shall give prior notice to the same selected bidder and may ask them to continue providing services</p> <p>RFP Ref: KaGB/Project Office/RFP/04/2024-25 dated 07.02.2025 Page 106 of 198</p> <p>as per the terms of the contract until a "new vendor" completely takes over the work. During this transition phase, the same bidder shall render all reasonable assistance to the new vendor within the period prescribed by the Bank, at no extra cost to the Bank (the existing vendor will be paid as per the last quarter payment of FM cost for the actual transition period), to ensure a smooth switch over and continuity of services. If the existing service provider is in breach of this obligation, they shall be liable for paying a penalty of 20% of the retainership value on demand to the Bank per instance of fault, which may be settled from the payment of the invoice for the contracted period.</p>		

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327	A. RFP main document	106	First para of the page	If the existing service provider is in breach of this obligation, they shall be liable for paying a penalty of 20% of the retainership value on demand to the Bank per instance of fault, which may be settled from the payment of the invoice for the contracted period.	How the retainership value is calculated?	Bidder has to comply RFP terms.
328	A. RFP main document	109	Point number 25	It is responsibility of the L2 resource to install the application on the new(or any other) hardware procured by the Bank.	Application L2 may not have installation skills, especially for Finacle	Bidder has to comply RFP terms.
329		114		Call Center	Is there a full fledged call center application already in place for both the banks? Is the call center operations are already happening or to be implemented afresh?	Call Center application already in place and operations already happening in both the Banks.
330		136		Annexure-15 Compliance Statement	Legal to review as we eill be submitting with devaitions	Bidder has to comply RFP terms.
331		137		Annexure - 16 Conformity Letter	Legal to review as we eill be submitting with devaitions	Bidder has to comply RFP terms.
332		138		No of talents	Number of talents to be increased considering the overall applications scope, current numbers are lesser	In the Bill of Material we have provided the indicative number of resources. However there can be increase/decrease in the actual numbers as per Bank's requirement. Bidder has to comply RFP terms.

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333	Annexure-17 - Bill of Material	139	Annexure-17 - Bill of Material	Annexure-17 - Bill of Material A. Onsite Resource Cost - Note:- 2. The Bank reserves the right to increase or decrease the number of resources depending on its requirements at the Bank	Bidder request for below term : - Bidder understand that it is a fixed price bid for Fixed scope under RFP. Hence, request for deletion of this clause	Bidder has to comply RFP terms.
334		139		Annexure -17- Note:- 1. Bidder to submit Yearly Incremental cost for 5 years for the resources or Blended Rate for the 5 years. However, Bidder to note that Yearly Incremental cost should not exceed 5% from previous year. 2. The Bank reserves the right to increase or decrease the number of resources depending on its requirements at the Bank. 3. GST will be paid by bank as per prevailing rate for that year as applicable. The total cost including GST has been taken in the commercial Bid for TCO calculations only.	Bidder seeks relaxation on YOY prices can be kept at 7% This is a Fixed price contract, any change to the same shall be done through change contropl procedue , Also please note descope is not possible	Bidder has to comply RFP terms.
335		140		C. License and ATS Cost for Application/Software 1. If the year wise incremental ATS cost for the application/software and related components provided is below 10% then the Bidder has to submit 10% additional Bank Guarantee of the total of License Procurement Cost for Application/Software.	Bidder seeks clarity & intent on this clause	Bidder has to comply RFP terms.

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336		141		Infrastructure Hardware Component Procurement and AMC cost	Apart from Application monitoring tool HW, what is the relevance of this section? Does this RFP also cover hardware supply of various other applications, kindly detail the scope	Bidder has to comply RFP terms.
337		141		D. Infrastructure Hardware Component Procurement and AMC Cost Note:- 1. Bidder must ensure that comprehensive built in warranty to be provided for the hardware components for the first three years. If the Fourth and Fifth Year AMC of the infrastructure hardware components provided is below 10% of the Infrastructure procurement cost then the Bidder has to submit 10% additional Bank Guarantee of the total of Infrastructure procurement cost to the bank.	Bidder seeks clarity & intent on this clause	Bidder has to comply RFP terms.

