RFP Reference No.: HO/ITD/DAK/2023/00093 dated June 12, 2023

Request for Proposal (RFP)- for

Selection of System Integrator for Supply and Implementation of Commercial Off the Shelf (COTS) - Core Banking Solution (CBS) / Core Financial Services Solution (CFSS) at National Housing Bank

The replies to the pre-bid queries received from the prospective bidders for the Pre-Bid Meeting held on June 23, 2023, are placed herewith.

S.No.	Relevant Clause of the RFP	Query	Reply to the Query
		Pre-Bid Queries from Prospective Bidder - 1	
1	4.2.1	Is theApplication stack mentioned - Fraud Prevention, MDM etc. also needs to be implmeneted as part of core module implementation - LOS (including Portal for External Stakeholders), LMS, Accounting – Finance and Control, Treasury, Asset & Liability Management.	**Yes**
2	4.2.1	If the above mentioned application stack also needs to be implemented, we request to increase the go-live timelines	**Please be guided by relevant clauses of RFP document.**
3	4.2.1	If the above mentioned application stack only needs integrations request to share more information on exact requirements	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
4	3.13	Liquidity Damages - 10 percent of the Total contract value, is this applicable for implementation timelines as well?	**Please be guided by relevant clauses of RFP document.**
5	3.23	Do we require all the resources to be on-site and based out of NCR or some resources can also work virtually?	**Onsite Support Resources are required to be present onsite.**
6	4.1	Deliverables / Reporting Requirements- Real time, periodic, custome reports - Please specify the timeline allocated to design these reports and from when vendor is required to start sharing these reports?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
7	4.2.3	All the data related requirements - shall this be done parally with the core module implementation, as data extraction, assessment would be dependent on data availability, we understand that data archival for 9 years is some of the core functional ask from new modules	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
8	5.3.2	Onsite Support for Phase-I Modules during the Sustenance Support Phase will not be chargeable by the bidder from go-live to 5 years, please calrify this statement	**The support for the period between Phase I go-live and complete go-live will not be chargable.**
9	5.5.1	*"Procure, install, commission, operate and maintain the CBS/CFSS solution to meet the defined SLAs for the performance of the system"* - Have we already indentified the vendor solution or that assessment is also a part of this engagement including stringent timelines of 3-4 months go-live	**Please be guided by relevant clauses of RFP document.**
10	8	Request to please extend the timelines - *"In case the complete go-live completion date delay exceeds TEN weeks, the Bank reserves the right to cancel the order. Also, liquidated damages, equivalent to 10% of the value of the late delivered/implemented items will be charged (PBG too, may be revoked in such case)"*	**Please be guided by relevant clauses of RFP document.**
11	Annexure - P	Pre-Contract Integrity Pact - Please specify the stamp paper amount and can it be bought from any state?	**₹100. Yes**

S.No.	Relevant Clause of the RFP	Query	Reply to the Query
**Pre-Bid Queries from Prospective Bidder - 1**		
12	Annexure - M	We assume BG to be processed only for successful bidders & hence we can leave it blank? Please clarify.	**Yes. This is to be executed by the successful bidder only.**
13	Annexure - N	Its specified in page 56, **Annexure - N -- definitive agreement that NDA** to be processed only for successful bidders & hence we will not include these documents as part of technical bid submission, please confirm.	**Yes. This is to be executed by the successful bidder only.**
14	Annexure - O	Its specified in page 56, **Annexure - O -- definitive agreement that Confidentiality –Cum- Non-Disclosure Agreement** to be processed only for successful bidders & hence we will not include these documents as part of technical bid submission, please confirm.	**Yes. This is to be executed by the successful bidder only.**
15	Annexure 'Q'	Curriculum Vitae (CV) of Key Personnel - any specific / minimum number of profiles we need to submit? Assessment would be required to understand the NHB's landscape.	**Please be guided by relevant clauses of RFP document.**
16	EMD	EMD - Rs 1,00,00,000 - Please confirm if this can be submitted in form of Bank Guarantee. If yes, can a format be shared with us?	**No**
17	3.11	**Physical Submission** - Please specify if technical and commercial bid needs to be submitted physically? If yes, please specify the documents to be enclosed with the technical bid, also the address where the physical copies need to be delivered? *"The proof of the payment should be enclosed and put in the envelope containing the Technical Bid; in the absence of which the Bid may not be considered for further evaluation. The Bidders are also required to submit ECS Mandate Form as enclosed in Annexure-K."*	**No, the bids are to be submitted through GeM Portal only**

Pre-Bid Queries from Prospective Bidder - 2

S No	Page No.	Clause no.	Relevant clause of the RFP	Query	Reply to the Query
1	29	Point 5	National Housing Bank intends to select the System Integrator (SI) for providing the different modules as specified in the RFP along with the support for the duration of the contract. Bidder/ System Integrator must provide themselves at least one of the proposed Core Banking Solution (CBS) / Core Financial Services Solution (CFSS) i.e. LOS, LMS, Treasury, & Accounting Modules.	On Page 48, in section 11.3-Minimum Eligibility Criteria, point 5 says: **"Bidder/ System Integrator must be in the business of implementing at least one of the proposed Core Banking Solution (CBS) / Core Financial Services Solution (CFSS) as mentioned in this RFP i.e. LOS, LMS, Treasury, & Accounting Modules in the Public Sector Banks / Private Sector Banks / Financial Institutions / HFCs / Regulatory or Supervisory Bodies for Financial Sector in India, during the last 8 years"** Request clarity and confirmation whether Bidder/ System Integrator **must provide themselves OR must be in the business of implementing** at least one of the proposed Core Banking Solution (CBS) / Core Financial Services Solution (CFSS) as mentioned in this RFP i.e. LOS, LMS, Treasury, & Accounting Modules.	**Necessary corrigendum will be issued for clarification, if required**

			GENERAL QUERY		
S No	Page No.	Clause no.	Relevant clause of the RFP	Query	Reply to the Query
1	Page 143	3.11	Limitation of Liability: (i)The Vendor's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to the total contract value.	Request that each party's total aggregate liability under or related to the Agreement shall under no circumstances exceed the fees actually paid by NHB to the Vendor under the Agreement during the twenty-four (24) month period immediately preceding the date of the event that is the basis for the first claim	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 2

S No	Page No.	Clause no.	Relevant clause of the RFP	Query	Reply to the Query
2	page 142	3.1	The Vendor shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Vendor or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Vendor or its personnel; and/or (iii) any claim made by employees who are deployed by the Vendor against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the Vendor to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual	we request NHB to amend this indemnity clause with following wordings: 1 Service Provider shall indemnify and defend NHB against any third-party claim alleging that the Services alone, as and when made available to NHB by the Service Provider and when properly used for the purpose and in the manner specifically authorized by the Agreement, infringes upon any copyright or any trade secret enforceable under applicable Law. If any infringement claim is, or in the Service Provider's sole opinion may be, initiated, Service Provider may at its option and expense: (i) modify or replace all or part of the Services; (ii) procure for NHB the right to continue using the Services; or (iii) remove all or part of the Service. If the Service Provider so removes all or a part of a Service, then the Service Provider shall if NHB is paying for use of the Services on a recurring basis, refund to NHB the unused portion of the recurring fee(s) paid by NHB for the Services, and in each such case, the Agreement shall terminate with respect to the Services or part thereof removed. The remedies provided in this Section are the sole remedies for a claim of infringement or misappropriation hereunder. 2 Except for any claims solely caused by Service Provider's breach of the Agreement, NHB shall defend the Service Provider from and against any and all claims asserted against the Service Provider by or on behalf of NHB's users and shall indemnify and hold harmless the Service Provider from and against any damages, costs, and expenses of NHB's users awarded against the Service Provider by a final court judgment or an agreement settling such claims.	**Please be guided by the relevant clauses of RFP document**
3	Page 45	5.9(f)	Any updation/customization within the existing functionality and the functionality required from this RFP will be carried out at no cost to the Bank. For meeting any further upgradation/ customization requirement of the Bank, the same will be enabled as per terms of RFP and contracted commercial cost.	While we agree to provide updation/customization within the existing functionality and the same shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	**Please be guided by the relevant clauses of RFP document**
4	Page 159	10	**Fall Clause:** The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU/Public Sector Bank and if it is found at any stage that similar product/systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to NHB, if the contract has already been concluded.	Price is based on the tenure of license, nature of license, nature of services, tenure of services, LD, Penalties, delivery timelines, SLAs, PBG etc. Hence unless all these factors are considered, Bidder will not be able to pass lower price to NHB and hence we request NHB to kindly delete this clause.	**Please be guided by the relevant clauses of RFP document**
LMS QUERIES					
S No	Page No.	Clause no.	Relevant clause of the RFP	Query	Reply to the Query

Pre-Bid Queries from Prospective Bidder - 2

S No	Page No.	Clause no.	Relevant clause of the RFP	Query	Reply to the Query
1	Page 67	FIN 10	Posting accruals and deferrals – Provisions for expenses	System supports posting of accruals, provision posting in case of NPA management. Need more details on deferrals	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
2	Page 68	FIN 29	Interest income on investment should be booked at the end of period defined by organization.	Need details on the nature of investments for which the interest income to be booked	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
3	Page 68	FIN 35	The system should enable automatic allocation to specific pre-defined accounts based on total payout	Need more details on the requirement	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
4	Page 69	FIN 46	The system should be able to specify the contents of each column with no restriction i.e. current month, current budget, year to date, budget to date, last year to date	Financial and GL Reports can be generated for a given date range. Need more details on specific requirement	**Customization based on various parameters should be incorporated in solutions. Details will be provided during SRS discussion**
5	Page 69	FIN 48	The system should support drilldown from GL entries to individual transactions	Need to understand the scenario for drilldown from GL to individual transactions	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
6	Page 69	FIN 57	System should provide for the differentiation between a "soft- close" and a "hard close" based on cost center	Financial year closure is at the institution level not at the cost centre level. Need clarifications on soft close and hard close scenarios	**Hard close refers to closing of period after the audit of financials. Soft close refers to closing of period before the audit of financials.**
7	Page 78	FIN 224	Automatic reconciliation of SGL with main ledger (for example, in present system, ROD SGL total loans and advances dos not match with loans and advances as per TB)	Need to understand the requirement in detail	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
8	Page 227	FIN 227	TREP/ REPO accounting guidelines issued by RBI to be implemented in proposed system	Need more details on TREP/REPO	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
9	Page 96	LMS 5	c) Dropdown for Project Status for PFD	Need clarification on PFD	**Project Finance Department(PFD) is a department**
10	Page 98	LMS 70	This information shall flow on Customer Viewer/Loan Viewer as per requirement of the bank	Need more details	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 2

S No	Page No.	Clause no.	Relevant clause of the RFP	Query	Reply to the Query
11	Page 99	LMS 86	Mirroring of repayment bank accounts for automation of repayments of borrower's loan account.	Please explain Mirroring	**One bank account of PLI/State can be used in multiple loan contracts for repayment**
12	Page 103	LMS 197	3. Collateral Registration: System also provides collateral registration facility	Need more details on collateral registration process	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
13	Page 104	LMS 218	xii) Release Collateral: Features for Partial or fully collateral management options to be mentioned	Need more clarity on features for partial or fully collateral management options	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
14	Page 104	LMS 221	The system shall have provision to monitor overall customer exposure through multi-level credit management function.	System has the feature to monitor overall customer exposure. However, need more details on multi-level credit management function	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
15	Page 106	LMS 257	System functionality to mark mitigant parameters for unflagging the loan account.	Need more details on mitigant parameters	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
16	Page 107	LMS 272	Application Processing (Loans/Deposits)	Please confirm if deposits are to be in scope	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
17	Page 107	LMS 273	Post Application (Disbursal/Deposit Creation) De-dupe Checks	Please confirm if deposits are to be in scope	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
18	page 108	LMS 294	The number of users to whom the loan account was allocated to	Please elaborate on the significance of capturing number of users	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
19	Page 110	LMS 336	NeSL & CIC data fields to be captured: fields to be changed as per dynamic basis.	Need more details on the data fields related to NeSL and CIC	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 2

S No	Page No.	Clause no.	Relevant clause of the RFP	Query	Reply to the Query
20	Page 42	5.5.1 (p)	The bidder shall specify the Hardware Sizing/specifications for Wintel Server in their technical bid taking horizontal expansion into consideration.	it is the understanding of the bidder that all hardware & hosting services shall be procured by the bank for the solution. This is not limited to Servers, storage, network switches, routers, firewalls, IPS, WAF, Load Balancers, Racks, colocation, power, antivirus solutions, end point security solutions, backup software, backup infrastructure etc. The bidder shall only be providing specifications for the hardware sizing as per requirements of the CBS proposed	Servers, storage, network switches, routers, firewalls, IPS, WAF, Racks, colocation, power, antivirus solutions, end point security solutions, backup software, backup infrastructure etc. will be provided by the bank. But Server OS, Database, Middleware, Load Balancer etc will be provided by Bidder
21	Page 66	Annexure 'E'	Manufacturer Authorization Format	Since Hardware is not supplied by the bidder, it is the bidder's understanding that this is not required. Else we request the bank to clarify for what component's is a MAF required to be given by the bidder	For Database/Middleware
22	Page 44	5.9	5.9 Onsite Support	A) it is the bidder understanding that system, network and security administration/operations/implementation (OS maintenance, troubleshooting, support, patching, day to day support) shall not be responsibility of the bidders Onsite Support, as these responsibilities shall be managed by the bank through their own IT team B) it is the bidder understanding that Database administration shall be responsiblity of the bidder and hence resources for database administration for the CBS shall need to be considered by the bidder as part of onsite support	For CBS/CFSS servers, the OS troubleshooting, implementation & support responsibility is that of bidder and for Databases the entire responsibility is that of Bidder
	TREASURY QUERIES				

S No	Page No.	Clause no.	Relevant clause of the RFP	Query	Reply to the Query
1	Page 114	T39	System should be able to list all the investors details in the rank wise order in the ascending or descending order	Please confirm the nature of the investors. Are these investors investing in investment products issued by NHB? Is so, what products are these?	Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder
2	Page 114	T52	System should have the Scheme Master to list all the schemes corresponding to the authority	Please clarify the meaning of "Schemes". How many schemes are in existence	Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder
3	Page 115	T80	System should allow defining the category of borrower, investee, external ratings (with past history), internal (rating with past history)	What is the nature of the borrowers: Interbank, Wholesale, retail? How many? What is the nature of the investors: Interbank, Wholesale, retail? How many?	Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder
4	Page 117	T131	Capturing of end use objective	Please elaborate on the requirement.	Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder

Pre-Bid Queries from Prospective Bidder - 2

S No	Page No.	Clause no.	Relevant clause of the RFP	Query	Reply to the Query
5	Page 118	T160	integration with NSDL for ISIN generation (Forward looking)	Is it your expectation that treasury solution will generate ISIN numbers or just record them?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
6	Page 118	T164	Generation of listing documents	Please elaborate on this requirement.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
7	Page 118	T165	Extinguishment request	Please elaborate on the requirement	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
8	Page 118	T174	Provision to capture specific end use and monitoring	Please elaborate on the requirement	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
9	Page 118	T177	Bank transfer instructions basis uploaded requested benpos	Please elaborate on the requirement	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
10	Page 118	T182	provision to upload requested benpos	Please elaborate on the requirement. What transaction type does this relate to?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
11	Page 118	T184	Bank transfer instructions basis uploaded requested benpos	Please elaborate on the requirement.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
12	Page 118	T187	Updation of ROC charge record master with upload of charge modification form	Please elaborate on the requirement.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
13	Page 118	T188	Provision to upload Credit Rating, application form, DD certificate etc	Please elaborate on the purpose of the application form, and where it is expected to reside in the treasury solution. Please provide the same for the DD Certificate.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
14	Page 118	T189	Bank transfer of paying	This appears to be an incomplete requirement. What is being paid?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
15	Page 119	T193; 198; 217	Record date intimation to trustee, exchange & RTA	Please elaborate on the requirement	**T193, T198 Duplicate will be checked**
16	Page 119	T194; 199	provision to upload requested benpos	Please elaborate on the requirement. Is this a duplication of T182, or does this relate to another transaction type?	**yes it is duplication**

Pre-Bid Queries from Prospective Bidder - 2

S No	Page No.	Clause no.	Relevant clause of the RFP	Query	Reply to the Query
17	Page 119	T196; 201	Bank transfer instructions basis uploaded requested benpos	Please elaborate on the requirement. Is this a duplication of T184, or does this relate to another transaction type?	**yes it is duplication**
18	Page 119	T207	provision to capture end use requirements and monthly data against requirement	Please elaborate on the requirement	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
19	Page 119	T211	Quarterly MD certificate for receivables	Please elaborate on the requirement	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
20	Page 119	T217	Record date intimation to Exchange	Please elaborate on the requirement	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
Other Clarifications					
Please provide daily trade volumes: •NCF •T-Bills •G-Sec •Equity •RBI Repo •Market Repo •Interest Rate Futures •Interest rate Swaps •Overnight Index Swaps					**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
Please provide expected treasury solution users: •Front Office •Middle Office •Back Office •Accounting •System Admin					**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
ALM QUERIES					
S No	Page No.	Clause no.	Relevant clause of the RFP	Query	Reply to the Query
1	Page 110	ALM 1	System should have the capability to create the Asset Master with all the listing of the assets with the respective categories, pricing, lifecycle etc	Please elaborate on this requirement and confirm the attributes/fields required for this report.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 2

S No	Page No.	Clause no.	Relevant clause of the RFP	Query	Reply to the Query
2	Page 110	ALM 2	System should have the capability to create the Liability Master with all the listing of the liabilities with the respective categories, pricing, lifecycle etc	Please elaborate on this requirement and confirm the attributes/fields required for this report.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
3	Page 111	ALM 4	System should be able to calculate the average yield/cost analysis corresponding to the asset	Please clarify on the definition of average yield. Should it pertain to the interest rate paid by the customer, FTP rate or Interest Margin?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
4	Page 112	ALM 32	System should be able compute Market value of non-listed entities	Please elaborate on this requirement.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
5	Page 112	ALM 34	System should be able to compute product-wise pricing as per the methodology approved by the Board	Please elaborate on the methodology mentioned here. Does it refer to the FTP Policy approved by the Board?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
6	Page 112	ALM 35	System should be capable of BASEL III related reporting requirements, whenever it is applicable to NHB	Which Basel III reporting requirements are referred to here?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
7	Page 112	ALM 36	System should be able to support ALM statements i.e., Structural Liquidity Statement, Interest Rate Sensitivity Statement, Short Term Dynamic Liquidity Statement, Comparative Dynamic Liquidity Statement on real time basis.	Does this requirement pertain to the end of day ALM or liquidity positions for the complete balance sheet (i.e. Banking + Trading Book)?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 3