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338		144		<p>Undertaking</p> <p>i. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.</p> <p>ii. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.</p> <p>iii. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid. iv. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.</p> <p>v. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.</p> <p>vi. We confirm that all out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this tender and subsequent agreement is included in the amounts quoted and we shall not entitle to charge any additional costs on account of any items or services or by way any out of pocket expenses, including travel, boarding and lodging.</p> <p>vii. We confirm that there shall be no escalation in the agreed prices</p>	Bidder seeks deletion of lines marked in red	Bidder has to comply RFP terms.

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SI No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
339		153		Experiences of various roles	Kindly consdier the below experiences Project Manager - 10+ Technical Lead - 8+ Allied Applications L2 - 2+, L3 - 4+ CBS - L2 2+, L3 - 4+ Middleware and FEBA - L2 2+, L3 - 4+ Help Desk - 1+	Bidder has to comply RFP terms.
340	Resource Requirement	153	Annexure 23	Resource Requirement	Please clarify, whether Bank is expecting the No of resources as per commercial template (127 FTEs) OR Bidder has options to decide the No of resources and propose accordingly.	In the Bill of Material we have provided the indicative number of resources. However there can be increase/decrease in the actual numbers as per Bank's requirement.
341	14. INDEMNITY	171	SECTION G - GENERAL CONDITIONS	14. INDEMNITY	14.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities. - The Bank will own the copyright in works of authorship that the Bidder develops for the Bank as described in this RFP (Project Materials). Project Materials exclude Existing Works. Existing Works are works of authorship delivered to the Bank, but not created, under the RFP, and includes any modifications or enhancements of such works made during the performance of the services. Some Existing Works may be subject to a separate license agreement (Existing Licensed Works). The Bidder grants the Bank an irrevocable (subject to Bank's payment obligations), non-exclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. The Bidder retains an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.	Bidder has to comply RFP terms.

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342	14. INDEMNITY	171	Appendix-G DRAFT CONTRACT AGREEMENT	14. INDEMNITY	<p>14.2.2. The limits specified in above clauses shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or loss caused due to breach of confidential obligations or applicable data protection laws or commission of any fraud by the bidder or its employees or agents or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be restricted to actual claims. -</p> <p>"The Bidder seeks to clarify that if a third party asserts a claim against the Bank that services acquired under the RFP infringes a patent or copyright, the Bidder will defend the Bank against that claim and pay amounts finally awarded by a court against the Bank or included in a settlement approved by the Bidder. To obtain the Bidder's defense against and payment of infringement claims, Bank must promptly: i) notify the Bidder in writing of the claim; ii) supply information requested by the Bidder; and iii) allow the Bidder to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts. Bidder's defense and payment obligations for infringement claims extend to claims of infringement based on open source code that Bidder selects and embeds in a standard Service.</p> <p>The Bidder has no responsibility for claims</p>	Bidder has to comply RFP terms.

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					<p>based on Non-XXXX Products, items not provided by the Bidder, or any violation of law or third party rights caused by data, software and information that the Bank or its authorized users provide, authorizes access to, or inputs to services, or any Bank materials, designs, or specifications.</p> <p>Bidder seeks to clarify that its entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Bank up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the Services that is the subject of the claim in the preceeding 12 months, regardless of the basis of the claim. Bidder seeks to clarify that it will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to the Bidder, its affiliates, contractors, and suppliers."</p>	
343	RFP	174	7	7. SANCTIONS FOR VIOLATIONS	Sanction debarment and blacklisting provisions are mentioned through out the document and the same is not acceptable	Bidder has to comply RFP terms.

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344	Appendix - I Pre Contract Integrity Pact	176	8.1	8. FALL CLAUSE 8.1. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/ services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/ services was supplied by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/ entity whether or not constituted under any law, 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/ SELLER/ CONTRACTOR/ SERVICE PROVIDER to the BUYER, if the contract has already been concluded.	Bidder request minor modification for clause 8 8. FALL CLAUSE 8.1. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER undertakes that <u>with similar buying conditions</u> it has not supplied/is not supplying similar product/systems or subsystems/ services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/ services was supplied by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/ entity whether or not constituted under any law, 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/ SELLER/ CONTRACTOR/ SERVICE PROVIDER to the BUYER, if the contract has already been concluded.	Bidder has to comply RFP terms.

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345	RFP	176	8	<p>8. FALL CLAUSE</p> <p>8.1. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/ services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/ services was supplied by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/ entity whether or not constituted under any law, 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/ SELLER/ CONTRACTOR/ SERVICE PROVIDER to the BUYER, if the contract has already been concluded.</p>	<p>Fall clause is not acceptable and needs to be deleted</p> <p>8. FALL CLAUSE</p> <p>8.1. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/ services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/ services was supplied by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/ entity whether or not constituted under any law, 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/ SELLER/ CONTRACTOR/ SERVICE PROVIDER to the BUYER, if the contract has already been concluded.</p>	Bidder has to comply RFP terms.

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346		177		<p>9. INDEPENDENT EXTERNAL MONITORS</p> <p>The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors () with confidentiality</p>	<p>Bidder clarifies it shall not be obligated to share any information relating to Bidder's costs, Bidder proprietary data, confidential information of Bidder's other customers and internal audit reports of the Bidder. - Legal to review</p>	<p>Bidder has to comply RFP terms.</p>

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347		177		FACILITATION OF INVESTIGATION In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER and the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination	Bidder proposes deletion of the clause, Bidder is not obligated to share any information relating to Bidder's costs, Bidder proprietary data, confidential information of Bidder's other customers and internal audit reports of the Bidder. - Legal to review	Bidder has to comply RFP terms.
348		179		Appendix - J SERVICE LEVEL AGREEMENT BETWEEN	This shall be mutually discussed and agreed by both parties once down selected	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
349	Appendix - J SERVICE LEVEL AGREEMENT and Section-G General Conditions	182	10.1 Service Level Agreement	10.1. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions: 10.1.2. Serious discrepancies noted in the items delivered. 10.1.5. Excessive delay in execution of order placed by the Bank. 10.1.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.	Bidder request minor modification for clause 10 10.1. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions: 10.1.2. Serious <u>material</u> discrepancies noted in the items delivered. 10.1.5. Excessive delay in execution of order placed by the Bank. 10.1.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.	Bidder has to comply RFP terms.
350	RFP	182		10.3. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.	Step-in rights to be capped to 10% of the affected services and shall not continue beyond a period for 30 days 10.3. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider. Provided however, the aforesaid right to recover cost from Vendor/Service Provider shall be capped to 10% value of the affected services and such rights shall be practiced for 30 days	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
351	10 - Order Cancellation / Termination of Contract	183	Appendix J - Service Level Agreement	10 - Order Cancellation / Termination of Contract	10.7 Notwithstanding anything contained hereinabove, the Bank may terminate this contract by giving a 30 day's notice without assigning any cause. - The Bidder proposes deletion of termination for convenience clause. Also it conflicts with other termination clause where in notice period is 180 days	Bidder has to comply RFP terms.
352	Appendix - J SERVICE LEVEL AGREEMENT	183	10.7	ORDER CANCELLATION/TERMINATION OF CONTRACT - 10.7. Notwithstanding anything contained hereinabove, the Bank may terminate this contract by giving a 30 day's notice without assigning any cause.	Bidder request minor modifications to both 10.7 10.7. Notwithstanding anything contained hereinabove, the Bank may terminate this contract by giving a 30 180 day's notice without assigning any cause. <u>However, this right to terminate for convenience may only be exercised after two (2) years from the effective date of this Contract. If Bank terminates the contract for convenience, Bank shall pay all charges incurred for services rendered up to the effective date of termination, including any applicable termination charges and stranded costs.</u>	Bidder has to comply RFP terms.
353		183	Appendix J - Service Level Agreement	10 - Order Cancellation / Termination of Contract	10.7 Notwithstanding anything contained hereinabove, the Bank may terminate this contract by giving a 30 day's notice without assigning any cause. The Bidder proposes deletion of termination for convenience clause. Also it conflicts with other termination clause where in notice period is 180 days	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
354		183		After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled. Page 183 of 198	Bidder seeks deletion of the clause	Bidder has to comply RFP terms.
355		183		Notwithstanding anything contained hereinabove, the Bank may terminate this contract by giving a 30 day's notice without assigning any cause.	Bidder seeks clarity if T4c is with 30 days or 180 days notice as its contracdictory with RFP terms	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
356	Appendix - J SERVICE LEVEL AGREEMENT	188	18.4	18.4. Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information	Bidder request minor modifications to both 18.4 Bidder request for deletion of the below language: 18.4. Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information	Bidder has to comply RFP terms.
357	Appendix - J SERVICE LEVEL AGREEMENT	190	23.1	23. PROTECTION OF DATA 23.1 The VENDOR/ SERVICE PROVIDER warrants that at all times, when delivering the Deliverables and providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to Bank data occurs as a result of Vendor/Service provider failure to perform its responsibilities in the RFP, Vendor/Service Provider will at Bank's request correct or cause to be corrected any loss or damage to Bank data. Further, the cost of the any corrective action in relation to data loss of any nature will be borne by Vendor/Service Provider, if such loss or damage was caused by any act or omission of Vendor/Service	Bidder request minor modifications to both 23. 23. PROTECTION OF DATA 23.1 The VENDOR/ SERVICE PROVIDER warrants that at all times, when delivering the Deliverables and providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to Bank data occurs as a result of Vendor/Service provider failure to perform its responsibilities in the RFP, Vendor/Service Provider will at Bank's request, <u>use commercially reasonable efforts</u> correct or cause to be corrected any loss or damage to Bank data. Further, the cost of the any corrective action in relation to data loss of any nature will be borne by Vendor/Service Provider, if such loss or damage was <u>directly</u> caused by <u>the gross negligence or wilful misconduct any act or omission</u> of Vendor/Service provider or its officers, employees, contractors or agents or other persons under Vendor/Service provider control.	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
				<p>provider or its officers, employees, contractors or agents or other persons under Vendor/Service provider control.</p> <p>23.4. The VENDOR/ SERVICE PROVIDER should ensure that it is complying with applicable guidelines issued by regulatory bodies on Digital Data Protection Act 2023 and its future amendments and communications.</p>	<p>23.4. The VENDOR/ SERVICE PROVIDER should <u>use commercially reasonable efforts</u> ensure that it is complying with applicable guidelines issued by regulatory bodies on Digital Data Protection Act 2023 and its future amendments and communications, <u>to the extent applicable to the Services provided under this Agreement.</u></p> <p><u>Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement is done and that has caused injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party causing the damages knew, or would have known that if it was acting as a reasonable person, it would result in such act or failure to act for which such party is legally liable. Gross Negligence shall not include any action taken in good faith.</u></p> <p><u>"Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, it would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.</u></p>	