Sl. No.	Relevant Clause of the RFP	Query	Reply to the Query
1	3.12 Performance Guarantee: The successful Bidder will be required to provide Performance Bank Guarantee (PBG) of value amounting to 6% of the Total Contract Value (Annexure I), in the form of bank guarantee from a scheduled commercial bank in the format as substantially prescribed in Annexure-L. The PBG should be valid till at least three months beyond the expiry of contract period or such other extended period as NHB may decide. The PBG is required to protect the interest of NHB against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the Vendor/Bidder results into imposition of Liquidated Damages/penalty, then NHB reserves the right to invoke the Performance Bank Guarantee submitted by such Bidder. The decision of NHB as to non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions etc., shall be final and binding on the successful Bidder.	Bidder requests that it provides Annual Performance Bank Guarantee (PBG) amounting to 3% of the Annual Value of the contract to be renewed every year for the annual contract value of the next year with a claim period of 3 months. Bidder also request bank to provide cure period of 30 days before invoking PBG.	**Please be guided by the relevant clauses of RFP document**
2	3.13 Liquidity Damages: If the Service provider fails to complete the due performance of the contract in accordance with agreed specifications and conditions to the satisfaction of NHB, as the case may be or abandons the project/contract without completing as per the agreed terms, NHB, as the case may be, reserves the right to recover damages at 10 percent of the Total contract value as and by way of liquidated damages not as penalty. It is clarified that the liquidated damages shall be over and above the penalty, if any, imposed under Clause 6.	Request deletion of this clause as Bank already have other remedies in form of PGB, delay penalty and termination rights to protect its interest	**Please be guided by the relevant clauses of RFP document**
3	8. Penalty for Implementation: • In case the complete go-live completion date delay exceeds TEN weeks, the Bank reserves the right to cancel the order. Also, liquidated damages, equivalent to 10% of the value of the late delivered/implemented items will be charged (PBG too, may be revoked in such case). In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise. • If orders are cancelled due to non-delivery, the vendor may be debarred by Bank for participating in any future tenders floated by Bank.	Bidder requests below term: - Bidder request notice period of 60 days including cure period of 30 days before termination/cancellation. - Penalty should be computed at the rate of 0.5% of the value of only service component of the delayed deliverables/ milestones per each week of delay if the delay exceeds 10 weeks, subject to the maximum of 5% of the relevant deliverable service component values only. - Request deletion of debarement clause	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 3

Sl. No.	Relevant Clause of the RFP	Query	Reply to the Query
4	9. Service Level Penalties for Downtime: The downtime penalty is capped at a maximum 12% of total cost of Software (A1+A2+A3) and ATS (B) for the quarter. 7.Service Level Agreement and Penalty Clause	Bidder requests that all penalties combined (Downtime, non-availability or personnel, Support etc) should be capped at 5% of the monthly service cost	**Please be guided by the relevant clauses of RFP document**
5	12.1. Price vi. Please note that the bidder will conduct project reviews on quarterly basis at Bank' HO. All payments will be subject to positive review of the same by the Bank.	Project review will be part of ongoing Governance and regular reviews process. Payments should not be linked be to the same. Bank already has remedies like SLA, PBG, termination for any issues with performance.	**Please be guided by the relevant clauses of RFP document**
6	12.2 Payment Terms: Database and Associated Software: 90%- Delivery of Product, Licenses and Installation of the Product 10%* (Retention Money)- After completion of the contract period of 5 years	Bidder request below modification: **100%** 90%- Delivery of Product, Licenses and Installation of the Product 10%* (Retention Money)- After completion of the contract period of 5 years	**Please be guided by the relevant clauses of RFP document**
7	12.2 Payment Terms: Software Application Licenses of COTS - CBS /CFSS: 70%- Delivery and Installation of Application Softwares / Licenses 20%- Sign-off of SRS Document 10%^ (Retention Money)- After completion of the contract period of 5 years	Bidder request below modification: **100%** 70%- Delivery and Installation of Application Softwares / Licenses 20%- Sign-off of SRS Document 10%^ (Retention Money)- After completion of the contract period of 5 years	**After complete go live, 2 functional and 1 technical team members will be for onsite support. Necessary corrigendum will be issued.**
8	12.2 Payment Terms: Implementation Cost: 40%- Implementation of Phase I at DC 15%- Implementation of Phase II at DC 10%- Training the users on the implemented solution prior to Go-Live as per the training plan 15%- Implementation of all the modules under Phase I & II at DR - Successful BCP DR Drill Report 20%(Retention Money)- After completion of the contract period of 5 years	Bidder request below payment terms for Implementation: 20%- On Contract Signing 25%- Process and System Study 10%- SIT 15%- UAT 10%- Implementation 10%- Go Live	**Please be guided by the relevant clauses of RFP document**
9	12.2 Payment Terms: AMC/ATS- RFP is silent Ongoing Support- RFP is silent	Below request below payment terms: AMC/ATS- Yearly in advance Ongoing support- Quarterly in advance	**Necessary corrigendum will be issued for clarification, if required**
10	c The payment towards future requirements will be made on completion of assignment/s and subject to the satisfaction of the Bank.	Bidder request modification/deletion of below clauses: c The payment towards future requirements will be made on completion of assignment/s and subject to the satisfaction of the Bank as per following: - Software Licenses/Hardware- 100% on delivery - Implementation- Mutually agreed milestones - AMS/ATS- yearly in advance - Ongoing Support- Quarterly in advance	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 3

Sl. No.	Relevant Clause of the RFP	Query	Reply to the Query
11	j The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the bank	Bidder request below modification/deletion: j The Bank shall have the right to withhold any payment due to the Bidder, in case of **material** delays or **material** defaults **solely attributable to** the ~~on the part of~~ Bidder. Such withholding of payment shall not amount to a default on the part of the bank	**Please be guided by the relevant clauses of RFP document**
12	k All payments will be released within 4 weeks of receiving the undisputed invoice along with credit note/invoice, if applicable.	Bidder requests that Bank must pay for the invoices within 30 days of the date of invoice. Late payments will bear an interest of 1% per month. Also if undisputed invoices are overdue beyond 30 days, bidder shall have right to terminate the contract or suspend the services or both.	**Please be guided by the relevant clauses of RFP document**
13	12.3. Payment in case of Termination of Contract Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other applicable taxes	Request for below terms : - Bidder proposes mutual termination rights in case of termination for convenience - Bank must provide 90 days notice before termination. - In case of termination due to convenience, Bank shall pay to bidder for the services rendered up to the point of termination, including software / licenses delivered up to date of termination, any upfront cost incurred by bidder, including any shut down cost and alike.	**Please be guided by the relevant clauses of RFP document**
14	21. Suspension of Work The Bank reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. The Bank will issue orders for suspension or reinstatement of the work to the Bidder in writing. The time for completion of the work will be extended suitably to account for duration of the suspension.	Bidder requests deletion of this clause	**Please be guided by the relevant clauses of RFP document**
15	22. Termination of Contract The quality of support services given by the service providers will be reviewed by Bank every twelve months and if the services are not found satisfactory, the Bank reserves the right to cancel the contract by giving one month's notice to the service provider. The decision of the Bank regarding quality of services shall be final and binding on the service provider.	Bidder requests deletion of this clause	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 3

Sl. No.	Relevant Clause of the RFP	Query	Reply to the Query
16	2.7 Suspension NHB may, by written notice of suspension to the Vendor, suspend all payments to the Vendor hereunder if NHB is not satisfied with the performance of the Vendor or if the Vendor fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Vendor to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Vendor of such notice of suspension and shall invoke contract performance guarantee.	Bidder requests deletion of this clause	**Please be guided by the relevant clauses of RFP document**
17	(iv) That NHB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Vendor and the same is not cured within 15 days of bringing to the notice of the Vendor by NHB, as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Vendor by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss.	Bidder requests deletion of this clause since is same is already covered in "*23. Termination Clause*" on Page 58.	**Please be guided by the relevant clauses of RFP document**
18	10. Fall Clause: The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU/Public Sector Bank and if it is found at any stage that similar product/systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to NHB, if the contract has already been concluded.	Bidder requests deletion of this clause	**Please be guided by the relevant clauses of RFP document**
19	7) Maximum Penalty applicable for any month shall not exceed 20 % of the applicable fees including 'operations and maintenance cost' for the respective month.	Bidder requests that all penalties combined should be capped at 5% of the monthly support cost	**Please be guided by the relevant clauses of RFP document**
20	3.11 Earnest Money Deposit (EMD) g. The EMD security may be forfeited: • In case of successful Bidder if the Bidder fails to Sign the contract; and • In case of any breach of the pre-contract Integrity Pact.	Bidder request modification/deletion of below clauses:3.11 Earnest Money Deposit (EMD) g. The EMD security may be forfeited: • In case of successful Bidder if the Bidder fails to Sign the ***mutually agreed*** contract; and • ~~In case of any breach of the pre-contract Integrity Pact.~~	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 3

Sl. No.	Relevant Clause of the RFP	Query	Reply to the Query
21	3.33 Compliance with Laws (a) The Vendor/Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.	Bidder request modification/deletion of below clauses: Compliance with Laws (a) The Vendor/Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to ***the extent applicable to the services relating to Vendor's*** ~~them, their~~ business~~, their employees or their obligations towards them~~ ~~and all purposes of this tender~~ and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/ officers/ staff/ personnel/ representatives/ ~~agents~~ from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.	**Please be guided by the relevant clauses of RFP document**
22	(b) The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the Vendor.	Bidder request modification/deletion of below clauses: The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, ~~etc.,~~ as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives~~/agents~~ from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above ~~and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the Vendor~~.	**Please be guided by the relevant clauses of RFP document**
23	3.9 Liability of the Vendor The Vendor shall be liable to NHB for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by NHB as a result of a default of the Vendor in such performance, subject to the following limitations: (a) The Vendor shall not be liable for any damage or injury caused by or arising out of any act, neglect, default or omission of any persons other than the Vendor and its Personnel; and	Bidder request modification/deletion of below clauses: Liability of the Vendor The Vendor shall be liable to NHB for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by NHB as a result of a default of the Vendor in such performance, subject to the following limitations: (a) The Vendor shall not be liable for any damage or injury caused by or arising out of any ***fradulant*** act, ***gross*** negle***gence*** ~~et~~, ***willful*** default or omission of ~~any persons other than the~~ Vendor and its Personnel; and	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 3

Sl. No.	Relevant Clause of the RFP	Query	Reply to the Query
24	3.10 Indemnification of NHB by the Vendor The Vendor shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Vendor or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Vendor or its personnel;	Bidder request modification/deletion of below clauses: Indemnification of NHB by the Vendor The Vendor shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any ***willful*** wrongful action, ***gross*** negligence ~~*or breach of contract by the Vendor or its personnel*~~; and/or (ii) any ***gross*** negligence or gross misconduct attributable to the Vendor or its personnel;	**Please be guided by the relevant clauses of RFP document**
25	3.11 Limitation of Liability (i) The Vendor's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to the total contract value. (iii) Under no circumstances, NHB shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.	Bidder request modification/deletion of below clauses: Limitation of Liability (i) The Vendor's aggregate liability ***(including indemnities)***, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to the ***total amount paid to the Bidder by Bank under this Agreement during the 12 months prior to the claim date that gives rise to such liability*** ~~*contract value*~~. (iii) Under no circumstances, ~~*NHB*~~ ***either party*** shall be liable to the ~~*Vendor*~~ ***other party*** for direct, indirect, incidental, consequential, ***loss of use, loss of production, or loss of profits or interest costs, loss of anticipated savings, loss of goodwill, downtime costs, business interruption,*** special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.	**Please be guided by the relevant clauses of RFP document**
26	3.16 Non-Compete - The Vendor will neither approach nor make any proposal for work for any employee of NHB directly or indirectly during the validity of this Agreement and for one year from the date of termination of this Agreement.	*We are not able to understand the purpose of this clause. We suggest for deletion of the same.*	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 3

Sl. No.	Relevant Clause of the RFP	Query	Reply to the Query
27	In the event of failure of the Consultant to render the Services or in the event of termination of the Agreement or expiry of term or otherwise, without prejudice to any other right, NHB at its sole discretion may make alternate arrangement for getting the Services contracted with another consultant. In such case, upon receiving notice from NHB, the Consultant shall continue to provide the Services as per the terms of the Contract until the new consultant completely takes over the work. During the transition phase, the existing Consultant shall render all reasonable assistance to the new consultant within such period prescribed by NHB.	Request deletion of this clause as Bank already have other remedies in form of PGB, delay penalty and termination rights to protect its interest	**Please be guided by the relevant clauses of RFP document**
28	15. Definitive Agreement The successful Bidder will sign Service Level Agreement (SLA) substantially in the format as provided in Annexure N and the Confidentiality cum Non-Disclosure Agreement (NDA) in Annexure O with NHB within 15 days of the letter of award (LoA)/work order or within such extended period as may be decided by NHB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement/s as a result of this RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and non-disclosure agreement, should be submitted.	Bidder request modification/deletion of below clauses: Definitive Agreement The successful Bidder will sign ***mutually agreed*** Service Level Agreement (SLA) substantially in the format as provided in Annexure N and the Confidentiality cum Non-Disclosure Agreement (NDA) in Annexure O with NHB within 15 days of the ***mutually agreed*** letter of award (LoA)/work order or within such extended period as may be decided by NHB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the ***mutually agreed*** Agreement/s as a result of this RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and non-disclosure agreement, should be submitted. ***Both the Parties acknowledge and agree that the Service Level Agreement (SLA) will have precedence over the RFP, subsequent response to the pre-bid queries, amendments, addendum and corrigendum. However, in the event of the Clauses which are not explicitly covered under the Contract, they will have interpretation and bearing as defined in the RFP, response to the pre-bid queries, amendments, addendum and corrigendum***	**Please be guided by the relevant clauses of RFP document**
29	Page 21, Clause 4.1 (e) Reporting Requirements	What are the causes for variations in volumes of transactions? Can this be detailed to drive an appropriate solution?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
30	Page 22, Clause 4.2.1.4 Application Stack	For the internal applications, is NHB looking to create an internal dashboard to allow access to various applications?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
31	Page 24, Clause 4.2.2, Point 1 Indicative Solution Architecture	Request that NHB provide the complete list of Users/Partners for the application.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 3

Sl. No.	Relevant Clause of the RFP	Query	Reply to the Query
32	Page 24, Clause 4.2.2, Point 3 Indicative Solution Architecture	Request that NHB clarify if this is envisioned as a dashboard in order to allow access to Users/Partners.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
33	Page 24, Clause 4.2.2, Point 5 Indicative Solution Architecture	Request that NHB provide the complete list of Applications to be factored into the solution.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
34	Page 25, Clause 4.2.3.6 Statutoty Requirements	Request that any changes due to tax change and statutory requirement changes be put through a formalised Change Management Process.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
35	Page 25, Clause 4.2.3.2 Data Archival	What forms of data will be archived? What will be the volume of data for Data Archival on average?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
36	Page 28, Clause 4.2.8 Disaster Recovery	What will be the sites for DR and DC?	**Delhi & Mumbai**
37	Page 28, Clause 4.2.8 Disaster Recovery	What will be driven from the DC Site? How many DC instances are being envisioned by NHB?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
38	Page 29, Clause 5.1 Tentaive Implementation Plan	The timelines for Implementation of both phases are very tight. Request that NHB relax these timelines to 6 months and 9 months respectively from the date of project start to ensure that the Bidder is able to implement, integrate and test solution.	**Please be guided by the relevant clauses of RFP document**
39	Page 30 Clause 5.2.2 Track II Operations and Maintenance	Does NHB have an existing Document Management System? If so will there be a need for this to be integrated with other applications and the Portal/Dashboard?	**Yes**
40	Page 31 Clause 5.3.1 Track I Application Design	Where will the resources doing customization work for the bespoke applications be located? Will they operate out of NHB HO or will they work remotely?	**NHB HO**
41	Page 35 Clause 5.3.1.5 Testing	Will the Testing scope include Stress Testing and Performance Testing as well? Which applications will be required to undergo this testing?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
42	Page 35 Clause 5.3.1.5 Testing	Request NHB to confirm that UAT testing scripts and test cases will be provided by NHB and will be conducted by NHB while EIT provides UAT support.	**UAT testing scripts and test cases to be provided by bidder and some to be made by NHB.**
43	Page 36 Clause 5.3.1.7 Training and Capacity Building	Where will the Training for NHB Core team members and end Users be held? Will it be on NHB premises or will EIT be required to provide with Training premises for the same?	**NHB Premises and online as well.**
44	Page 36 Clause 5.3.1.7 Training and Capacity Building	What format will the Training to NHB Team members and End Users be provided in? Will it be classroom training or online training?	**Classroom and online**
45	Page 36 Clause 5.3.1.7 Training and Capacity Building	Request that NHB provide an approximate number of Users to be trained on each application.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 3

Sl. No.	Relevant Clause of the RFP	Query	Reply to the Query
46	Page 36 Clause 5.3.1.7 Training and Capacity Building	Request NHB provide the number of days to be provisioned for NHB End User and team training. Will this training be conducted one time or will this be a yearly training being provided?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
47	Page 37 Clause 5.3.1.7 Training and Capacity Building	Request that NHB clarify the format in which Training materials will be provided. Will these be Hard copy or soft copy?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
48	Page 36 Clause 5.3.2.4 c (vi) Application Support	Request NHB change this clause to "Tuning of products/ applications, databases, third party software's and any other components provided as part of the solution software including reconfiguration of the system in the event of any hardware failure / replacement, shall be the responsibility of the bidder/OEM."	**Please be guided by the relevant clauses of RFP document**
49	Page 41 Clause 5.3.3 b) ii Operations and Maintenance Phase – Regular Updation	Will there be a timeline or set parameter as to how many times a year and what intervals is Performance tuning expected to be conducted?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
50	Page 43 Clause 5.6 Service Window and Business Load	Request NHB to provide existing ticket data if possible, approximate number of concurrent users and peak user volumes.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
51	Page 28 Clause 4.2.9 Compliance: It is the responsibility of bidder to ensure that any commercial software acquired, is used only in accordance with licensing agreements	In whose name license will be procured, NHB or vendor delivering the solution?	**NHB**
52	Page 34 5.3.1.3. Develop Bidder shall provision for procurement of licenses in a staggered manner as per the indicative transaction volumes.	Do we need to procure license as per the need of data processing needs that keeps on increasing every year or we need to envisage system requirements for next 5 years and basis that calculate the one time license requirements.	**Please be guided by relevant clauses of RFP document to choose your methodology**
53	Page 33 The Integration framework should use Services Oriented Architecture	Is it necessary to use Services oriented architecture or we can go for micro services (API) as well?	**It is the choice of the bidder either SOA or API architecture**
54	Page 24 4.2.3.1 Data Access and Security	Does NHB use any Identity and Access management software with which SSO has to be integrated or should the vendor being license for IAM?	**NHB has identity and access management software but not SSO**
55	MIS Reports	Do we need a separate architecture/dimensional data model for MIS reports or they would directly come out of the database of the CBS/CFSS system	**Please be guided by relevant clauses of RFP document to choose your methodology**
56	Page 28 4.2.8 Disaster Recovery	Both RTO/RPO and DC/DR setup are called out. Does that mean within DC/DR setup, we need to maintain a RTO of 1 hour and RPO of 30 minutes for CBS/CFSS Solution.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
57	MIS reports	Any specified performance criteria for these reports? Any other format for Reserve Bank of India reports if applicable?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
58	Page 25 4.2.3.2 Data Archival The Integrated Solution should also be able to access archived data for reporting, as and when required	Any definition of delay/lag to restore the archived data before reporting can be done on it.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 3