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
358		192		30. GENERAL CONDITIONS TO CONTRACT: 30.1. The VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank	Bidder clarifies it shall not be obligated to share any information relating to Bidder's costs, Bidder proprietary data, confidential information of Bidder's other customers and internal audit reports of the Bidder. - Legal to review	Bidder has to comply RFP terms.
359	Appendix - J SERVICE LEVEL AGREEMENT	193	30.11	As limitation of liability is missing in Service Level Agreement we request to include the same as a new clause Limitation of liability	As limitation of liability is missing in Service Level Agreement we request to include the below language: <u>Neither party shall be liable for any incidental or consequential or indirect or punitive damages, or loss of revenue, loss of goodwill, or anticipated savings, or business interruption arising out of or in connection with the agreement or any breach thereof (including for loss of profits or cost of cover, etc.), whether or not such party has been advised of the possibility of such damages; except for liabilities arising out of any third party claims for infringement of a party's intellectual property rights.</u> As limitation of liability is missing in Service Level Agreement we request to include the same as a new clause Limitation of liability	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
360	Appendix - K	194	List of Applications	Additionally certain new applications onboarding and other projects implementations are under process as well.	Bidder request Bank to provide the following details of all such applications which are not listed in annexure-k. The details requested are Application Name, OEM, Name, Product Name, Version installed. Need this critical information for resource planning & Costing	Details will be shared with successful Bidder. Please refer Bill of Material for resource requirement. If additional resources are required then that will be discussed with successful Bidder during project tenure.
361	Appendix - K	194	List of Applications	Additionally certain new applications onboarding and other projects implementations are under process as well. The Bidder need to factor in any impact on any of these application while providing the services in this RFP.	Bidder request to clarify, whether additional resources are to be considered by bidder for such applications. If yes, what is the scope for bidder? Need this critical information for resource planning & Costing	Details will be shared with successful Bidder. Please refer Bill of Material for resource requirement. If additional resources are required then that will be discussed with successful Bidder during project tenure.
362	Annexure-17 - Bill of Material	140 and 141	Annexure-17 - Bill of Material	C. License and ATS Cost for Application/Software Note 1. If the year wise incremental ATS cost for the application/software and related components provided is below 10% then the Bidder has to submit 10% additional Bank Guarantee of the total of License Procurement Cost for Application/Software. D. Infrastructure Hardware Component Procurement and AMC Cost Note 1 If the Fourth and Fifth Year AMC of the	Bidder request for below term : - Bidder request for deletion of this clause	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
				infrastructure hardware components provided is below 10% of the Infrastructure procurement cost then the Bidder has to submit 10% additional Bank Guarantee of the total of Infrastructure procurement cost to the bank.		
363	Section - B Introduction Section - C Deliverables & Service Level Agreements (SLAs)	16 and 24	3. About RFP Section - C - Project timeline	Section - B Introduction - 3. About RFP 1. The bank proposes to select a service provider for a period of 5 years and an optional period of 5 years (if contracted) as per Terms and Conditions & Scope of Work described in this RFP document, in order to avail the below mentioned: Section - C - Project timeline - - Transition - Within 3 months from date of Acceptance of PO - Implementation and Go Live of new applications i.e., PSP Testing Tool and Application Monitoring Tool. - Within 3 months from date of Acceptance of PO	Bidder request for below clarification/modification : 1. Bidder understand that there is transition period of 3 months as provided in project timelines. Hence, request bank to clarify whether overall project duration is - 63 months (3 months of transition/implementation, followed by 60 months of run support services) or - 60 months (3 months of transition/implementation, followed by 57 months of run support services)	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
364	7. Participation Methodology:	17 & 18	7. Participation Methodology:	OEM should assume complete responsibility on behalf of the Service Provider/ partner / distributor / System Integrator to provide the same to the bank at no additional cost to the bank and will directly install the updates, upgrades and any new product releases at the Bank's premises. To this effect Bidder should provide a dealer / distributor certificate as per Annexure-11.	Pls change it to " OEM to look at arranging another partner who can help the Bank on completing the rest of the responsibilities at mutually agreed cost and scope. "	Bidder has to comply RFP terms.
365	Appendix - J SERVICE LEVEL AGREEMENT and Section-G General Conditions	182 and 73	10.2 Service Level Agreement and 11.2 of SECTION F - OWNERSHIP & AWARDDING OF CONTRACT	Clause 10.2 and Clause 11.2 - ORDER CANCELLATION/TERMINATION OF CONTRACT 10.2. Bank shall serve the notice of termination to the Vendor/Service Provider at least 180 days prior, of its intention to terminate services.	Bidder request minor modifications to both 10.2. and 11.3 ORDER CANCELLATION/TERMINATION OF CONTRACT Bank shall serve the notice of termination to the Vendor/Service Provider at least 180 days prior, of its intention to terminate services. <u>Prior to providing a written notice of termination to Service Provider under this clause, the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have the right to initiate action in accordance with this clause.</u>	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
366	Section - C Deliverables & Service Level Agreements (SLAs) Annexure-17 - Bill of Material	24 and 139	Section - C - Project timeline Annexure-17 - Bill of Material	Section - C - Project timeline - Transition - Within 3 months from date of Acceptance of PO Annexure-17 - Bill of Material A. Onsite Resource Cost - Year 1	Bidder request for below clarification/modification : 1. Bidder understand that there is transition period of 3 months as provided in project timelines. Bidder request bank to provide placeholder for transition services in commercial and also clarify whether bidder needs to include resource cost for 9 months or 12 months in table "A. Onsite Resource Cost" for Year 1	Bidder has to comply RFP terms.
367	Section - C Deliverables & Service Level Agreements (SLAs)	24-37	2. Service level Agreement	2. Service level Agreement..... 5. Penalty for Mishandling, Misconfiguration, or Improper Deployment... 6. Penalty/LD..... 7. SLA for RCA for the incident/ticket raised..... 8. SLA for Uptime...	Bidder request for below terms : - Maximum cumulative aggregate all types of penalties/Service Credits/ Liquidated Damages under this agreement shall not exceed 5% of monthly invoice value	Bidder has to comply RFP terms.
368	Section - C Deliverables & Service Level Agreements (SLAs)	30-33	6. Penalty/LD	6. Penalty/LD.....	Bidder request for deletion of below line items under Penalty/LD table : 1. Performance Bank Guarantee 2. Signing of the Agreement 3. Project Initiation 14. Renewal of Licenses/ Subscriptions/ Fees /AMC/ATS/ Support contracts as applicable, during the period of Contract 16. Delay/Failure/ Non-compliance to regulatory guidelines or as per Banks requirement on DR Drill activity 17. Delay/Failure/ Non-compliance to regulatory guidelines or as per Banks requirement on VAPT or any other audit 18. Penalties imposed by regulatory bodies/agencies on account of shortcomings related to CBS and allied applications handled by the Successful bidder	Bidder has to comply RFP terms.