Sl. No.	Relevant Clause of the RFP	Query	Reply to the Query
59	Page 26 4.2.4 Security Requirements CBS/CFSS should support multi-factor authentication	Does bank has any tool/license for MFA functionality or bidder has to bring their own license for MFA	**Bidder has to implement its MFA**
60	Page 90 LOS 225 Customer/Enterprise multidimensional model to provide a comprehensive 360-degree view of customer/enterprise	Is their any existing MDM solution where this needs to be created or bidder has to create this functionality outside CBS/CFSS setup?	**There is no existing MDM solution**
61	Page 91 LOS 226 Should read Optical Character Recognition (OCR)/Quick Response Code (QR Codes)	Is OCR/QR capability required only for specific form or it is required as general functionality?	**General as per RFP**
62	Page 91 LOS 228 Should have the ability in aggregating financial information from all possible financial data resources in India.	Any specific list of sources from which data needs to be acquired?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
63	Page 91 LOSS 232 Image recognition, reading PDF and other format documents and processing for verification and validation of documents.	Any specific list of document types that needs to be processed.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
64	3.22 •Date of implementation of project shall be the date of acceptance of the letter of award (Starting Date) or such other date as may be fixed by NHB. The same date shall be considered for renewal of support services etc., if applicable.	Request the dates are mutually agreed . Also, the bidder should be given 90 days for project start from the effective date of contract signing for start of the projetc	**Please be guided by the relevant clauses of RFP document**
65	5.1 Tentative Implementation Plan	The timelines for Implementation of both phases are very tight. Request that NHB relax these timelines to 6 months and 9 months respectively from the date of project start to ensure that the Bidder is able to implement, integrate and test solution.	**Please be guided by the relevant clauses of RFP document**
66	6.Period of Contract	The project should be extended only on agreemnt of both the parties and not at the discretion of the bank. Force Majeure situations need to be mutually discussed and payments agreed for such support period	**Please be guided by the relevant clauses of RFP document**
67	11.3 Bidder/ System Integrator should be profit (PBT) making in any one of the Financial Years during the last 5 years.	Request the following modification: Bidder/ System Integrator should be profit (PBT) making in all the Financial Years during the last 5 years.	**Please be guided by the relevant clauses of RFP document**
68	11.3 (5) Bidder/ System Integrator must be in the business of implementing at least one of the proposed Core Banking Solution (CBS) / Core Financial Services Solution (CFSS) as mentioned in this RFP i.e. LOS, LMS, Treasury, & Accounting Modules in the Public Sector Banks / Private Sector Banks / Financial Institutions / HFCs / Regulatory or Supervisory Bodies for Financial Sector in India, during the last 8 years.	Bidder requests that: Bidder be allowed to give references to LOS, LMS, Treasury and Accounting modules and not be restricted to proposed solution; Bidder be allowed global references: Bidder be allowed references from parent company and its global subsidiaries. OEM references be allowed in the scoring criterion	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 3

Sl. No.	Relevant Clause of the RFP	Query	Reply to the Query
69	11.5 (1) and (2)	Bidder requests that: Bidder be allowed to give references to LOS, LMS, Treasury and Accounting modules and not be restricted to proposed solution; Bidder be allowed global references: Bidder be allowed references from parent company and its global subsidiaries. OEM references be allowed in the scoring criterion	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 4

Sr. No	Page No	Section No./Clause No.	Reference/ Subject	Clarification Sought	Reply to Query
1	34 of 170	Section 5.3.1.3. Develop, point a (i)	i. The successful bidder will be responsible for supplying the application, licenses, database and related software, integration tools, along with the source code and installing the same so as to meet NHB's requirements mentioned in various sections of this RFP.	It is understood that IT infrastructure other than those mentioned in this section ,i.e., hardware, system software like operating system, virtualization software, backup management software, security software (antimalware, host intrusion protection etc.) will be provided by bank. Kindly confirm.	Server Hardware, virtualization software,backup software, security software, networking will be provided by the bank. But OS, Database, middleware, applications, Load Balance(if required) etc. will be provided by Bidder.
2	38 of 170	Section 5.3.2.3. CBS/CFSS Support Operations, point b	b) Bidder shall deploy CBS/CFSS support application accessible to all users in the organization for logging issues.	Kindly clarify whether the bidder needs to provide necessary tool to log and track issues logged by NHB users	Logging and Monitoring should be there and provision of helpdesk ticket management as well.
3	38 of 170	Section 5.3.2.3. CBS/CFSS Support Operations, point g	g) Based on the category the issue shall be assigned to the respective technical team, like i. Application support team ii. Infrastructure support team	Kindly clarify whether the "Infrastructure support team" refers to the corresponding support team of NHB or their nominated partner.	Infrastructure support team refers to the corresponding support team of NHB
4	41 of 170	Section 5.3.3. IT Infrastructure Support, point a (i)	i. Perform data backup and business continuity as per the agreed upon plan	It is understood that bidder can leverage existing backup tools at NHB DC/DR for this backup operation. Kindly confirm and share the tool details.	Yes. Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder
5	41 of 170	Section 5.3.3. IT Infrastructure Support, point b (i)	i. Perform the patch management, testing and installation of software updates issued by the OEM/vendors from time to time. These patches/updates, before being applied on the live infrastructure of the data center, shall be adequately tested. Any downtime caused due to updates and patches shall be to the account of the bidder and it shall not be considered as 'Agreed Service Down Time'.	It is understood that bidder can leverage existing patch management tool of NHB for this operation. Kindly confirm and share the tool details.	The bidder is required to test patches/updates of OS, Database and middleware in UAT before applying them in production. Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder
6	42 of 170	Section 5.5.1. Roles and Responsibilities of Bidder, point g	g) Ensuring the SLAs for downtime of system, software development / customization, procurement and delivery of hardware, errors in data entry as defined in this RFP are met.	It is understood that hardware will be procured by NHB separately, and ensuring procurement and delivery of the same is beyond bidders capability. Kindly clarify.	Hardware will be provided by the bank
7	46 of 170	Section 9. Service Level Penalties for Downtime	The bidder shall guarantee 99.5% of uptime. The Bidder shall be liable for liquidated damages for uptime maintained below 99.5% in a quarter.	Uptime of system depend on underlying hardware availability. It is understood that any downtime due to failure of underlying hardware will be excluded from calculation of uptime and availability for the bidder. Kindly confirm.	Refer to Section 9. Point 3 -Penalties will be applicable due to downtime caused by failure in application, software and database which will be provided by the selected bidder. However, downtime due to power, network or environmental failures or, due to causes attributable to NHB will not be taken into account.
8	12	3.11 Earnest Money Deposit (EMD)	All the Bids must be accompanied by a refundable interest free security deposit of ₹1,00,00,000/- by way of an e-payment in favor of National Housing Bank.	There should be option for submission of EMD in the form of BG.	Please be guided by the relevant clauses of RFP document
9	13	3.12 Performance Guarantee	The successful Bidder will be required to provide Performance Bank Guarantee (PBG) of value amounting to 6% of the Total Contract Value	It is requested to amend this clause, the value of PBG should not be more than 5% of the contract value.	Please be guided by the relevant clauses of RFP document

Sr. No	Page No	Section No./Clause No.	Reference/ Subject	Clarification Sought	Reply to Query
10	13	3.13 Liquidity Damages	If the Service provider fails to complete the due performance of the contract in accordance with agreed specifications and conditions to the satisfaction of NHB, as the case may be or abandons the project/contract without completing as per the agreed terms, NHB, as the case may be, reserves the right to recover damages at 10 percent of the Total contract value as and by way of liquidated damages not as penalty.	It is requested to amend this clause as "If the Service provider fails to complete the due performance of the contract in accordance with agreed specifications and conditions to the satisfaction of NHB, as the case may be or abandons the project/contract without completing as per the agreed terms, NHB, as the case may be, reserves the right to recover damages at 5 percent of the Total contract value as and by way of liquidated damages not as penalty".	**Please be guided by the relevant clauses of RFP document**
11	46	9 Service Level Penalties for Downtime	The downtime penalty is capped at a maximum 12% of total cost of Software (A1+A2+A3) and ATS (B) for the quarter.	It is requested to amend this clause. The downtime penalty should be capped at a maximum 5% of the total cost of Software & ATS for the quarter. Slab wise penalty should be adjusted accordingly.	**Please be guided by the relevant clauses of RFP document**
12	47	10 Penalty for Non-Availability of deployed onsite support	additional penalty shall be levied as per following: ₹1500/- per day of absence per personnel	Total penalty for the quarter should be capped at 5% of the quarterly On site support charges.	**Please be guided by the relevant clauses of RFP document**
13	53	12.2 Payment Term for Database and Associated Software (Table 1)	90% on Delivery of Product, Licenses and Installation of the Product 10% (Retention Money) After completion of the contract period of 5 years	Since successful bidder will submit PBG for entire contract period, it is requested to change this clause as 100% on Delivery of Product, Licenses and Installation of the Product.	**Please be guided by the relevant clauses of RFP document**
14	53	12.2 Payment Term for Software Application Licenses of COTS - CBS /CFSS (Table 2)	70% on Delivery and Installation of Application Softwares / Licenses 20% on Sign-off of SRS Document 10% After completion of the contract period of 5 years	Since successful bidder will submit PBG for entire contract period, it is requested to change this clause as: 90% on Delivery and Installation of Application Softwares / Licenses 10% on Sign-off of SRS Document	**Please be guided by the relevant clauses of RFP document**
15	54	12.2 Payment Term for Implementation Cost	40% on Implementation of Phase I 15% on Implementation of Phase II 10% on Training 15% on Implementation at DR 20% after completion of the contract period of 5 years	Since successful bidder will submit PBG for entire contract period, it is requested to change this clause as follows: 40% on Implementation of Phase I 25% on Implementation of Phase II 10% on Training 25% on Implementation at DR	**Please be guided by the relevant clauses of RFP document**
16	54	12.2 Payment Term for ATS / AMC Cost		Payment term for ATS / AMC is not mentioned in the RFP. It is requested to include payment term for ATS / AMC as follows: ATS / AMC cost for all Database, Application & Associated software should be paid at the beginning of each year.	**Necessary corrigendum may be issued.**
17	54	12.2 Payment Term for Support Cost		Payment term for ATS / AMC is not mentioned in the RFP. It is requested to include payment term for Support cost as follows: Monthly support cost should be paid at the end of each month.	**Please be guided by the relevant clauses of RFP document**
18	57	17 Taxes		It is requested to include this clause as Any new levy introduced by Central Govt/ State Govt or any increase in the rate of existing taxes shall be reimbursed to supplier / service provider at actuals.	**Please be guided by the relevant clauses of RFP document**

Sr. No	Page No	Section No./Clause No.	Reference/ Subject	Clarification Sought	Reply to Query
19	67	F.1 Accounting Module	FIN 12	We assume that the existing Chart of Accounts structure will be followed . Will there be any change or re-design	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
20	69	F.1 Accounting Module	FIN 57	Need more clarity. What do you mean by Soft Close and Hard Close	**Hard close refers to closing of period after the audit of financials. Soft close refers to closing of period before the audit of financials.**
21	76	F.1 Accounting Module	FIN 190	The system should be able to maintain mapping of locations (authority grid) from where the cash could be withdrawn / deposited / managed - This requirement should be part of Treasury solution not Finance	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
22	78	F.1 Accounting Module	FIN 223	Module for premise rent - This may require full Oracle modules or an external/3rd party applications. Customization/development is very complex and maintenance is difficult.	**Please be guided by the relevant clauses of RFP document**
23	78	F.1 Accounting Module	FIN 227	This requirement will not be implemented by applying any product patch. NHB have to provide the necessary changes to the bidder that need to be configured/customized.	**Please be guided by the relevant clauses of RFP document**
24	79	F.1 Accounting Module	FIN 231	Guidelines can be configured as per need. Any change in guideline need to be informed to bidder by NHB with all the necessary details & changes required	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
25			Organization Structure	What is the current Organization structure. How many Legal Entities, Business Units and Joint Ventures (if any)	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
26	25	4.2.3.2	Data Archival	Data Archival Strategy - Archival data is required for 9 years. Archival data traceability should only be in legacy systems (SAP).	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
27	35	5.3.1.4	Integration	Please provide list of all applications that require an inbound/outbound integration to be considered	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
28	35	5.3.1.4	Data Migration (b, c)	It is assumed that , all migration data will be provided in SI provided predefined format templates only. Any data extraction, cleaning and transformation from any application(s) and files are not considered part of this scope	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
29	35	5.3.1.6	Hand Holding Support	Bidder shall deploy more people for hand-holding support at no additional cost to NHB. Please provide details.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
30	44,45,47	5.9, 5.9(i), 5.9 (10)	General Query	We suggest onsite- offshore model for implementation and support. Kindly confirm	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
31	47	5.9 (10)	Penalty for Non-Availability of deployed onsite support	It is expected to provide the onsite support as per the service windows and as per SLA ,hope our understanding on this is clear.	**Please be guided by the relevant clauses of RFP document**
32	General	General	Total Number of Accounting & Finance Users for Licensing	How many Finance users does NHB have? Need this information for product licensing. It will be helpful, if we get this information module wise (AP, AR, FA, CA, GL)	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 4

Sr. No	Page No	Section No./Clause No.	Reference/ Subject	Clarification Sought	Reply to Query
33	35	5.3.1.4	Data Migration	Please provide the data volume to be migrated (Customer, Suppliers, Master Data, Open Payables Invoices, Open AR Transactions, Open AR Receipts, Assets, Banks etc.)	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
34	41, 42	5.3.4	Reporting	Incase bidder need to provide customized reports to NHB, then please provide an approximate count of number of custom reports required by NHB under Finance & Accounting business processes along with there complexity (Low,Medium,High).	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
35	19	4. Deliverables / ReportingRequiremen	e) Transaction Volumes:	What is the expected growth in volume Y O Y for subsequent 5 years?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
36	35	5. Business Requirements / Scope ofW	5.3.1.4. Integration & Data Migration	What will be the various external integrations required in the processing flow?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
37	35	5. Business Requirements / Scope ofW	5.3.1.4. Integration & Data Migration	For Data migration details of Product Configuration is needed in details for estimation	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
38	36	5. Business Requirements / Scope ofW	5.3.1.7- Training	Is the Bidder expected to provide the Training environment for User training or will NHB provide the training environment?	**Bidder can use the UAT environment for training, the OS and DB of UAT environment is to be provisioned by the Bidder.**
39	89, 90, 95	F.2 Loan Origination System (LOS)Mo	8. Other requirements a. Integration, LOS 208 11. Disbursement of amount from system (Integration with LMS), LOS 296	What are the existing communication modes & integrations that are being used in the current systems	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
40	97	Annexure 'F'- Scope of Work / Busines	1. General Requirement,LMS 60, Types of Loan Products	Please specify the Volumetrics of various loans and their other parameters (Like customer count, tenure, ODs buckets etc.) of currently LMS system to analyze the future volume.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
41	98	Annexure 'F'- Scope of Work / Busines	1. General Requirement, LMS 72	What is the current FCU process?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
42	98	Annexure 'F'- Scope of Work / Busines	1. General Requirement, LMS 72	Is there any current FCU application that is being used?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
43	98	Annexure 'F'- Scope of Work / Busines	1. General Requirement, LMS 72	How many applications is FCU currently being interfaced with? Break up of Internal & External needed	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
44	98	Annexure 'F'- Scope of Work / Busines	1. General Requirement, LMS 72	what is monthly volume of applications for FCU	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
45	98	Annexure 'F'- Scope of Work / Busines	1. General Requirement, LMS 73	Will there be direct 3rd party integrations? For example like CIBIL. Please specify more details on other Third party integration currently there in the ecosystem od NHB	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
46	110	Annexure 'F'- Scope of Work / Busines	20. Management Control, LMS 329	Which DMS will be used NHB's own DMS/ Bidder has to propose? If there existing system of NHB how will it interact with new Bidder system?	**NHB has a DMS implemented**
47	101	Annexure 'F'- Scope of Work / Busines	4. Reset of ROI, LMS 127 5. Re-Risk rating-Credit Team, LMS 137 6. ROI Concession, LMS 145 &149	Details on Business Rule Engine (BRE) is required . If there is existing BRE being used of NHB then which are the interfacing applications?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
48	103	Annexure 'F'- Scope of Work / Busines	10. Collateral/Security Management, LMS 203	Need more clarity on 9. Batch Job Process	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Sr. No	Page No	Section No./Clause No.	Reference/ Subject	Clarification Sought	Reply to Query
49	165	Annexure 'S' – Service Level Target &I	Service Level/Severity Level definition:	In Priority 3 / Low Criticality- It is mentioned that "Impact to internal workflow systems with limited risk to critical systems or processes", What About External Workflow criticality?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
50	165	Annexure 'S' – Service Level Target &I	Service Level/Severity Level definition:	Is there any existing Help Desk/ Support Desk team of NHB or process existing?	**Bidder has to setup his own helpdesk team for CBS/CFSS modules support**
51	General	General	3rdparty Integration or Any other API related	Please provide details of the existing solutions for each of these applications with which LMS is expected to build interfaces. Please confirm the same will have API based integration capability at their end for integration.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
52	General	General	Overdraft facility and Co-Lending	Overdraft facility and Co-Lending functionality seems to be cover under NHB but its not mentioned clearly in the RFP. Please Clarify	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
53	42	5.5.1 (g)	Ensuring the SLAs for downtime of system, software development / customization, procurement and delivery of hardware, errors in data entry as defined in this RFP are met	Request bank to clarify, procurement and delivery of hardware is not in the part of current scope of RFP.	**Hardware will be provided by the bank**
54	43	5.5.2	Hardware viz. Servers will be procured by the Bank based on requirements from successful bidder on mutual agreement with NHB.	Request bank to clarify, whether bank is going to provide Hardware in bank's DC in premise or in cloud infrastructure	**Hardware will be provided by the bank. On-Premise in DC and DR**
55	127 & 39	IV & b)	Total Contract Value for Five Years NHB would require ATS for a period of 5 years from the date of complete go-live of all the applications	Please clarify, whether the implementation period is with in the 5 years of contract period or outside contract period. Understanding is, 4 Months(Ph1+Ph2) + 5 years ATS/Support= 5 years and 4 months of total is Contract period.	**The contract period is for 5 years after Complete Go Live.**
56	31	5.3.1	The system software purchased & installed at this point in time should have a warranty of five years from date of Complete Go-Live.	Please clarify, bank is really looking for warranty of five year from date of Complete Go-Live for system software only.	**Please be guided by relevant clauses of RFP document**
57	39	5.3.2.1	Application support includes, but not limited to, production monitoring, troubleshooting and addressing the functionality, availability and performance issues, implementing the system change requests etc.	Request bank to clarify, whether any server monitoring tool is already deployed and used by bank and can bidder leverage the same.	**Yes**
58	41	c)	The bidder to run Production systems from the DR at pre-defined frequency in DR drill.	Request bank to provide the details of the DR capacity requirement with respect to DC capacity.	**For CBS/CFSS solution, the DR capacity has to be 100% of DC**
59	43	5.5.2 b)	Provide the data available in the form of physical files or existing databases to the selected bidder for data migration into the proposed CBS/CFSS solution	Request bank to share the volume of data needs to be migrated to new system, so that it helps in calculating hardware storage and other environments.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
60	43	5.5.2 b)	Provide the data available in the form of physical files or existing databases to the selected bidder for data migration into the proposed CBS/CFSS solution	It is understood that, bank will provide the bidder with the clean and sanitize data for the data migration.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
61	25	4.2.3.4 Auditor Access	The integrated solutions should also be capable of enabling the concurrent audit and VAPT audit.	It is understood that, bank will carry out VAPT audit and Bidder will assist bank to comply with the observations.	**Yes**
62	110	Annexure F - F.4 Asset LiabilityManag	System should have the capability to create the Asset Master with all the listing of the assets with the respective categories, pricing, lifecycle etc.	1. This will only be for financial assets. Please confirm. 2. Need to understand the what we mean by lifecycle?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Sr. No	Page No	Section No./Clause No.	Reference/ Subject	Clarification Sought	Reply to Query
63	110	Annexure F - F.4 Asset LiabilityManag	System should have the capability to create the Liability Master with all the listing of the liabilities with the respective categories, pricing, lifecycle etc.	1. This will only be for financial liabilities. Please confirm. 2. Need to understand the what we mean by lifecycle?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
64	111	Annexure F - F.4 Asset LiabilityManag	System should be able to calculate the value at Risk (VaR) and earning at risk for the asset	1. VaR will be for Market Risk VaR - Trading/ investment portfolio for interest rate risk, equity risk and FX risk	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
65	111	Annexure F - F.4 Asset LiabilityManag	System should be able to provide information basis the market risk involved around the assets i.e. Liquidity Risk, Interest Rate Risk, Foreign Exchange (Forex) Risk, Equity Price Risk, Funding risk	1. What are the risk factors required for the risks mentioned here?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
66	111	Annexure F - F.4 Asset LiabilityManag	The system should be able to manage the market risk involved with the constituent with ASSET - LIABILITY MANAGEMENT COMMITTEE(ALCO)	1. Risk sensitivity factors - PV01 and VaR will be provided for market risk	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
67	111	Annexure F - F.4 Asset LiabilityManag	The system should allow feeding the collection information of ALM from various departments	1. This will be the repayment schedule for the loans. Please confirm.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
68	111	Annexure F - F.4 Asset LiabilityManag	System should have the ability to define the target desired maturity value of the asset	1. Explanation required. Not clear what is the requirement from the system.	**Value at the time of maturity (Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder)**
69	111	Annexure F - F.4 Asset LiabilityManag	System should have a module to provide information of Non-Performing Asset	1. NPA report will be expected as an input. Any MIS report generation required will be on that.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
70	112	Annexure F - F.4 Asset LiabilityManag	MIS reports should be generated for the NPA for evaluation and could be utilized in future	1. NPA report will be expected as an input. Any MIS report generation required will be on that.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
71	26	Annexure F - 4.2.4 SecurityRequiremen	CBS/CFSS should have proper audit trail mechanisms. Audit logs should be stored securely and should not be modified unauthorizedly. CBS/CFSS solution should support integration with Bank's System Information and Event Management (SIEM) system.	1. What is the mechanism of integration and what is the requirement from application to integrate with Bank's SIEM. Request more details on the same.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
72	26	Annexure F - 4.2.4 SecurityRequiremen	CBS/CFSS solution to support Bank's user authentication and authorization requirements, password complexity requirements, role-based access requirements, version control etc.	Request more details on the Bank's user authentication and authorization requirements, password complexity requirements, role-based access requirements, version control etc.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
73	19	4.1	Reporting Requirements - NHB would require standard & customized reports through multiple channels and at multiple frequencies	Please provide an approximate count of number of custom reports required by NHB under Treasury business along with their complexity (Low,Medium,High). Also, what are the multiple channels referred in this context?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
74	21	4.1	Transaction Volumes	For Treasury business, please provide details on the daily volume of transactions across all asset classes (Forex, Money Market, Investment & Derivative) along with expected annual growth for the contract period	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
75	21	4.1	NHB Staff Strength	How many Treasury users (Named user) are to be considered for the purpose of License/pricing	**Details will be shared with the successful bidder**

Sr. No	Page No	Section No./Clause No.	Reference/ Subject	Clarification Sought	Reply to Query
76	28	4.2.9	Compliance	Please provide more details on the bank's IT policies which the application has to comply with	**Details will be shared with the successful bidder**
77	29	5.1	Tentative Implementation Plan. The above are the indicative list of minimum set of modules, for which, Phase I has to go-live within 3 months post-date of acceptance of work order by the successful bidder	As per the RFP, Phase I and II component to Go-live within 3 months & 4 Months of acceptance of work order. Is this fixed or the vendors can provide a realistic plan based on the scope of requirements, amount of data to be migrated & our prior experiences? Also, can the start date be revised to Contract document/SOW sign-off between both parties and not date of acceptance of work order	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
78	35	5.3.1.4	Integration & Data Migration	Please provide more details on the current solution at NHB for Treasury along with the volume of data to be migrated (outstanding transactions, master data, settled positions & account balances) to the proposed solution. Hope NHB will coordinate with current vendor for extraction of data for migration and verify the correctness & provide sign-off. Please confirm	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
79	37	5.3.2	On-site support post Go-live	Ask as per the RFP is to have on-site support for the entire period of 5 years. Is this in addition to the centralized support services team at site	**On site support needs to be provided by the successful bidder for five years as required by NHB**
80	38	5.3.2.3	Bidder shall deploy CBS/CFSS support application accessible to all users in the organization for logging issues	Is this related to the ticketing tool through which the issues related to application are being raised? Should this be provided by the vendor & included in the commercials or the same will be provided by NHB? Please confirm	**Yes. It is to be provided by bidder**
81	67	Annexure F	Scope of Work	Noted that RFP has columns to be updated only for "In built Functionality" and "Available through Customization". Can we include an additional column to this to explain the product capability in detail (and also if it can be partially supported)	**No**
82	17	3.34 Intellectual Property Rights	All customizations will be exclusive property of NHB, and the related source code should be provided to NHB.	Is the bank open for having an Escrow arrangement with a third party service provider with whom the source code can be kept?	**Yes**
83	32	5.3.1.2 Applications	The integrated solution should provide data transfer in the form of web services to/from all regulatory/statutory bodies in India	Can you please provide the full list of systems to/from which the data transfer would be required through web services	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
84	26	4.2.4	CBS/CFSS should support multi-factor authentication	Please state the MFA authentication mechanism available with NFB for integration. Are there any SSO solutions implemented by bank. If so, please provide the details for integration	**The solution should support MFA for e.g. password, OTP, captcha etc..**
85	113	F5. Treasury Module(T-10)	Sanction documents to be uploaded in the system through the OCR technology	Please elaborate this business requirement. Does bank have OCR application to which treasury application can integrate?	**OCR functionality should be there with solution.**
86	113	F5. Treasury Module(T-23)	System should allow the foreign currency rates to be uploaded	What is the frequency at which FC rates are to be uploaded. Is there any integration requirement with external rate sourcing systems	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 4

Sr. No	Page No	Section No./Clause No.	Reference/ Subject	Clarification Sought	Reply to Query
87	114	F5. Treasury Module(T-45)	System should have a module for spread master with full-fledged calculation for interest rate for borrower and the bank	Hope this requirement is related to loan module. Please confirm	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
88	116	F5. Treasury Module(T-86)	System should allow the accounting of all bank transfers basis nature	Please clarify the requirement related to bank transfers - basis nature	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
89	116	F5. Treasury Module(T-106)	Ability to consume MT 940 / 960 reports from banks for balance updation(SWIFT CODES sent by financer etc.)	Is this related to FCY transactions undertaken by NHB or this refers to INR transactions/movements?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
90	117	F5. Treasury Module(T-126)	auto extinguishment of matured deals	Please clarify the requirement on auto extinguishment & expectations from the system	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
91	118	F5. Treasury Module(T-153)	Provision to upload the security assigned against a particular facility	Is this for Repo/Reverse Repo transactions in Treasury? Please provide details from a Treasury application scope	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
92	159	F5. Treasury Module(T-159)	Generation of documents as acceptable to IPA	Please provide more details on the documents to be shared with IPA from application	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
93	118	F5. Treasury Module(T-179)	Generate quarterly statement for Trustee's certification on LODR compliance	Please provide more details LODR compliance and expectations from the solution	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 5

S. No	Relevant Clause of the RFP	Query	Reply to the Query
1	11.3.　　Minimum Eligibility Criteria 5. Bidder/ System Integrator must be in the business of implementing at least one of the proposed Core Banking Solution (CBS) / Core Financial Services Solution (CFSS) as mentioned in this RFP i.e. LOS, LMS, Treasury, & Accounting Modules in the Public Sector Banks / Private Sector Banks / Financial Institutions / HFCs / Regulatory or Supervisory Bodies for Financial Sector in India, during the last 8 years.	We request Bank to modify the clause as below: 5. Bidder/ System Integrator must be in the business of implementing at least one of the proposed Core Banking Solution (CBS) / Core Financial Services Solution (CFSS) as mentioned in this RFP i.e. LOS, LMS, Treasury, & Accounting Modules in the Public Sector Banks / Private Sector Banks / Financial Institutions / HFCs / Regulatory or Supervisory Bodies for Financial Sector in **India or globally** , during the last 8 years.	**Please be guided by the relevant clauses of RFP document**
2	4.2.3.1 Data Access and Security Data security is to be addressed by the Bidder from two perspectives: • To restrict access to / sharing of confidential data, and • To ensure that data is not changed or destroyed, either inadvertently or intentionally, by any user /administrator or an external party. The Bidder shall ensure the following: • Only authorized person can access the solution, • Authorized person shall have access only to the data, which is relevant to them, and • Access to the relevant data is further restricted to either read or update depending on the responsibility.	We request Bank to provide the details of the existing SOC/ Secuirty Infra.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
3	4.2.3.2 Data Archival In order to meet statutory, regulatory and MIS requirements, archiving and easy retrieval of data along with supporting documents/ attachments is required for 9 years. The bidder must ensure that the Integrated Solution provides a data archiving capability, with support for implementing archival policies. The Integrated Solution should also be able to access archived data for reporting, as and when required. Bidder shall provide a policy document for archival along with the solution.	Please confirm our below understanding: While Bank has referred only Servers Bank would provide "Section 5.5.2 : f) Hardware viz. Servers will be procured by the Bank based on requirements from successful bidder on mutual agreement with NHB. The existing available servers will be for development and UAT environment of CBS/CFSS." So bidders should bring other HW if required (Like NW / FW / LB etc)	**For Hardware viz. Servers, LB(if required) to be procured by bidder**
4	The database should be in the latest available version.	We request Bank to provide the details of any existing Unlimited licensing for OS and DB and any other 3rd party middleware products that we can leverage. This will help us in cost optimal solution	**There is no such unlimited licensing for OS and DB available with the Bank.**
5	1 Sustenance Support During the period of Sustenance Support, SLA penalties shall not be applicable, however, the bidder has to provide O&M support of the implemented modules, which will be non-chargeable. Support cost will be chargeable only after the implementation of all modules and complete project sign off.	What is the period here for Sustenance Support	**The period between Phase I go live and Phase II go live**
6	1 Application Support 24*7*365	While here it is referred only Application support , please provide the details about Infra Support and Helpdesk support and its timelines.	**Infra will be provided by NHB. Application support to be handled by Vendor. Application support(End to End)**
7	The Services shall be performed at Delhi or at such location required/ approved by NHB.	We request Bank to provide the location details of DR site and w team size requirement at that place.	**DR-Navi Mumbai, DC - New Delhi**
8	Onsite Support a. Vendor will depute 2 onsite officials from day one (one Technical & one Functional), during period of contract, post signoff. The duty hours of onsite qualified engineers would be 10 AM to 6 PM. In urgent circumstances, vendor will ensure the availability of Onsite Engineer for smooth operations and support services as and when required by Bank.	Please confirm the below understanding: 2 Onsite support staff for each Application / Infra / Helpdesk.	**After complete go live, 2 functional and 1 technical team members will be for onsite support. Necessary corrigendum will be issued.**
9	Onsite Support a. Vendor will depute 2 onsite officials from day one (one Technical & one Functional), during period of contract, post signoff. The duty hours of onsite qualified engineers would be 10 AM to 6 PM. In urgent circumstances, vendor will ensure the availability of Onsite Engineer for smooth operations and support services as and when required by Bank.	**Please clarify on below clause as it contradicts with other refference where it states , support required is 24x7.** 13. "IT Helpdesk Support" shall man the support center which shall handle Fault reporting, Trouble Ticketing, and related enquiries during this contract. Helpdesk support is to be provided 24*7*365. The helpdesk should have portal for the automation of logging tickets by users, response and resolution times as per system, reopening of tickets when required, uploading of screenshots and classification of tickets based on severity as defined below. 1 Application Support 24*7*365	**Yes, ticket management tool to be bought by vendor. After complete go live, 2 functional and 1 technical team members will be for onsite support. Necessary corrigendum will be issued.**
10	Bidder shall design the approach for helpdesk and support for CBS/CFSS, which will include the preparation of support team related processes including information security incident management process and the same will be approved by the NHB.	Do we need to bring EMS/NMS/Ticketing and Monitoring tool , or can we leverage existing tool, bank to provide the access to bidders staff?	**The helpdesk tool to deploy is the choice of the bidder**
11	Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer [Clause 3, Point No.4]	we would request you to consider suggestions/modifications of the bidder	**Please be guided by the relevant clauses of RFP document**

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12	The PBG should be valid till at least three months beyond the expiry of contract period or such other extended period as NHB may decide. [Clause 3.12, Line 3]	The PBG would be required by NHB towards assurance for the performance of the project. The bidder is in the business for more than two decades having delivered multiple projects successfully and hence this may not be required in case of the Bidder. However, if this is required mandatorily, we would request to finalize the PBG terms mutually at contracting stage including linking of the duration of PBG with contract term since it will be towards performance of the contract, PBG amount, invokation process, etc.	**Please be guided by the relevant clauses of RFP document**
13	The successful Bidder will be required to provide Performance Bank Guarantee (PBG) of value amounting to 6% of the Total Contract Value (Annexure I)[3.12]	In continuation of our above comment, if PBG is required mandatorily, we would request to finalize the PBG terms mutually at contracting stage.	**Please be guided by the relevant clauses of RFP document**
14	If the Service provider fails to complete the due performance of the contract in accordance with agreed specifications and conditions to the satisfaction of NHB, as the case may be or abandons the project/contract without completing as per the agreed terms, NHB, as the case may be, reserves the right to recover damages at 10 percent of the Total contract value as and by way of liquidated damages not as penalty. It is clarified that the liquidated damages shall be over and above the penalty, if any, imposed under Clause 6. [Clause 3.13]	The words "..to the satisfaction of NHB" is dicretionery; hence, request to omit the wording as the reason is already provided in foregoing statement. Further, we would request to finalize this clause mutually at contracting stage. We would also request to consider following: a. Lesser Liquidated Damages percentage, b. Liquidated Damages to be applied only in case of material breach for reasons solely attributed to bidder which remains un-cured within mutually agreed cure period.	**Please be guided by the relevant clauses of RFP document**
15	The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the Vendor[Clause 3.34(b)]	Request to make this clause mutual as necessary licenses and adherence to applicable law would be applicable to both parties and not only the bidder.	**Please be guided by the relevant clauses of RFP document**
16	.....if the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables and reimburse NHB for any amounts paid to the Bidder for such Deliverables, along with the replacement costs incurred by NHB for procuring an equivalent equipment in addition to the penalties levied by NHB . [Clause 3.34(c)]	Request to please omit the provisions relating to reimbursement, replacement cost, and penalties. The RFP states clauses of PBG and LD including remedies available at law as per contract. Additionally, include cost caused due to bank's fault to borne the cost for the same	**Please be guided by the relevant clauses of RFP document**
17	All customizations will be exclusive property of NHB, and the related source code should be provided to NHB. [Clause 3.34(e)]	The bidder has authored and developed the software over multiple years with extensive efforts, research and development which is a critical proprietary asset of the bidder. The customizations will be build over such software and may not be seperable from the same. Further, as per prevalent practice in software industry, the software, its customizations are made available in object code form. In this view we would insist on the bidder retaining the exclusive ownership in the software as well as customizations which will be made avaialbe to the bank in object code form.	**Please be guided by the relevant clauses of RFP document**
18	In case such a statement is found at the contract stage, NHB may take at its discretion appropriate action as provided in the RFP for termination of the contract including invocation of the PBG. [Clause 3.35(b)]	For breach by bidder through false/ incomplete statement, bank will have remedies available at law as claim for damages. Request to omit this provision from contract	**Please be guided by the relevant clauses of RFP document**
19	Application support includes, but not limited to, production monitoring, troubleshooting and addressing the functionality, availability and performance issues, implementing the system change requests etc. The bidder shall keep the application software in good working order; perform changes and upgrades to applications as requested by the NHB team. Key activities to be performed by bidder in the application support phase are as follows: [Clause 5.3.2.4]	"Upgrades" would be considered as change under change and version control 5.2.3.4 (e) as it may bring to the solution a major functionality changes not existing in the solution offered to bank and would be charged seperately. Kindly omit this wording from this clause	**Please be guided by the relevant clauses of RFP document**
20	The bidder shall ensure compliance to SLAs as indicated in this RFP and any updates/ major changes to the software shall be accordingly planned by bidder ensuring the SLA requirements are met at no additional cost to the NHB [Clause 5.3.2.4(a)]	Kindly note that "major changes" would be considered as change under change and version control 5.2.3.4 (e) as it may bring to the solution a major functionality changes not existing in the solution offered to bank and would be charged seperately. Kindly omit this wording from this clause	**Necessary corrigendum will be issued for clarification, if required**
21	For performing any functional changes to system, which are deviating from the signed-off Functional Requirements/System Requirements, a separate Change Control Note (CCN) shall be prepared by bidder and effort and cost estimates shall be mutually agreed between bidder and NHB team at the **person-month/day cost** quoted by bidder in its commercial quote. This person-month/day cost shall be unchanged during the contract period. [Clause 5.3.2.4.(c)(iii)]	kindly elaborate the bold portion. Request AMC terms and provisions to be negotiated at contracting stage	**Please be guided by the relevant clauses of RFP document**
22	Any changes/upgrades to the software performed during the support phase shall be subject to the comprehensive and integrated testing by the bidder to ensure that the changes implemented in the system meets the specified requirements and doesn't impact any other function of the system[5.3.2.4.(c)(v)]	Kindly omit this word. Request bank to please refer to comment provided in Sr. No.8. upgrades would form part of change and version contol as per contract	**Please be guided by the relevant clauses of RFP document**