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369		31& 32		6. Penalty & LD	Bidder proposes below Overall LD/Penalties shall be capped at 5% of the delayed in scope deliverables/ 5% of monthly value during steady state period LD/penalties shall only be applicable if reasons are solely attributable to Bidder Bidder requests that LD once levied shall be the sole and exclusive remedy of Bank	Bidder has to comply RFP terms.
370		35 & 36		LD/Penalty for Downtime due to failure of CBS and allied applications and also in Hardware/ Software Supplied by the Successful Bidder In case service unavailability is not common and a few individual Branches only are affected due to non-availability/acute slowness/ intermittent availability/instability of CBS application continuously beyond 15min in a day the penalty for downtime/slowness will be calculated each branch wise as follows The LD will be levied separately per change request: The LD will be levied separately for transaction failure in payment channels in case of attributable to the CBS applications and the services	Bidder proposes below Overall LD/Penalties shall be capped at 5% of the delayed in scope deliverables/ 5% of monthly value during steady state period LD/penalties shall only be applicable if reasons are solely attributable to Bidder Bidder requests that LD once levied shall be the sole and exclusive remedy of Bank Bidder seeks clarity on why do we need LD for change requests	Bidder has to comply RFP terms.

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371	Section - C Deliverables & Service Level Agreements (SLAs) Section -F Ownership & Awarding of Contract Appendix - J	41 74 183	12. Exit Option - 11. Order Cancellation/Termination of Contract:	12. Exit Option -Please note that the Bank shall also have the right to exit the contract at its own discretion without assigning any reason by giving a notice period of 180 days. Section -F Ownership & Awarding of Contract 11. Order Cancellation/Termination of Contract: 11.3. Bank shall serve the notice of termination to the bidder at least 180 days prior, of its intention to terminate services. Appendix - J 10. ORDER CANCELLATION/TERMINATION OF CONTRACT: 10.7. Notwithstanding anything contained hereinabove, the Bank may terminate this contract by giving a 30 day's notice without assigning any cause.	Bidder request for below terms / modification : - Bank shall provide 180 days notice period before termination of contract, - Bidder proposes mutual termination for convenience right between bidder and bank - Bank has to pay for undisputed fees for services rendered till date of termination. In addition to undisputed fees outstanding till date of termination, Bank shall also pay the Bidder for any hardwares/Appliances/licenses and AMC/ATS for which Bidder has made payment to OEM. - Bank would also require to pay for reverse transition fees proposed by Bidder	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
372	A. RFP main document	42,43	13.1.19 & 13.1.10	<p>13.1.9. The transition & exit management period will start three (3) months before the expiration of the contract or as decided by the Bank.</p> <p>13.1.10. The Bidder will provide shadow support for a minimum of 180 days or as decided by the Bank before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Bank.</p>	These do not seem to be aligned	Please refer Amendment No 1
373	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	48-49	20.2	<p>20. Escrow arrangement during Contract Period</p> <p>20.2. The Bidder will place the Source Code (and the procedures necessary to build the source into executable form) along-with flow diagrams and technical write up for the Software, within Thirty (30) days of implementation in escrow with a reputable agency acceptable to both the parties. The modalities of the versions to be kept can be finalized at the time of lodging the software for escrow. Where the code is not owned by the Bank, then, in such cases, the Bank shall obtain a certificate from the application developer stating that the application is free of known vulnerabilities, malwares and any covert channels in the code.</p>	<p>Bidder request minor modifications to 20.2.</p> <p>20. Escrow arrangement during Contract Period 20.2. The Bidder will place the <u>customised</u> Source Code (and the procedures necessary to build the source into executable form) along-with flow diagrams and technical write up for the <u>customised Source Code (Software)</u>, within <u>ninety (90) days of successful implementation</u> Thirty (30) days of implementation in escrow with a reputable agency acceptable to both the parties. The modalities of the versions to be kept can be finalized at the time of lodging the software for escrow. Where the code is not owned by the Bank, then, in such cases, the Bank shall <u>procure from the application developer, at its own cost</u>, obtain a certificate from the application developer stating that the application is free of known vulnerabilities, malwares and any covert channels in the code.</p>	The bidder has to comply the RFP terms. The successful bidder has to deposit the source code with Escrow agency after giving one copy of source code to the Bank team quarterly