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23	All planned changes to application systems shall be coordinated within established Change and version control processes to ensure that: i. Appropriate communication on change required has taken place ii. Proper approvals have been received iii. Schedules have been adjusted to minimize impact on the production environment. The bidder shall define the Software Change Management and Version control process. For any changes to the solution, bidder has to prepare detailed documentation including proposed changes, impact to the system in terms of functional outcomes/additional features added to the system etc. Bidder shall ensure that software version control is done for entire duration of bidder's contract.[5.3.2.4.(e)]	Change control shall be charged additionally as it would mean additional time, effort, expertise and/or resources would need to be involved for purpose of changes to application system. Kindly incorporate "on reasonable commercial basis" in the present clause. Kindly also elaborate on "Proper approvals have been received". That is, please enumerate the approvals for clarity.	Only after Proper Approvals at NHB end, can a change request be authorized. The approvals are a part of the appropriate communication.
24	Application support vendor shall work free of cost with the infrastructure vendor to implement any infrastructure security solutions that require changes at the software/services/components level [5.3.2.4.(c)(viii)]	Please elaborate for understanding purpose. Please confirm what is meant by infrastructure vendor?	As infrastructure will be provided by NHB. The bidder has to work with the Server/Network team at NHB
25	Backup and Business Continuity i. Perform data backup and business continuity as per the agreed upon plan ii. Bidder shall design and implement adequate data backup and restoration procedures. iii. Bidder to prepare administration manual, backup, DC- DR replication manuals etc. and continuously update the required documents. iv. The Bidder shall ensure that Data backup is maintained till the last transaction occurring in the system. v. The data synchronization between the Data Centre and Disaster Recovery (DR) site shall also be designed and implemented by bidder to meet the RPO and RTO requirements. In addition, NHB shall also maintain the data backup on the external backup tapes, which are stored in a secured location agreed with NHB team. vi. NHB shall ensure that daily back-up copies of the data are created and maintained safely. [5.3.3.(a)]	BCP would not be applicable to Bidder as the infrastructure would be at bank site and bidder would have less/no control over the management and hence request to omit this clause	This is a part of the BCP and DR plan for CBS which bidder has to propose. This clause cannot be omitted.
26	The Bidder and NHB will mutually agree on the format of the reports to be submitted by the Bidder to NHB. If NHB requests the Bidder to provide customized reports, the Bidder will provide customized reports at no cost to NHB. [5.3.4.]	Additional time and resource would need to be allocated for this purpose. Hence request you to kindly amend the below proposed modification: "The Bidder and NHB will mutually agree on the format of the reports to be submitted by the Bidder to NHB. If NHB requests the Bidder to provide customized reports, the Bidder will provide customized reports at reasonable cost to NHB".	Please be guided by the relevant clauses of RFP document
27	At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to bidder's scope of work, the bidder shall be responsible to deliver services defined in scope and also maintain SLA requirements [5.4]	kindly elaborate how transition would be applicable during contract period. Request to omit this clause. Moreover, transition is an additional activity hence would be chargeable	Please be guided by the relevant clauses of RFP document
28	The transition plan along with period shall be mutually agreed between bidder and NHB and could be extendable when the situation occurs. Bidder shall be released from the project once successful transition is done meeting the parameters defined for successful transition. [5.4.(d)]	As explained in Sr.No.16, this would be an additional effort for the vendor. Request to see the below modified clause: "The transition plan, cost along with period shall be mutually agreed between bidder and NHB and could be extendable when the situation occurs. Bidder shall be released from the project once successful transition is done meeting the parameters defined for successful transition."	Please be guided by the relevant clauses of RFP document
29	NHB will get the system audited by 3rd party auditors at its own discretion. The Bidder shall provide necessary support and co-operation for the same and close the findings of the audit [Clause 5.8]	Kindly elaborate on how would the bidder be responsible for "closing findings of audit"? The audit requirement as per this clause is of bank and hence is not agreeable to the following wordings: "…and close the findings of the audit". Additionally, all costs relating to this would be bank's responsibility	Ensuring compliance and hence closure of the findings will be responsibility of the bidder
31	The tenure of the contract would be five years from the date of user acceptance and project sign-off (complete go-live – phase-II) and extendable at the discretion of Bank on mutually agreed terms and conditions. [Clause 6 (i)]	Kindly remove one-sided term. Request to amend below proposed modification as follows: "The tenure of the contract would be five years from the date of user acceptance and project sign-off (complete go-live – phase-II) and extendable as may be agreed between parties on mutually agreed terms and conditions."	Please be guided by the relevant clauses of RFP document
32	If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures [Clause 7, Point 2]	The Bidder when selected will act as a partner of NHB who would work with it jointly towards the delivery of the project which will be critical for both parties. The bidder will have multiple dependencies on NHB for the delivery of the project. In case of any issues/failures the bidder will resolve the same in coordination and with support of NHB as per agreed SLAs/cure period. Further, in the event any material breach by the bidder, NHB can always seek the remedies availalbe at law including the multiple and extensive remedies mentioned in the RFP like LD. Also, the portion highlighted in red is wide, subjective and open ended. Therefore, we request to omit the portion highlited in red.	Please be guided by the relevant clauses of RFP document

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33	If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or/and to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance. [Clause 7, Point 3]	Request to omit the word "penalty" from this clause 7 as LD and termination is already covered	**Please be guided by the relevant clauses of RFP document**
34	Bank may impose penalty to the extent of damage to its any equipment, if the damage is due to the actions directly attributable to the staff of the Bidder. [Clause 7, Point 5]	Kindly omit penalty clause mentioned in clause 7(5) as provisions relating to PBG, LD, court remedies are already covered in the contract	**Please be guided by the relevant clauses of RFP document**
35	If the Selected Bidder fails to deliver the required services due to the reasons attributable to him like delay in delivery and installation of requisite solution/non- accessibility of system/downtime due to non-functioning/ non- availability of support, the penalty/liquidated damages would be imposed as mentioned below while processing the payment. [Clause 7, Point 6]	Request to omit the word "penalty" from this clause 7 as LD is already covered including other remedies as per contract	**Please be guided by the relevant clauses of RFP document**
36	**In case the complete go-live completion date delay exceeds TEN weeks, the Bank reserves the right to cancel the order. Also, liquidated damages, equivalent to 10% of the value of the late delivered/implemented items will be charged (PBG too, may be revoked in such case). In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise.** **If orders are cancelled due to non-delivery, the vendor may be debarred by Bank for participating in any future tenders floated by Bank [Clause 8]**	The Bidder when selected will act as a partner of NHB who would work with it jointly towards the delivery of the project which will be critical for both parties. The bidder will have multiple dependencies on NHB for the delivery/ completion of go-live date. In case of any delays the bidder will resolve the same in coordination and with support of NHB as per agreed timelines. Further, in the event any material breach by either party, non-breaching party can always seek the remedies availabe at law. Therefore, we request to omit this clause. However, in case the LDs are mandatory requirement, we request to finalize the same at contracting stage along with few suggestions such as (i) the material breach needs to be solely attributable to bidder, (ii) a cure period to be provided, (iii) lesser percentage of LD, etc.	**Please be guided by the relevant clauses of RFP document**
37	10. Penalty for Non-Availability of deployed onsite support: A maximum of 12 leaves per year (4.5 per Qtr. on Pro-rata) shall be allowed for resource deployed. In case the resource needs to take off/leave from the duty, he/she has to take due approval from department authorities. In case the total number of leaves exceed the maximum allowed leaves, or the resource takes leave without prior approval from department authorities, payment shall not be made for the period of unavailability and additional penalty shall be levied as per following: | S No.	Resource Type*	Penalty
1	Onsite Support Personnel	₹1500/- per day of absence per personnel | *Vendor will ensure that alternate resource arrangement is provisioned in the absence of deployed resource under intimation to NHB. Applicable penalty will be enforced as above in case the resource is not deployed in absence of primary resource.	Propose to omit penalty provision from this clause 10. 1. In case of unauthorised/ unapproved leaves, non-payment provision is already covered and would be an adequate loss for the resource in itself. An additional penalty clause is not agreeable to us 2. Propose to provide 2 leaves per month instead of one as mentioned herein	**Please be guided by the relevant clauses of RFP document**
38	The price should be inclusive of all taxes (except GST), duties, levies charges, transportation, insurance costs, back-to-back support with OEM during warranty/ATS, training etc., till the bid validity period (5 years) as per Financial Bid. [Clause 12.1 (iii)]	We would request for price to be exclusive of all taxes	**Please be guided by the relevant clauses of RFP document**
39	The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract i.e., for a period of Five years which may be extended, if required, by NHB as per terms of RFP. [12.1(iv)]	Request to kindly omit highlighted in red as it is open and one-sided	**Please be guided by the relevant clauses of RFP document**
40	Please note that the bidder will conduct project reviews on quarterly basis at Bank' HO. All payments will be subject to positive review of the same by the Bank. [12.1(vii)]	Kindly elaborate this requirement. Additionally, payments need to be paid in timely manner by the bank for the serviced rendered by vendor. We are not agreeable with such wide and open-ended provisions in this contract. Request to omit	**Please be guided by the relevant clauses of RFP document**
41	Vendor to ensure that licenses are renewed without fail at the annual frequency or as required by the Bank during the period of contract. [12.1(vii)]	Kindly omit the statement highlighted in red. Please elaborate how would bank require during the period of contract for vendor to renew license. Moreover, any breach of IP would be goverend by rules mentioned in the contract.	**Please be guided by the relevant clauses of RFP document**
42	Payment in case of Termination of Contract Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other applicable taxes. [12.3]	Kindly elaborate how would penalty be applicable here. Further, kindly see proposed modified clause: "Subject to the terms of the RFP, in case the contract is terminated for the fault solely attributable to vendor, payment towards services will be made on pro rata basis, for the period services have been delivered."	**Please be guided by the relevant clauses of RFP document**
43	On faithful and satisfactory execution of assignments under the contract in all respects, the PBG of the successful Bidder will be released by NHB, if not forfeited due to any reason as provided herein, after a period of 03 months after completion/execution of the assignments/contract. [13(h)]	"faithful and satisfactory" is one-sided term. Hence, request to omit such wordings from this clause. As work/ services would be as per the contract between the parties.	**Please be guided by the relevant clauses of RFP document**
44	By submitting proposal/bid, the Bidder agrees to promptly execute contract with NHB for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract/service level agreement with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected.[13(m)]	The contract and the terms and conditions of which would be negotiated at contracting phase. Therefore, request to note the below proposed modified clause: "By submitting proposal/bid, the Bidder agrees to promptly execute contract with NHB for any work awarded to the Bidder upon mutually agreed manner. Failure on the part of the awarded Bidder to execute a valid contract/service level agreement with NHB, will relieve NHB of any obligation to the Bidder, and a different Bidder may be selected."	**Please be guided by the relevant clauses of RFP document**
45	All expenses related to execution of the agreements including costs of stamp paper, stamp duty to be borne by the selected vendor.[13(p)]	Request bank to bear the costs involved in execution of contract	**Please be guided by the relevant clauses of RFP document**
46	If, for any reason beyond the reasonable control of the Vendor, it becomes necessary to replace any of the Key Personnel (personnel(s) according to NHB engaged for key assignments under the contract by the Vendor), the Vendor shall forthwith provide as a replacement a person of equivalent or better qualifications and skills. In case of a critical vacancy, the Vendor shall provide a temporary resource for not more than 2 months. The temporary resource shall be of equivalent qualifications and shall be paid not more than 90% of the agreed rate of the personnel being replaced. [20(a)]	Kindly elaborate the reason for keeping payment limited to 90% of agreed amount. Even if temporary personnel is deployed, the nature of work would not be reduced. Hence, request to keep the provision just for both parties	**Please be guided by the relevant clauses of RFP document**
47	there is a reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Vendor shall, at NHB's written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to NHB.[20(b)(ii)]	We are not ageeable with the highlighted statement and request to keep the provision uniform relating to qualification of personnel as "adequate" for the purpose of services to be performed	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 5

S. No	Relevant Clause of the RFP	Query	Reply to the Query
48	The Bank reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. The Bank will issue orders for suspension or reinstatement of the work to the Bidder in writing. The time for completion of the work will be extended suitably to account for duration of the suspension. [21]	Kindly include the following in this clause: "The vendor shall not be held liable in any manner for the delay caused, if any, due to such susension of work by the bank pursuant to this clause"	**Please be guided by the relevant clauses of RFP document**
49	The quality of support services given by the service providers will be reviewed by Bank every twelve months and if the services are not found satisfactory, the Bank reserves the right to cancel the contract by giving one month's notice to the service provider. The decision of the Bank regarding quality of services shall be final and binding on the service provider. [22]	support services would be essentially governed by the SLA/ appropriate contract terms that bank and vendor will enter into. In no case the bank will have discretionery power or control to unreasonably terminate the contract. Hence, request to omit on-sided clause	**Please be guided by the relevant clauses of RFP document**
50	NHB reserves its right to terminate the contract partially or fully in the event of one or more of the following situations: i. Shortfall in achieving the Service Level requirement successively in two quarters or any three quarters in a financial year. ii. Bidder fails to perform any other obligation(s) under the contract. iii. Any threat is perceived or observed on the security of bank's data / property out of any action by the staff deployed for monitoring / configuration etc., by Vendor. iv. However, either party, in the case of termination, will give 3 months' notice to the other party. v. The Bank, at its discretion, may terminate the contract by giving written notice to the bidder if the bidder fails to perform satisfactorily elapsing 4 weeks from the date of work order, due to any reason apart from related to Bank as mutually agreed [23]	we would request to finalize this clause mutually at contracting stage. We would also request to consider following: 1. Service level requirement would be goverened by the SLA/ agreed upon contract 2. Bidder's failure to perform services must be solely attributable to it. Vendor will not take responsibility for any breach caused due to fault of bank 3. for any breach by vendor, bank will have remedies at law and under contract. 4. Again, request to omit '...fails to perform satisfactorily' is open, wide, and one-sided. And that services will be as per terms agreed between parties at contracting stage. Request omission. 5. Include cure period of 60 days for vendor to remedy breach 6. We would request the bidder to have right to suspend services for which payments are not received whether disputed or otherwise	**Please be guided by the relevant clauses of RFP document**
51	The Bank may, at any time terminate the contract by giving written notice to the Service provider if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank. [23, paragraph 2]	We would request to mutually agree upon termination clause at contracting phase. Also, kindly note below points: 1. Kindly make termination right mutual due to other party becoming bankrupt/ insolvent. 2. Vendor is not agreeable to waive of in part or in whole the right to its receipt of payments for the services provided or to be rendered. Request to omit.	**Please be guided by the relevant clauses of RFP document**
52	The payment towards future requirements will be made on completion of assignment/s and subject to the satisfaction of the Bank.[12.2(c)]	request to omit one-sided terms	**Please be guided by the relevant clauses of RFP document**
53	The bidder shall raise invoice for the period along with credit note for penalty for that quarter. The net of same will be released.[22.2(e)]	we would request to finalize the payment terms at the contracting stage and also to consider following: a. Payment terms to be agreed mutually b. Provisions related to withholding of payments to be omitted c. We would request to make license payment upfront d. we would request to have interest on late payment at 18% p.a. e. commercials for ATS to be agreed mutually f. taxes to be borne by the bank g. request to remove penalty provisions from the payment terms since in case of material breach by bidder, NHB will have remedies available at law	**Please be guided by the relevant clauses of RFP document**
54	Payment for any period will be made after deducting TDS/other taxes and applicable penalty/LD pertaining to the quarter[22.2(f)]		**Please be guided by the relevant clauses of RFP document**
55	Payment for subsequent period will be made subject to satisfactory performance during serviced period.[22.2(h)]		**Please be guided by the relevant clauses of RFP document**
56	The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on[22.2(j)]		**Please be guided by the relevant clauses of RFP document**
57	The Bidder must accept the payment terms proposed by the Bank. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.[2.2(l)]	kindly elaborate and confirm if the payment terms as per this statement if non-negotiable	**Please be guided by the relevant clauses of RFP document**
58	In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of NHB shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Vendor. [1.2(d)]	Kindly note that we are not agreeable with this as it is not reasonable. Kindly amend below proposed clause: "Agreement shall prevail to the extent of such inconsistency…."	**Please be guided by the relevant clauses of RFP document**
59	The entire assignment to be performed under this Contract is fixed price contract and the Vendor shall be paid the total price consideration of Rs. _____ (Rupees _____) ("Contract Price") for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by NHB as per the payment terms agreed at Clause 4.2 of this Agreement. [1.3.4]	We are not agreeable with "satisfactory performance". Performance/ execution will be as per the Scope of Work as stated in Agreement under 1.3.2.	**Please be guided by the relevant clauses of RFP document**
60	If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NHB shall have the option of canceling this Contract in whole or part at its discretion without any liability on its part. [2.6, third paragraph, 4th line]	Kindly include the following as stated below in this clause: "except for payment obligations of the bank as per the terms of contract"	**Please be guided by the relevant clauses of RFP document**
61	NHB may, by written notice of suspension to the Vendor, suspend all payments to the Vendor hereunder if NHB is not satisfied with the performance of the Vendor or if the Vendor fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Vendor to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Vendor of such notice of suspension and shall invoke contract performance guarantee.[2.7]	Request to consider the below points: 1. kindly omit "…if NHB is not satisfied with performance of the Vendor." Because services would be governed by Scope of work enumerated in this Agreement and the term is also wide and open 2. Request to omit invocation of performance guarantee	**Please be guided by the relevant clauses of RFP document**
62	If the Vendor fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing[2.8.1(a)]	Request to increase the cure period to 60 days'	**Please be guided by the relevant clauses of RFP document**
63	If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. [2.8.1.(g)]	We are not agreeable with termination at convinience. Request to omit this clause	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 5

S. No	Relevant Clause of the RFP	Query	Reply to the Query
64	Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the services already delivered, after deducting applicable penalty and TDS/other applicable taxes.[2.8.4]	Request to remove provisions relating to penalty	**Please be guided by the relevant clauses of RFP document**
65	The Vendor shall perform the assignment in accordance with the applicable Law and shall take all practicable steps to ensure that the Personnel of the Vendor comply with the Applicable Law [3.2]	kindly make this mutual. As applicable law will apply to both parties	**Please be guided by the relevant clauses of RFP document**
66	The Vendor and its affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. [3.6]	The vendor should be allowed to do business without any restriction. Kindly confirm or elaborate	**Please be guided by the relevant clauses of RFP document**
67	The Vendor's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to the total contract value.[3.11(i)]	Request to note below proposed provision as below: "(c)The liability of Vendor in no case shall exceed the fees received by the vendor in preceeding 12 months from date of first claim"	**Please be guided by the relevant clauses of RFP document**
68	Under no circumstances, NHB shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.[3.11(iii)]	We are principally ok. However, we are not agreeable with exception of "direct" damages from this clause. Request note and modify this clause as per below: "Under no circumstances, either party shall be liable to the other party for indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages."	**Please be guided by the relevant clauses of RFP document**
69	The Vendor will neither approach nor make any proposal for work for any employee of NHB directly or indirectly during the validity of this Agreement and for one year from the date of termination of this Agreement.[3.16]	Please note below slight modification in order to make this clause mutual: "The parties will neither approach nor make any proposal for work for any employee of the other party directly or indirectly during the validity of this Agreement and for one year from the date of termination of this Agreement."	**Please be guided by the relevant clauses of RFP document**
70	The SLA parameters shall be monitored on continuous basis. If the performance is not satisfactory at any given point in time during the contract period and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of NHB, then NHB will have the right to take appropriate actions including termination of the contract. [3.18]	Performance of services, rectification of issues will be as per SLA and SOW as may be agreed between the parties. Therefore, kindly omit one-sided terms	**Please be guided by the relevant clauses of RFP document**
71	All records of the Consultant relating to any matters covered by the RFP shall be made available to NHB including its authorized personnel at any time, as often as NHB deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. [3.19, First paragraph]		**Please be guided by the relevant clauses of RFP document**
72	NHB and its authorized representatives, including regulator like Reserve Bank of India shall have the right to visit any of the Consultant's premises to ensure that data provided by NHB is not misused. The Consultant will have to cooperate with the authorized representative/s of NHB or the Reserve Bank of India, as the case may be and will have to provide all information/ documents required by NHB/RBI. [3.19, third paragraph]	Kindly define the term 'Consultant' used here. Also, please note below: 1. "Audit will be on reasonable commercial basis unless mandated by applicable law" 2. Prior written notice before visitation/ audit	**Please be guided by the relevant clauses of RFP document**
73	The Consultant shall allow and grant NHB, its authorized personnel, its auditors (internal and external) and/or the Reserve Bank of India/ other regulatory & statutory authorities, and their authorized personnel, unrestricted right to inspect and/ or audit its books and accounts, to provide copies of any audit or review reports and findings made on the Consultant, directly related to the Services.In case any of the Services are further outsourced/ assigned/ subcontracted to other consultants in terms of the RFP, it will be the responsibility of the Consultant to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and/ or audit. [3.20']		**Please be guided by the relevant clauses of RFP document**
74	In the event of failure of the Consultant to render the Services or in the event of termination of the Agreement or expiry of term or otherwise, without prejudice to any other right, NHB at its sole discretion may make alternate arrangement for getting the Services contracted with another consultant. In such case, upon receiving notice from NHB, the Consultant shall continue to provide the Services as per the terms of the Contract until the new consultant completely takes over the work. During the transition phase, the existing Consultant shall render all reasonable assistance to the new consultant within such period prescribed by NHB.[3.22]	We request to agree upon the terms at contracting phase. Also, please note: 1. termination assistance would be charged seperately as such services would be an additional effort for the vendor including not limited to the resources, planning, services, etc. 2. Termination procedure would be goverened by the RFP inclding the queries/ modification raised by vendor in this document or as agreed between the parties 3. Termination of services will not discharge the bank of its liability to make timely payments to the vendor at agreed upon rate for the services	**Please be guided by the relevant clauses of RFP document**
75	The Vendor shall submit the bills to NHB of firms printed bill forms indicating the work done by him during the period for which payment is sought. NHB shall make payments to the Vendor as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.[4.2, second paragraph]	kindly omit one-sided terms from this contract	**Please be guided by the relevant clauses of RFP document**
76	That NHB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of NHB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Vendor and the same is not cured within 15 days of bringing to the notice of the Vendor by NHB, as a consequence of it, NHB can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Vendor by NHB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by NHB without requiring NHB to prove the actual loss. [6(iv)]	Bank will have remedies at law for damages due to reasons mentioned in this clause. Also, the cure period is less. Additioanally, it is unreasonable to state that "...including to withhold/retain the dues payable to the Vendor by NHB under this Agreement ". We are not agreeable to such open and wide terms when the vendor would be well within its right to claim for consideration agreed and due upon the bank. Request to omit this clause. Vendor will be liable for court awarded damages if any.	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 5

S. No	Relevant Clause of the RFP	Query	Reply to the Query
77	This agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subjected to exclusive jurisdiction of the Courts at New Delhi.[9]	Request to keep the jurisdiction as Mumbai	**Please be guided by the relevant clauses of RFP document**
78	5.1 Tentative Implementation Plan: The Integrated solution for NHB shall be implemented in 4 months period from the date of acceptance of work order by the successful bidder.	We request the timelines to be indicated in working weeks and be increased to 40 weeks. The same may be split into phases of 20 working weeks each.	**Please be guided by the relevant clauses of RFP document**
79	4.1.e Transaction Volumes	We request the Bank to give us the estimated transaction volumes for the next five years in order for the bidder to optimise the hardware and application requirements accurately	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
80	9.1 Service Level Penalties for Downtime	Since the solution will be implemented in modules, we request the Bank to calculate the downtime module-wise and levy penalty, if any, on the basis of the cost of software of that module and the relevant ATS.	**Please be guided by the relevant clauses of RFP document**
81	LMS 41 and LMS 42 : Principal Billing Frequency	Please clarify. Seems repetitive.	**Please be guided by the relevant clauses of RFP document**
82	T 122, T 123 and T 128, T 129	Seems to be repeated. Please clarify	**Please be guided by the relevant clauses of RFP document**
83	T 169 and T 189 : Bank transfer of paying	Requirement unclear. Please clarify	**Please be guided by the relevant clauses of RFP document**
84	4.2 IT Solution Requirements & Annexure 'F'- Scope of Work / Business Requirement Specification	Please confirm the scope is only limited to below points: the functional requirements apparently indicate that NHB needs (1) Loan Management System, (2) Loan Origination System, (3) Enterprise GL, (4) Treasury (limited) Front Office System, (5) Treasury Back Office System, (6) Treasury Mid-Office System including ALM & Derivatives modules (may be offered either in integrated form or as separate modules).	**Please be guided by the relevant clauses of RFP document**
85	F.5 Treasury Module	For TREASURY Module, Kindly elaborate the sub modules/sub System required to consider under the treasury scope.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
86	F.5 Treasury Module	For Tresury Module, We request Bank to provide below details: 1. Provide Transaction Volumes per day/Month for next 5 years. 2. Please provide the details for types of transaction for treasury Modules.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
87	Annexure 'F'- Scope of Work / Business Requirement Specification	Please provide requirement of mode of access for the solution.	**LOS/UIDF Portals are public facing, rest of the modules shall be accessible over LAN/VPN.**
88	5.3.1.7. Training and Capacity building	Please confirm below understanding: Infrastructure required for training purpose, will be the responsibility of Bank.	**UAT environment (which is to be provided by the bidder) to be used for training**
89	5.3.1.7. Training and Capacity building	Please provide the number of people to whom bidder has to provide training and the details of training approach which is to be followed.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
90	4. "Business downtime" subject to the SLA, means accumulated time during which the System is not available to the NHB's users or customers due to system, and measured from the time either when the NHB and/or its customers log a call with the Bidder Help Desk of the failure or the failure is known to the Bidder from the System from time of failure to the time when the System is returned to proper operation. Any denial of service to the NHB users and NHB customers would also account as "System downtime"	Please confirm our below understanding: Requirement of Help desk and necessary infrastructure and maintaince for the help desk will be the responsibility of Bank. As the requirement specific to the Help desk is not mentioned in the RFP.	**Kindly refer point no. 13 at page 165 of the RFP.**
91	5.1. Tentative Implementation Plan Go-Live within 4 months post-date of acceptance of work order	As per our project implementation experience. timeline given in the RFP for implementations are very stringent and practically difficult to achive considering different stages of implementation. Hence we request the Bank to consider the same and increase the project implementation timelines from 4 months to 8 months.	**Please be guided by the relevant clauses of RFP document**

S. No	Relevant Clause of the RFP	Query	Reply to the Query
92	Tentative Implementation Plan S No Phase Modules Timeline 1 - Phase I 1. Loan Management System (LMS) 2. Accounting – Finance and Control 3. Treasury Go-Live within 3 months post- date of acceptance of work order. 2 Phase II 1. Loan Origination System (LOS) including Portal for External Stakeholders 2. Asset & Liability Management Go-Live within 4 months post- date of acceptance of work order.	Generally LMS will start after LOS is implemented , but with implementation plan calls out LMS would be in Phase 1 , does it mean the Old LOS and new LMS Integration is required.	**Integration not required.**
93	**Digital Platform for Process & Data Integration -** The platform will provide meaningful analytical reporting extracting the useful data from the databases for better decision making	Is there any dependency or requirement from the bank's side for integrated data utilization, considering that the choice of database software will primarily be influenced by the individual application software stack? Additionally, does the technology design aim to minimize database overlapping and achieve a high level of optimization?	**Here, it is about getting insights from the data using analytical solution. It is assumed vendor's solution will have capabilities compling to CBS solution that includes database and relevant internal integration across modules for generating insights from the data.**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
1	5.3.1.4 SAP Modules Implemented in Current Lanscape	Would like to know modules implemented to know scope of Data Migration and teams needs to involved in Data Migration activity.	**The Bank is using Finance/Control (FI/CO) including Corporate Finance Management (CFM) and Consumer and Mortgage Loans (CML) under SAP apart from the custimized ALM.**
2	5.3.1.4 Data Migration Objeccts	Please provide list of all data migration objects as Vendor master, Customer Master , GL Balances etc. needs to migrated from SAP to LOS & LMS	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
3	Annexure 'D'- Minimum Eligibility Criteria	Due to existing NDA constraints, we will be unable to share documentary proof as requested in RFP. In such case, we request NHB to allow the bidder to share a self-certificate by the Company Secretary or certificate by the Statutory Auditor for Reference Details	**Please be guided by the relevant clauses of RFP document**
4	12.2. Payment Terms:-Retention Money Clause	Requesting NHB to remove this clause as because of this Bidder will face cashflow issue	**Please be guided by the relevant clauses of RFP document**
5	5.1. Tentative Implementation Plan	Implementation timelines are very agrresive. Usually it will take 12-14 months for Implementation including Requirements Gathering, Build and deployment, SIT, UAT and Go live phases	**The same is based on the business requirements of the Bank. This request is not accepted**
6	4.1 Reporting Requirements	Each individual application (LOS, LMS etc..) will come up with their own set of reports where we can have OOTB reports + build some custom reports. Do we need to conisder the separate reporting requirement as mentioned in section 4.1 on top of these existing reports.	**Yes**
7	4.2.1 Application Stack :- Email and Communication Management	Each individual applications (LOS, LMS etc..) will send emails on trigger of different events which can be configured. Our scope is limited to integrate these applications with Bank's existing email system. Pls clarify.	**The CBS/CFSS integrated solution should send notifications via Bank's existing email system**
8	4.2.1 Application Stack :- Master Data Management (MDM)	Pls. confirm if bank is looking for central MDM aseach proposed application will store it's individual master data.	**The modules of the CBS/CFSS solution have to be fully integrated with each other and master management should be facilitated. Not separate MDM solution will be required.**
9	Generic	Please share current depoyment and future deployment considering application that will be retained	**Can be discussed during SRS Discussion**
10	Generic	there are no procurement related requirements please confirm if procurement function is out of scope if yes please share more details about procurement system to be used	**RFP is limited to the requirements mentioned therein.**
11	Generic	please confirm if the solution needs to be deployed at single geo location or multiple locations . like head office Branch	**It has to be deployed at DC and DR**
12	General	Any existing data need to migration from source system to target system?	**Yes**
13	5.3.1.3	Who will take care of Database Licenses?	**Vendor. Comply to RFP terms**
14	5.3.1.3	Does NHB has existing licenses available for any database?	**Extra database licenses are not available**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
15	General	Does NHB has any existing tool for monitoring DB/Application?	**Can be discussed during SRS Discussion**
16	5.6	Does NHB need 24*7*365 support for DBA service ?	**Application Support (end-to-end)**
17	5.7.1	Does NHB need horizontal and vertical scalling capability for all DBs?	**Yes. Comply to RFP**
18	General	What will be the pick user average load in terms of numbers everyday?	**Please refer page 21. Actual numbers can be discussed during SRS discussion.**
19	4.2.5	Does NHB needs encryption during data at rest and data at motion?	**Yes**
20	5.3.3	What kind of backup retention policy requires here?	**Can be discussed during SRS Discussion**
21	General	Does NHB needs any/all backup at On-premise/Cloud?	**On-Premise**
22	4.2.6 , point number 6 The solution should also have risk based and knowledge-based authentication. The solution should be able to generate additional challenge response scenario based on the change in behavior.	For Internal applications within network, is this required?	**All applications are not internal. There are public facing applications required as well.**
23	4.2.5, point 6 Bidder must ensure that business data is encrypted in the database and database administrator should not be able to read or modify the business data.	If schema separation achieves the purpose, is this needed? Also, is this required for all the solutions like ALM, treasury etc.	**Please be guided by the relevant clauses of RFP document**
24	4.2.4, point 10 Bank should have Right to Audit CBS/CFSS provider facilities through its in-house team or 3rd party, to ensure that it complies with Bank's information and cyber security requirements.	Do you intend to audit Infosys facilities and if yes, what kind and frequency of audit is envisaged?	**Will be disclosed to Successful bidder**
25	5.3.1.3 , point a, i) The successful bidder will be responsible for supplying the application, licenses, database and related software, integration tools, along with the source code and installing the same so as to meet NHB's requirements mentioned in various sections of this RFP.	Regarding source code, is it expected that source code of all the solutions will be provided to NHB?	**Necessary corrigendum will be issued.**
26	5.5.1, point p The bidder shall specify the Hardware Sizing/specifications for Wintel Server in their technical bid taking horizontal expansion into consideration.	Is Bank restricting to Wintel platform? Or the bidder can provide sizing for linux or other platforms as well?	**Bidder can propose sizing of Wintel and/or Linux Intel Servers.**
27	Fraud Prevention	Please elaborate on the requirements for the same, if any. How it is being done currently?	**Can be discussed during SRS Discussion. However, no spearate module is required.**
28	Business Analytics	Please elaborate on the requirements for the same, if any. How it is being done currently?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
29	The bidder (referred to in this RFP as bidder) is responsible for the submitted bid and no consortium is allowed for the solution/services to be offered.	Please clarify this statement.	**Comply to RFP (No Consortium)**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
30	Master data management is required to support master data of NHB. It will help aggregate, dedupe, quality-assure and distribute the data throughout the organization to ensure single point of reference.	a. Is the master data refering to customer master? b. Any other master data requirement, please elaborate.	**Yes it is referring to master data of all the modules mentioned in the RFP.**
31	It is expected that custom reports need to be developed if the standard reports available in the Integrated Solution do not meet NHB's specific requirements. Business Analytics tool is a reporting tool which would pull data from all applications database in NHB and churn out reports from all the available data. The standard reports could be pre-configured in the tool. Facility to design customized report to be also available in business analytics tool.	a. Whether the entire reporting including standard/custom/adhoc reports and analytical reports are expected to be derived from the Business Analytics tool? b. If the Bidder is expected to propose two reporting solutions? 1. from the core solutions and 2. from business analytics?	**a. Whole solution should be integrated as a CBS solution having functionalities defined in RFP. b. No separate solution is required for Business Analytics Tool.**
32	**Email and Communication management** This system would enable channel for formal e-communication for NHB. Basic facilities like emailing, calendar, to-do, integration with other applications for sending mails etc. from existing email system should be available.	a. Is the Bidder expected to propose an email/outlook system? b. Or if the Bidder is expected to integrate with NHB's existing email system? c. Please elaborate on Communication Management System	**a. No b. Yes c. Can be discussed during SRS Discussion**
33	NHB will procure digital certificate/signature for the end users whenever required.	What is the expectation by mentioning 'End users' here?	**NHB Users.**
34	The solution should support multiple authentication methods such as Username password, two factor authentication and digital certificate.	a. Please clarify if 2FA/MFA is to be proposed by the Bidder for Core solutions? b. Please elaborate on the requirment for Digital certificate from Core Solutions perspective?	**MFA is to be proposed**
35	The Fraud Prevention Solution should be able to detect fraudulent loan sanction/disbursement requests based on rules defined in the system at each stage of the loan processing. Further, the system should be able to prevent makers from carrying out the activities of checkers for the same transaction.	Is the Bidder is expected to propose an AML/Fraud management Solution?	**Whole solution should be integrated as a CBS solution having functionalities defined in RFP. AML is not expected to be proposed.**
36	LMS 67-The standard schedules applicable	Please elaborate the requirement	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
37	LMS 86- Mirroring of repayment bank accounts for automation of repayments of borrower's loan account.	We understand that NHB wants to maintain the mirror accounts of the Banks from where the repayments are made to borrower accounts. Please confirm our understanding.	**One bank account of PLI/State can be used in multiple loan contracts for repayment**
38	LMS 90-System functionality to create login details, along with reference code for the business partner to service the loan lifecycle	Please clarify who are the business partners referred to here.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
39	LMS 160- iii) Liquidates due schedules	Please elaborate the requirement	**Comes under LMS 157. Details will be discussed during SRS discussion**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
40	LMS 197- 3. Collateral Registration: System also provides collateral registration facility	Does the requirement pertains to interface with CERSAI for collateral registration?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
41	Section 5.1 Tentative Implementation Plan	The implementation plan of 4 months is aggressive. Bank and Infosys should discuss and mutually agree on the implementation timelines	**Please be guided by the relevant clauses of RFP document**
42	Annexure 'S'- Service Level definitions, service level targets and Penalties	Service level definitions,service level targets and penalties needs to be discussed and mutually agreed between bank and infosys.	**Please be guided by the relevant clauses of RFP document**
43	Section 5.9 - Onsite support and Total support cost (Table 3 pg 127)	The number of onsite resource requested are 2 (one technical and on functional) however under total cost (Table 3), the costing is requested for 4 resources (2 functional and 2 technical). Please clarify.	**After complete go live, 2 functional and 1 technical team members will be for onsite support. Necessary corrigendum will be issued.**
44	Annexure D- Minimum Eligibility Criteria. Point 11	We propose to have the Average annual turnover of the Bidder/System Integrator to be more than INR 500 crores. This is to ensure quality and equal competition	**Please be guided by the relevant clauses of RFP document**
45	Annexure D- Minimum Eligibility Criteria. Point 13	We propose that the OEM for LMS and Treasury should be same so as to ensure seamless integration and ensuring end to end operations.	**Please be guided by the relevant clauses of RFP document**
46	Annexure D- Minimum Eligibility Criteria. Point 13	SI/Bidder should have past experience of SAP migration	**Please be guided by the relevant clauses of RFP document**
47	Annexure 'C'- Compliance Statement Declaration	Request bank to allow the bidder/SI to submit the Bid with necessary deviations list which can be discussed and mutually agreed.	**Comply to RFP. No deviation Bid**
48	Bid End Date/Time	Considering the multiple solution scope and involvement of multiple stakeholders we sugges to extend the submission timelines by atleast 6 weeks to ensure quality submission	**Please be guided by the relevant clauses of RFP document**
49	5.1 Tentative Implementation Plan	We request bank to consider the timelines as shared by the Bidder since it would be specific to the project in hand basis our experience in implementating the similar solution	**Implemenation plan to be proposed by bidders but no change in timelines.**
50	5.3.1.3 The bidder shall carefully consider the scope of work and provide a solution (may or may not be mix of Custom Development and Products with Customizations) that best meets the NHB's requirements	We understand that the SI can propose a soluion which is a mix of Product and Custom developed solution	**Yes.**
51	Estimated Bid Value	We understand that the same is open for negotiation basis the total value of the Project	**Please be guided by the relevant clauses of RFP document**
52	Liquidated damges, Performance Bank Guarantee	Bidder request deletion of the clause.	**Please be guided by the relevant clauses of RFP document**
53	12.2 Payment Terms	Payment terms for License, ATS and Implementation to be discussed and mutually agreed. Also no provision of Retention money can be considered hence request to please do the needful.	**Please be guided by the relevant clauses of RFP document**
54	Annexure J- User Detail	Bank has provided the Users as 300 however we would need the breakup of Users for all the solutions in scope i.e LOS, LMS,Treasury, ALM, Accounting. The same would be required for the Licensing perspective	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
55	Annexure J - Post Go Live Support Cost	While bank has identified the Total Technical and Futional count of Onsite support hwoever it should BE SI/Bidder who shall indentify the support resource count basis the solution scope and SLA feasibility.	**Please be guided by the relevant clauses of RFP document**
56	5.9 Point J - OnsitThe onsite support engineer should be minimum B.Tech/MCA from recognised University/Institution with minimum 5 years' experience. Be Support	Suggest to please amend the clause as Bidder should deploy qualified resources.	**Please be guided by the relevant clauses of RFP document**
57	11.5 - Point 2	Necessary masked PO/Work Order will be provided to show SI/Bidder experience highlighting the total number of Implementation	**Please be guided by the relevant clauses of RFP document**
58	5.3.1.3 , point a, i) The successful bidder will be responsible for supplying the application, licenses, database and related software, integration tools, along with the source code and installing the same so as to meet NHB's requirements mentioned in various sections of this RFP.	Source code cannot be given to the bank for the Products installed. Request for deletion.	**Necessary corrigendum will be issued.**
59	F.5 Treasury Module	Requirements listed are not clearly grouped under products like Debentures, ZCB, Bonds or other product etc. As such we are unable to relate the requirements to specific products. Further it is leading to ambiguity, since the same requirement is coming repeatedly without any clarity of what is being different from earlier instances ? For example - a) provision to upload requested benpos and b) Bank transfer instructions basis uploaded requested benpos, is appearing for 4 times each. We request you to clearly group / add heading to the requirements or alternately, mention the requirements are same or different when they are appearing again.	**Please be guided by the relevant clauses of RFP document**
60	F.5 Treasury Module, T 17	"An ability to define the Extended Internal Rate of Return and Coupon details in the system", requirement is not clear, what is the expectation from the treasury solution wrt to this requirement ? Please provide more details on it.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
61	F.5 Treasury Module, T 32	System should allow the Issuances of Capital market instrument Please provide details of various types of Issuances of Capital market instruments in which NHB deals in ?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
62	F.5 Treasury Module, T 39	System should be able to monitor/track the ISIN (International Securities Identification Numbering) How and where (in which site / solution / 3rd party market rate service etc.) ISIN needs to be monitored ?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
63	F.5 Treasury Module, T 39	"System should be able to list all the investors details in the rank wise order in the ascending or descending order" 1. We understand that Registrar & Transfer Agent (RTA) service provider will maintain the investor information of benpos and based on inputs from RTA, Issuer will pay the amounts to the beneficiaries. Is that understanding right ? 2. At what frequency investor details are taken into the treasury solution for ranking the investors in the life a Bond/ZCB/Debenture ? 2. Whether NHB is handling the activities of on issuance, coupon payment, maturity proceeds by itself without involving Registrar & Transfer Agent (RTA) service provider ? Please explain.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
64	F.5 Treasury Module, T 67	"System should have the Financial covenant (agreements/promises) master to limit the borrower's actions" Please share the standard list of Financial covenant (agreements/promises), at what stage this is used and where are it will be printed/used.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
65	F.5 Treasury Module, T 106	Ability to consume MT 940 / 960 reports from banks for balance updation(SWIFT CODES sent by financer etc.) instead of MT960 it should be MT950, please check and confirm.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
66	F.5 Treasury Module, T 107	capability to consume RTGS/NEFT ref no via UPI or upload Requirement is not clear, please elaborate the requirement and what is expected from the solution.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
67	F.5 Treasury Module, T 140	to capture key financial covenants Please share the standard list of Financial covenant, at what stage this is used and where are it will be printed/used.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
68	F.5 Treasury Module, T 175	provision to upload requested benpos, periodic covenant compliance uploaded in NSDL Requirement is not clear, please elaborate the requirement and what is expected from the solution.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
69	F.5 Treasury Module, T 210	Monthly end use MIS Please share the details of number of reports and formats of these reports for better clarity of scope and understanding.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
70	F.5 Treasury Module, T 211	Quarterly MD certificate for receivables Please share the details of number of reports and formats of these reports for better clarity of scope and understanding.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
71	F.5 Treasury Module, T 232	System should have the Cash flow parameters cancelled/modified/ deleted for the MIS reports Requirement is not clear, please elaborate the requirement. Also if there are updates on the cashflow as stated in the requirement, these will be clearly validated wrt maker and checker concept. Rather a deal amended/updated / deleted / replaced should be tracked for audit trail rather than only cashflow tracking ?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
72	3.28	Is this a no deiviation bid? There are certain deviations which will be included by Infosys in their response.	**This is a No Deviation Bid**
73	3.34 (e)	While we can agree to provide the sourcecode for customizations, we need a wordlwide perpetual, unlimited, fully paid-up and royalty free licenses to use the customization for our benefit.	**Please be guided by the relevant clauses of RFP document**
74	6	Provision number 6.1 is unclear. Term of the Contract to begin from the Effective Date as agreed by the parties and not upon user acceptance	**The tenure of the contract would be five years from the date of user acceptance and project sign-off (complete go-live – phase-II)**
75	13	Instead of the clause stating time and quality being the "essence of the agreement/contract", can NHB consider other remedies for delayed deliverables?	**Please be guided by the relevant clauses of RFP document**
76	22	We request the termination for cause to be limited to material breach or failure of the vendor to deliver the solution.	**Please be guided by the relevant clauses of RFP document**
77	Annexure C	We propose that the compliance statement be subject to the deviations expressly stated by us in our response.	**Comply to RFP. This is a No deviation Bid**
78	Annexure N	We request all reference to the RFP be removed from the SLA as the RFP scope and reqirements will undergo a significant change upon advancement of the project. As an alternate, the Parties can agree to scope and terms and conditions in the SLA and the SLA can act as a single source of truth and refernce regarding the project.	**Please be guided by the relevant clauses of RFP document**