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
374	RFP Main Document	62 and 63	Section E	<p>B) The Bidder should have undertaken at least two(2) Application Management services for Surround applications (Internet Banking, Mobile Banking with IMPS and UPI,PFMS,AML, CTS, SFMS,LOS,LMS) any of the commercial/Scheduled banks during last three financial years. (15 Marks)</p> <p>· The Bidder should have undertaken Six (6) or more Application Management services for Surround applications (Internet Banking, Mobile Banking with IMPS and UPI,PFMS,AM L, CTS,SFMS,LOS,LMS) any of theduring last three financial commercial/Scheduled banks during last three financial years. (15 Marks)</p>	<p>A clause on ongoing application management with a specific set of surrounding applications is restrictive to select bidders. Request bank to allow bidders with application support in digital banking / PFMS / LOS / AML / CTS / UPI / SFMS / LOS / LMS in more than one commercial / scheduled banks in India during last three financial years. (15 marks).</p> <p>· The Bidder should have undertaken total Six (6) or more Application Management services for Surround applications (Internet Banking, Mobile Banking with IMPS and UPI,PFMS,AM L, CTS,SFMS,LOS,LMS) any of theduring last three financial commercial/Scheduled banks during last three financial years. (15 Marks)</p> <p>· The Bidder should have undertaken total Four () or more Application Management services for Surround applications (digital banking / PFMS / LOS / AML / CTS / UPI / SFMS / LOS / LMS) in commercial/Scheduled banks during last three financial years. (12 Marks)</p> <p>· The Bidder should have undertaken total Two (2) or more Application Management services for Surround applications (digital banking / PFMS / LOS / AML / CTS / UPI / SFMS / LOS / LMS) in commercial/Scheduled banks during last three financial years. (10 Marks)</p>	Please refer Amendment No 1

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375	Section -F Ownership & Awarding of Contract Appendix - J - SERVICE LEVEL AGREEMENT BETWEEN	73 182- 183	11. Order Cancellation/T ermination of Contract:	11.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:... 11.4. In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder. 11.5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled. 10. ORDER CANCELLATION/TERMINATION OF CONTRACT: 10.3. In case the Vendor/Service	Bidder request for Below term : - Cure period of 30 days before invocation of this clause. - Bidder's liability limited to incremental cost capped at 10% of the cost of the undelivered systems/services. This clause can be invoked only on termination of contract and only for failure solely attributed to bidder for any material breach based on mutual agreement	Bidder has to comply RFP terms.

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
				<p>Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider</p> <p>10.4. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.</p>		

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Sl No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
376	Section -F Ownership & Awarding of Contract	73 and 182	11. Order Cancellation/Termination of Contract:	<p>11. Order Cancellation/Termination of Contract:</p> <p>11.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions: 11.1.1. Non submission of acceptance of order within 7 days of order. 11.1.2. Delay in delivery of hardware/software/ services/licenses/solution in the specified period. 11.1.3. Serious discrepancies noted in the items supplied during inspection. 11.1.4. Breaches in the terms and conditions of the Order</p> <p>Appendix - J 10. ORDER CANCELLATION/TERMINATION OF CONTRACT: 10.7. Notwithstanding anything contained hereinabove, the Bank may terminate this contract by giving a 30 day's notice without assigning any cause.</p>	<p>Bidder request for below modification / deletion in clause :</p> <p>- Bank shall provide 180 days notice period including 30 days as cure period in case of any major material breach solely attributable to Bidder, before termination.</p>	Bidder has to comply RFP terms.

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377	Section- G General Conditions and Appendix - J SERVICE LEVEL AGREEMENT	78 and 185	12.1 and 13.1	<p>G. General Conditions Bidder warrants that the inputs provided shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third-party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.</p> <p>13.1 VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual</p>	<p>Bidder request minor modification for clause 12.1 and 13.1. Also as there is no clause on protection of intellectual property rights of both the parties and third party IP as such Bidder request to inclusion of the language under the clause Intellectual Property Rights</p> <p>G. General Conditions Intellectual Property Rights Following language to be replaced with 12.1 of General Conditions and 13.1 of SERVICE LEVEL AGREEMENT:</p> <p>12.1. and 13.1: <u><i>Bidder warrants that the inputs provided shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.</i></u> The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third-party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.</p> <p><u><i>As there is no clause on protection of intellectual property rights of both the parties and third party IP as such Bidder request to inclusion of the below language: All pre-existing "Intellectual Property Rights" or "IP" (means all materials, copyrights, patents, trademarks, know-how, methodologies, processes, techniques, tools, forms, templates, software, inventions, discoveries, service marks, design rights,</i></u></p>	Bidder has to comply RFP terms.