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
79	Annexure N	Clarification needed: request clarity on the scope intended to be covered by this Service Level Agreement? There are no license related terms in this SLA. The observation and comment made in the SLA are assuming that they willl be applicable only to the professional service component of the offering and NOT for the licensing of our proprietary product. We request there be two separate agreements: 1. Software License Agreement covering the license terms for the proprietary product to be licensed and the related maintenance services; 2. Professional/Master Services Agreement containing the service terms applicable to the customization and implementation services to be performed.	**Please be guided by the relevant clauses of RFP document**
80	Annexure N Recitals (C)	Exception to be added: Except as modified and expressly agreed by both the Parties to this SLA.	**Please be guided by the relevant clauses of RFP document**
81	Annexure N Clause 1.1 ©	We request that the Deliverables be defined as the items included in a Statement of Work specifying the scope as the RFP scope may undergo a change upon discussions and further review.	**Please be guided by the relevant clauses of RFP document**
82	Annexure N Clause 1.2 (d)	We request NHB to reconsider the clause. The parties will have to mutually decide which document/agreement will prevail. Unilateral opinion of NHB to be binding is an onerous position.	**Please be guided by the relevant clauses of RFP document**
83	Annexure N Clause 2.7	As an alternate to suspension of payments by NHB, we propose that the parties can agree to an acceptance criteria, evaluations/acceptance tests and remedial measures for non-conformance of the deliverables. The payment for deliverables shall follow only upon the acceptance of deliverables by NHB. To be further discussed between the parties during the contracting phase.	**Please be guided by the relevant clauses of RFP document**
84	Annexure N Clause 2.8(g)	If NHB wants to terminate for convenience, it will be subject to payment of a termination for convenience fee.	**Please be guided by the relevant clauses of RFP document**
85	Annexure N Clause 3.6	Clarification needed on the definition of "conflicting activities". Please elaborate on the intent of this clause. Will providing similar services to our other customer be cosidered as "conflicting activities"?	**Please be guided by the relevant clauses of RFP document**
86	Annexure N Clause 3.10	We request the indemnification by the vendor to be limited to any losses suffered by NHB further to a third party claim than any portion of the Deliverable of services violates the IPR of such third party.	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
87	Annexure N Clause 3.11	We request the aggregate liability of the Vendor to be limited to the fee received by the Vendor under the applicable SOW in the preceeding 12 months of a claim. Further, we request exclusion of indirect and consequential damages. Either Party's liability arising from the below heads shall be unlimited for losses occurred due to: 1. Breach of confidentiality obligation excluding any data privacy breaches; 2. third party claims related to breach of intellectual property. Clause 3.11 (iii) needs reconsideration by NHB.	**Please be guided by the relevant clauses of RFP document**
88	Annexure N Clause 3.14	The IPR is the deliverable to vest with the Vendor. We can agree to grant broad right to NHB in the deliverables subject to payment of the fees.	**Please be guided by the relevant clauses of RFP document**
89	Annexure N Clause 3.16	Please clarify the intent of this clause. If the intention is to have a "non-solicitation" clause, we request the same to be mutual in nature.	**Please be guided by the relevant clauses of RFP document**
90	Annexure N Clause 6 (v)	Request clarification on the meaning of " Consulting or other activities that will be in conflict with the obliagations under this Agreement." We also suggest addition of "provided however, nothing is this Agreement shall be construed to prevent the Vendor from providing services to any other entity similar to the Services provided herein."	**Please be guided by the relevant clauses of RFP document**
91	Annexure P - Pre-Contract Integrity Pact - Clause 10	We request deletion of Clause 10 of the Integrity Pact.	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
92	3.12 :-The successful Bidder will be required to provide Performance Bank Guarantee (PBG) of value amounting to 6% of the Total Contract Value (Annexure I), in the form of bank guarantee from a scheduled commercial bank in the format as substantially prescribed in Annexure-L. The PBG should be valid till at least three months beyond the expiry of contract period or such other extended period as NHB may decide. The PBG is required to protect the interest of NHB against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the Vendor/Bidder results into imposition of Liquidated Damages/penalty, then NHB reserves the right to invoke the Performance Bank Guarantee submitted by such Bidder. The decision of NHB as to non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions etc., shall be final and binding on the successful Bidder.	Kindly remove this clause	**Please be guided by the relevant clauses of RFP document**
93	3.13:- If the Service provider fails to complete the due performance of the contract in accordance with agreed specifications and conditions to the satisfaction of NHB, as the case may be or abandons the project/contract without completing as per the agreed terms, NHB, as the case may be, reserves the right to recover damages at 10 percent of the Total contract value as and by way of liquidated damages not as penalty. It is clarified that the liquidated damages shall be over and above the penalty, if any, imposed under Clause 6.	Kindly remove this clause	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
94	The Vendor/Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.	**Kindly modify clause as follows** The Vendor/Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender ~~and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.~~	**Please be guided by the relevant clauses of RFP document**
95	3.33(a):-The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the Vendor.	Kindly modify Clause as follows The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, ~~and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the Vendor.~~	**Please be guided by the relevant clauses of RFP document**