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				<p>property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.</p>	<p><u>trade secrets (whether registered or unregistered) and all other similar intellectual proprietary rights) shall belong to the Party or third party that owned such rights prior to this Agreement. All modifications, enhancements and derivative works on such pre-existing "Intellectual Property Rights" shall belong to that Party or third party that owned such pre-existing Intellectual Property Rights. (hereinafter referred to as "Pre-Existing IP"). All IP developed or customized by Bidder, its affiliates, subcontractor(s) or third parties, in connection with this Agreement, including deliverable developed for Employer and/or jointly with Employer except for Pre-Existing IP shall be owned by Bidder. Bidder grants to Employer a limited, non-exclusive, non-transferable, worldwide, royalty free license, license to use the Bidder's IP solely for Employer's internal business purposes and warrants that it has the right to grant such a license. Any third-party IP(s) or product(s) will be provided in accordance with respective third party's terms and conditions. Any warranties and indemnities in respect of third party proprietary software or IP or product incorporated in Services are limited to those provided in the applicable third party's terms and conditions.</u></p>	

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378	RFP	81 & 189	17.7 & 21.1	<p>17.7. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.</p> <p>21.1. The VENDOR/ SERVICE PROVIDER or subcontractor(s) shall not hire any of the existing/ ex/retired employee of the Bank during the contract period or after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the VENDOR/ SERVICE PROVIDER or sub-contractor(s). The period /duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank.</p>	Non-hire provisions to be made mutual	Bidder has to comply RFP terms.

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379	General	G	General		whether existing SI or New SI will maintain the banks INFRA , Network and Security related services ? Many of the scope activity is included with Infrastructure, Network & Security Operation Services . If it needs to be handled along with the application maintenance , then the resources planning is not considered for these activities. Please provide clarity on scope for those points.	Network & Security devices will be handled by Bank's independent system integrator. Successful bidder is expected to give suggestions for upgradation/replacement of the existing Hardware/Software/OS network/security devices/etc., for smooth functioning of all the SOW items mentioned in this RFP.
380	General	G	General		Average total number of calls/incidents recorded for a month for all these applications.	Details will be shared with the successful bidder
381	Suggestions	G	Suggestions		Consider one or two resources with DBA knowledge with MSSQL, MYSQL and Postgres. Consider one or two resource with INFRA / Network / Security knowledge resource	Noted.
382	General	G	General		Is there any possibility for extension of onboarding the resources for the Call center and help desk.	Bidder has to comply RFP terms.
383	Delivery Model	G	General	Delivery Model	Is BankOpen for Onsite / Offshore delivery model or looking for complete Onsite Delivery Model	Bidder has to comply RFP terms.
384	Ticket Data	G	General	Ticket Data	Please provide the ticket dump for last 1 year from the current ITSM tool, covering all the details.	Bidder has to comply RFP terms. Details will be shared with successful bidder.
385		G	General	Ticket Data	Please provide the ticket dump for last 1 year from the current ITSM tool, covering all the details.	Bidder has to comply RFP terms.
386	Annexure 10	G	MAF	Respected Sir, Standard MAF	Sir, we will be able to provide the Standard MAF..	Bidder has to comply RFP terms.

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SI No.	Document	Page Number	Section No and RFP Clause	Clause/Technical Specification (as per RFP)	Bidder's Query	Bank's Response
387	Annexure 11	G	Undertaking from OEM	Sir, understand SI is the owner of the solution.	We request to remove the said declaration as MAF is already binding on the OEM.	Bidder has to comply RFP terms.
388	G. Suggestions	G	Termination Rights	NA	Kindly add clause as per old MSA -right for bidder to terminate in case of failure to pay from customer and gives mutual right to terminate	Bidder has to comply RFP terms.
389		G	General	General	Request for consortium - We request you to allow consortium for this tender so that we can jointly provide the best solution for the Bank	Bidder has to comply RFP terms. Consortium will be considered only for evaluation of eligibility criteria. For the proposed project, no consortium is permitted.