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
96	3.34:-The Bidder warrants that in the event of its selection as the Vendor: - (a) The Inputs to be provided by it shall not infringe upon any third-party intellectual property rights, including copyrights, patents, and other intellectual property rights of any nature whatsoever. (b) It further 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. (c) In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, the Bidder shall, at its choice and expense: (a) procure for NHB the right to continue to use such Deliverables; (b) replace or modify such Deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing Deliverables; or (c) if the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables and reimburse NHB for any amounts paid to the Bidder for such Deliverables, along with the replacement costs incurred by NHB for procuring an equivalent equipment in addition to the penalties levied by NHB . However, NHB shall not bear any kind of expense, charge, fees, or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of NHB to use the proposed solution. (d) The Bidder acknowledges that business logics, workflows, delegation, and decision-making processes of NHB are of	Kindly modify CLuse as follows The Bidder ~~warrants~~ ensures that in the event of its selection as the Vendor: - (a) ~~The Inputs to be provided by it shall not infringe upon any third-party intellectual property rights, including copyrights, patents, and other intellectual property rights of any nature whatsoever.~~ (b) ~~It further 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.~~ (c) ~~In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, the Bidder shall, at its choice and expense: (a) procure for NHB the right to continue to use such Deliverables; (b) replace or modify such Deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing Deliverables; or (c) if the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables and reimburse NHB for any amounts paid to the Bidder for such Deliverables, along with the replacement costs incurred by NHB for procuring an equivalent equipment in addition to the penalties levied by NHB . However, NHB shall not bear any kind of expense, charge, fees, or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of NHB to use the proposed solution.~~ (d) The Bidder acknowledges that business logics, workflows, delegation, and decision-making processes of NHB are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software. Further, the customization/s done in the software to meet the objectives of the project will also be treated as business sensitive in nature and hence shall not be referred to other clients, agents, or distributors of the software. The project shall be deemed as incomplete in case the desired objectives of the project as mentioned in the scope of the project are not met	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
97	Missing	All rights, title and interest, including all associated intellectual property rights in NHB Materials shall be owned by NHB or its licensors (as applicable). All rights, title and interest, including all associated intellectual property rights in the Bidder Materials shall be owned by Bidder or its licensors (as applicable). Notwithstanding anything to the contrary set forth in this Agreement, NHB acknowledges and agrees that Bidder may utilize Bidder Materials in the performance of Services to NHB on a non-exclusive basis. "Bidder Materials" shall mean all tools, software, methodologies, processes, know-how and other information or material created or licensed by the Bidder (i) prior to the commencement of an applicable purchase order or statement of work or outside the scope of such purchase order or statement of work; or (ii) in the course of providing Services under an applicable purchase order or scope of work without using NHB Materials or NHB's Confidential Information and (iii) any modifications or enhancements made to any of the foregoing. "NHB Materials" means all assistance, support, approvals, software, hardware and infrastructure provided by NHB to the Bidder to effectively provide the Services and Deliverables hereunder: (i)In the event Bidder Materials are embedded in the Deliverables, Bidder grants to NHB a non-exclusive, non-transferable, irrevocable, royalty free and perpetual license for NHB's internal use of the same as part of the Deliverables in which they are embedded. Nothing contained in this Agreement shall be construed to grant NHB any right to use or exploit such Bidder Material in its stand-alone form separate and apart from the Deliverables. (ii)In the event Bidder Materials are not embedded in the Deliverables but used by the Bidder in the performance of the Services and required by NHB to receive the benefit of the Services, Bidder grants to NHB a non-exclusive, non-transferable, revocable, royalty free license for the term of the applicable statement of work for NHB's internal use of the Services in which they are used. Nothing contained in this Agreement shall be construed to grant NHB	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
98	Missing	Unless otherwise set forth in the applicable statement of work, NHB shall have thirty (30) business days following the date on which Deliverables are delivered to it by Bidder to complete testing of the Deliverables (the "Acceptance Period") to provide written notice of acceptance or material non-compliance with the Acceptance Criteria. "Acceptance Criteria" means the criteria for acceptance of Deliverables as set out in the applicable statement of work. If no written notification of acceptance or material non-conformance with the Acceptance Criteria is received by Bidder within the Acceptance Period or if the Deliverables are utilized for purposes other than testing by NHB, the Deliverables shall be deemed accepted by NHB. If NHB notifies Bidder in writing of any material non-conformance in the Deliverables in accordance with the above Section, then the Bidder shall, within fifteen (15) days (or within such other time as agreed to in the statement of work) of such notice, modify the Deliverables in a reasonable effort to make them materially conform to the Acceptance Criteria. The acceptance testing process shall be repeated in such cases. If the Bidder is unable to remedy any such material non-conformance despite three (3) attempts to do so, NHB's sole and exclusive remedy shall be to reject the defective and non-conforming Deliverable and to recover from Bidder the amount paid in advance by NHB to Bidder for the defective and non-conforming Deliverable. The provisions of this Section 5.7 shall not be applicable to consulting services.	**Please be guided by the relevant clauses of RFP document**
99	5.8:-NHB will get the system audited by 3rd party auditors at its own discretion. The Bidder shall provide necessary support and co-operation for the same and close the findings of the audit.	Kindly modify clause as follows NHB will get the system audited by 3rd party auditors (who shall in any case not be a direct competitor of the Bidder and shall have signed the required confidential obligations) at its own discretion and at its own cost. The Bidder shall provide necessary support and co-operation for the same and close the findings of the audit.	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
100	7:-The purpose of this Service Level Agreement is to clearly define the levels of service which shall be provided by the selected bidder to the Bank for the duration of this contract. • The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. • If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. • If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or/and to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance. • Any financial loss to the Bank on account of fraud taking place due to successful Bidder, its employee or their services providers' negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Bank's reputation and goodwill. • Bank may impose penalty to the extent of damage to its any equipment, if the damage is due to the actions directly attributable to the staff of the Bidder. • If the Selected Bidder fails to deliver the required services due to the reasons attributable to him like delay in delivery and installation of requisite solution/non- accessibility of system/downtime due to non-functioning/ non- availability of support, the penalty/liquidated damages would be	Kindly modify clause as follows The purpose of this Service Level Agreement is to clearly define the levels of service which shall be provided by the selected bidder to the Bank for the duration of this contract. • The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. • ~~If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.~~ • ~~If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or/and to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.~~ • Any financial loss to the Bank on account of fraud taking place due to successful Bidder, its employee or their services providers' negligence shall be recoverable from the Successful Bidder ~~along with damages if any~~ with regard to the Bank's reputation and goodwill. • ~~Bank may impose penalty to the extent of damage to its any equipment, if the damage is due to the actions directly attributable to the staff of the Bidder.~~ • ~~If the Selected Bidder fails to deliver the required services due to the reasons attributable to him like delay in delivery and installation of requisite solution/non- accessibility of system/downtime due to non-functioning/ non- availability of support, the penalty/liquidated damages would be imposed as mentioned below while processing the payment.~~	**Please be guided by the relevant clauses of RFP document**
101	8:-In case the complete go-live completion date delay exceeds TEN weeks, the Bank reserves the right to cancel the order. Also, liquidated damages, equivalent to 10% of the value of the late delivered/implemented items will be charged (PBG too, may be revoked in such case). In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise. • If orders are cancelled due to non-delivery, the vendor may be debarred by Bank for participating in any future tenders floated by Bank.	Kindly remove this clause	**Please be guided by the relevant clauses of RFP document**
102	9:-Service Level Penalties for Downtime	Kindly remove this clause	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
103	10:-Penalty for Non-Availability of deployed onsite support:	Kindly remove this clause	**Please be guided by the relevant clauses of RFP document**
104	12.1 (ii):-The price should be valid for full contract period of Five years.	Kindly remove this clause	**Please be guided by the relevant clauses of RFP document**
105	12.1(iv) :-The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract i.e., for a period of Five years which may be extended, if required, by NHB as per terms of RFP.	Kindly modify clause as follows The price quoted by the Bidder shall remain firm for one year from the effective date of the contract during the Bidder's performance of the contract i.e., for a period of Five years which may be extended, if required, by NHB as per terms of RFP.	**Please be guided by the relevant clauses of RFP document**
106	12.2(b):-Only applicable GST/taxes will be paid as per prevalent statutory rate during the period of service provided.	Kindly modify clause as follows Only applicable GST/taxes will be paid as per prevalent statutory rate during the period of service provided. Rates are exclusive of transaction taxes including, but not limited to, sales, use, value added, goods and services tax and similar taxes.	**Please be guided by the relevant clauses of RFP document**
107	12.2(f):-Payment for any period will be made after deducting TDS/other taxes and applicable penalty/LD pertaining to the quarter.	Kindly modify clause as follows Payment for any period will be made after deducting TDS/other taxes and applicable penalty/LD pertaining to the quarter.	**Please be guided by the relevant clauses of RFP document**
108	12.2(j):-The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.	Kindly remove this clause	**Please be guided by the relevant clauses of RFP document**
109	12.2(k):-All payments will be released within 4 weeks of receiving the undisputed invoice along with credit note/invoice, if applicable.	Kindly modify clause as follows All payments will be released within 4 weeks of receiving the undisputed invoice along with credit note/invoice, if applicable. Delayed payments shall be subject to an interest of 12% pa for the period commencing on the due date until paid in full.	**Please be guided by the relevant clauses of RFP document**
110	12.3:-Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other applicable taxes.	Kindly modify clause as follows Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other applicable taxes.	**Please be guided by the relevant clauses of RFP document**
111	13(g):-Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.	Kindly modify clause as follows Notwithstanding anything to the contrary contained in the contract, NHB shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract or otherwise if the successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.	**Please be guided by the relevant clauses of RFP document**
112	13(n):-Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.	Kindly remove this clause	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
113	17:-Only GST/applicable taxes will be paid by NHB on actual basis as per statutory rates prevalent during the period of service provided. All other taxes as applicable will be borne by the Bidder. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Vendor.	Kindly modify clause as follows Only GST/applicable taxes (including transactional taxes on the Services provided hereunder) will be paid by NHB on actual basis as per statutory rates prevalent during the period of service provided. All other taxes as applicable will be borne by the Bidder. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Vendor. In the event NHB withholds applicable income taxes on the amounts payable to Bidder, NHB shall remit such withholding taxes to the tax authorities and provide a certificate of withholding to the vendor as required under applicable law.	**Please be guided by the relevant clauses of RFP document**
114	19:-The Vendor shall not assign/sub-contract, in whole or in part, its obligations to perform under the contract except what is permitted under Clause 5 of the RFP.	Kindly modify clause as follows The Vendor shall not assign/sub-contract, in whole or in part, its obligations to perform under the contract except what is permitted under Clause 5 of the RFP. NHB shall also not assign, in whole or in part, its obligations to perform under the contract. NHB hereby consents to Bidder assigning all or some of its Receivables under this contract to a third party ("Bank") and Bidder is hereby notifying NHB of such assignment. For the sake of clarity, the term "Receivables" is hereby defined as any amounts due from the NHB under an invoice raised by the Bidder for Services delivered under this contract. Further, NHB acknowledges that Bidder may share limited excerpts of this contract and other details directly relating to the Receivables on a "need to know" basis with the Bank, subject to appropriate confidentiality undertakings by the Bank.	**Please be guided by the relevant clauses of RFP document**
115	21:-The Bank reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. The Bank will issue orders for suspension or reinstatement of the work to the Bidder in writing. The time for completion of the work will be extended suitably to account for duration of the suspension.	Kindly remove this clause	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
116	22:-The quality of support services given by the service providers will be reviewed by Bank every twelve months and if the services are not found satisfactory, the Bank reserves the right to cancel the contract by giving one month's notice to the service provider. The decision of the Bank regarding quality of services shall be final and binding on the service provider.	Kindly modify clause as follows The quality of support services given by the service providers will be reviewed by Bank every twelve months and if the services are not found with material defects satisfactory, the Bank reserves the right to cancel the contract by giving one month's written notice to the service provider. The decision of the Bank regarding quality of services shall be final and binding on the service provider. Bidder has the right to terminate this contract if NHB materially breaches any obligation hereunder which has not been cured within thirty (30) calendar days after receipt of written notice of such breach (or such additional cure period as the Bidder may authorize in writing). In the event of such termination, NHB shall pay Bidder all amounts due for Services rendered up to the effective date of termination	**Please be guided by the relevant clauses of RFP document**
117	23:-NHB reserves its right to terminate the contract partially or fully in the event of one or more of the following situations: i. Shortfall in achieving the Service Level requirement successively in two quarters or any three quarters in a financial year. ii. Bidder fails to perform any other obligation(s) under the contract. iii. Any threat is perceived or observed on the security of bank's data / property out of any action by the staff deployed for monitoring / configuration etc., by Vendor. iv. However, either party, in the case of termination, will give 3 months' notice to the other party. v. The Bank, at its discretion, may terminate the contract by giving written notice to the bidder if the bidder fails to perform satisfactorily elapsing 4 weeks from the date of work order, due to any reason apart from related to Bank as mutually agreed. The Bank may, at any time terminate the contract by giving written notice to the Service provider if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.	Kindly modify clause as follows NHB reserves its right to terminate the contract partially or fully in the event of one or more of the following situations: i. Shortfall in achieving the Service Level requirement successively in two quarters or any three quarters in a financial year. ii. Bidder fails to perform any other obligation(s) under the contract. iii. Any threat is perceived or observed on the security of bank's data / property out of any action by the staff deployed for monitoring / configuration etc., by Vendor. iv. However, either party, in the case of termination for convenience, will give 3 months' notice to the other party. NHB shall pay Bidder all amounts due for Services rendered up to the effective date of termination and any termination fee agreed to in the respective statement of work. v. The Bank, at its discretion, may terminate the contract by giving written notice to the bidder if the bidder fails to perform satisfactorily elapsing 4 weeks from the date of work order, due to any reason apart from related to Bank as mutually agreed. The Bank may, at any time terminate the contract by giving written notice to the Service provider if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank. Upon the termination of this contract by either party, or its expiration, each party shall forthwith return to the other all papers, materials and other properties of the other held by it in connection with the performance of this contract.	**Please be guided by the relevant clauses of RFP document**
118	Annexure 'M'- Format of Bank Guarantee	Kindly remove this clause	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
119	Annexure N (1.10):-The Vendor and their personnel shall pay any other taxes, duties, fees, levies, and other impositions levied under the existing, amended, or enacted laws during the tenure of this Agreement and NHB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed from the payments to be made to the Vendor.	The Vendor and their personnel shall pay any other taxes, duties, fees, levies, and other impositions levied under the existing, amended, or enacted laws during the tenure of this Agreement and NHB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed from the payments to be made to the Vendor. NHB shall bear all transaction taxes on the Services (or goods) provided hereunder. NHB shall separately state in the relevant statement of work, the invoicing location and beneficiary location for any Services provided thereunder. In the event NHB withholds applicable income taxes on the amounts payable to Vendor, NHB shall remit such withholding taxes to the tax authorities and provide a certificate of withholding to the Vendor as required under Applicable Law.	**Please be guided by the relevant clauses of RFP document**
120	Annexure N (2.6):-Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained, however, each Party shall give due consideration to any proposals for modification made by the other Party.	Kindly modify clause as follows Modification of the terms and conditions of this Contract, including any modification of the scope of the Services/Scope of Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the Parties has been obtained, however, each Party shall give due consideration to any proposals for modification made by the other Party. If NHB desires to modify the Scope of Work to be performed or the Deliverables to be provided under a statement of work, NHB shall provide to Vendor a detailed description of such proposed modifications. Within twenty (20) days of Vendor's receipt of such proposal (or other period of time as agreed by the parties), Vendor shall in good faith develop and deliver to NHB a change order (each a "Change Order") setting forth the revised statement of work and the Services and Deliverables to be provided by Vendor and any other relevant changes to the applicable statement of work, including without limitation, any changes to the compensation to Vendor and the time scale for performance and delivery of the Services and Deliverables. On receipt of such Change Order, NHB shall provide written comments or acceptance within seven (7) days. Upon execution of the Change Order by an authorized representative of both parties, such Change Order shall be effective and shall become a part of the statement of work. In the event the parties do not agree to the terms of a Change Order, the statement of work shall continue in effect as originally executed by the parties. Vendor may also propose changes to the scope and/or compensation under a statement of work and NHB shall consider such proposed changes in good faith.	**Please be guided by the relevant clauses of RFP document**
121	Annexure N (2.6):-The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood and Acts and Regulations of respective government of the two Parties directly affecting the performance of the Contract.	Kindly modify clause as follows The term "Force Majeure" as employed herein shall mean without limitations; acts of God, War, Civil Riots, Fire, Flood and Acts and Regulations of respective government of the two Parties directly affecting the performance of the Contract.	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
122	Annexure N (2.6):-Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other Party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NHB shall have the option of canceling this Contract in whole or part at its discretion without any liability on its part.	Kindly modify clause as follows Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other Party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NHB shall have the option of canceling this Contract in whole or part at its discretion without any liability on its part. A Force Majeure Event shall not relieve NHB of its payment obligations for Services and deliverables actually rendered by Service Provider prior to the occurrence of Force Majeure.	**Please be guided by the relevant clauses of RFP document**
123	Missing	**Kindly add this clause** In the event of Force Majeure, NHB hereby agrees that the Service Provider shall be entitled to allow its employees to work and perform Services from an alternative location using hardware (laptop or desktop or thin client) provided by Service Provider or NHB or that is personal to the employee ("Work from Home"). In the event of Service Provider's personnel resources connecting directly via internet using a Bank provided/ personal asset, NHB shall be responsible for the security measures of their remote access infrastructure and NHB assets provided to the Service Provider. The parties agree that the current Covid-19 is a pandemic resulting to the above situation. The parties further agree that the Service Provider shall be entitled to remote working and this Section shall apply during the period Covid-19 continues to affect the Service Provider.	**Please be guided by the relevant clauses of RFP document**
124	Annexure N (2.7):-NHB may, by written notice of suspension to the Vendor, suspend all payments to the Vendor hereunder if NHB is not satisfied with the performance of the Vendor or if the Vendor fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Vendor to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Vendor of such notice of suspension and shall invoke contract performance guarantee.	Kindly remove this clause	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
125	Annexure N (2.8.1):-NHB may by not less than fifteen (15) calendar days written notice of termination to the Vendor, (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract: (a) If the Vendor fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing; (b) If the Vendor becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary; (c) If the Vendor fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof; (d) If the Vendor submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Vendor knows to be false; (e) If, as a result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or (f) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Vendor either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Vendor/its personnel are found to be involved in any fraudulent or criminal act; (g) If NHB, in its sole discretion and for any reason	Kindly modify clause as follows NHB may by not less than ~~fifteen~~ thirty (30 ~~15~~) calendar days written notice of termination to the Vendor, (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than ~~sixty~~ ninety (90 ~~60~~) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract: (a) ~~If the Vendor fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing;~~ (b) If the Vendor becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary; (c) ~~If the Vendor fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause 8 hereof;~~ (d) If the Vendor submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Vendor knows to be false; (e) If, as a result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or (f) ~~In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Vendor either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Vendor/its personnel are found to be involved in any fraudulent or criminal act;~~ (g) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate without any cause this Contract.	**Please be guided by the relevant clauses of RFP document**
126	Annexure N (2.8.4):-Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the services already delivered, after deducting applicable penalty and TDS/other applicable taxes.	Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the services already delivered~~, after deducting applicable penalty and TDS/other applicable taxes~~ and also termination fees as agreed upon.	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
127	Missing	**Kindly add this clause** Vendor has the right to terminate this Agreement if the other materially breaches any obligation hereunder which has not been cured within thirty (30) calendar days after receipt of written notice of such breach (or such additional cure period as the non-defaulting party may authorize in writing). If NHB fails pay any invoice and remains in default not less than 7 days after being notified in writing to make such payment, then Vendor shall be entitled to: (i)suspend performance or reduce its rate of performance under any statement of work until such payment is made and NHB shall be liable for any costs of such suspension or reduction in rate of performance and Vendor shall be entitled to an extension of time; or (ii)terminate this Agreement with immediate effect.	**Please be guided by the relevant clauses of RFP document**
128	Annexure N (3.7):-The Vendor and its Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or NHB's business or operations without the prior written consent of NHB.	**Kindly modify clause as follows** ~~The Vendor~~ Either parties and its Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or ~~NHB~~ other party's business or operations without the prior written consent of ~~NHB~~ other party.	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
129	Annexure N (3.10):-The Vendor shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Vendor or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Vendor or its personnel; and/or (iii) any claim made by employees who are deployed by the Vendor against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the Vendor to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.	Kindly modify clause as follows The Vendor shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, ~~both~~ during ~~and after~~ the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by ~~NHB or~~ any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, gross negligence ~~or breach of contract~~ by the Vendor or its personnel; and/or (ii) ~~any negligence or gross misconduct attributable to the Vendor or its personnel;~~ and/or (iii) ~~any claim made by employees who are deployed by the Vendor against NHB; and/or~~ (iv) ~~any claim arising out of employment, non payment of remuneration and non provision of benefits in accordance with the statues/various labour laws by the Vendor to its employees; and/or~~ (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA. With regards to section 3.10(v) under this Agreement, Vendor shall have sole control and authority over the defense and/or settlement of such a claim, suit or action, including the right, at its sole discretion to (i) procure for NHB the right to use the infringing Deliverable, (ii) replace the infringing Deliverable with a non-infringing, functionally equivalent one, (iii) suitably modify the infringing Deliverable so that it is non-infringing, or (iv) accept return of the infringing Deliverable and refund a pro-rata portion (based on a five-year straight line depreciation commencing upon delivery) of any fees paid by NHB to Vendor with respect to such Deliverable. The indemnity is conditional upon NHB giving Vendor prompt written notice of, and cooperating with Vendor in connection with, the defense of any such claim, suit or action, including appeals and negotiations. This indemnity shall not extend to any claim of infringement to the extent resulting from: (i) NHB's specifications, (ii) third party software, where the Vendor's use of such	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
130	Annexure N (3.11):-(i) The Vendor's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to the total contract value. (ii) The Vendor's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Vendor shall be actual and unlimited. (iii) Under no circumstances, NHB shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.	Kindly modify clause as follows (i) The Vendor's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to the average amounts paid by NHB to Vendor under the applicable statement of work during each consecutive twelve (12) months immediately preceding the liability event the total contract value. (ii) The Vendor's liability in case of third party claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations (Except to the extent of breach of any data privacy laws or obligations or to the extend of any PII for which the limit provided in (i) above shall apply)committed by the Vendor shall be actual and unlimited. (iii) Under no circumstances, NHB neither party shall be liable to the Vendor other party for direct, indirect, incidental, consequential, special, punitive or exemplary damages nor for any for business interruption, loss of anticipated savings, loss of goodwill or reputation or loss of profits howsoever caused, arising from termination of this Agreement, even if he has been advised of the possibility of such damages.	**Please be guided by the relevant clauses of RFP document**
131	Annexure N (3.15):-The Vendor shall be responsible for making appropriate deductions in respect of income tax and any other statutory deductions under applicable laws in respect of its personnel/employees engaged by the Vendor under this Agreement. The Vendor agrees to indemnify NHB in respect of any claims that may be made by statutory authorities against NHB in respect of contributions relating to the personnel/employees engaged by the Vendor for performing the work under this Agreement. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Vendor.	Kindly modify clause as follows The Vendor shall be responsible for making appropriate deductions in respect of income tax and any other statutory deductions under applicable laws in respect of its personnel/employees engaged by the Vendor under this Agreement. The Vendor agrees to indemnify NHB in respect of any claims that may be made by statutory authorities against NHB in respect of contributions relating to the personnel/employees engaged by the Vendor for performing the work under this Agreement. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Vendor.	**Please be guided by the relevant clauses of RFP document**
132	Annexure N (3.16):-The Vendor will neither approach nor make any proposal for work for any employee of NHB directly or indirectly during the validity of this Agreement and for one year from the date of termination of this Agreement.	Kindly remove this clause	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
133	Annexure N (3.20):-The Consultant shall allow and grant NHB, its authorized personnel, its auditors (internal and external) and/or the Reserve Bank of India/ other regulatory & statutory authorities, and their authorized personnel, unrestricted right to inspect and/ or audit its books and accounts, to provide copies of any audit or review reports and findings made on the Consultant, directly related to the Services. In case any of the Services are further outsourced/ assigned/ subcontracted to other consultants in terms of the RFP, it will be the responsibility of the Consultant to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and/ or audit.	Kindly modify clause as follows The Consultant shall allow and grant NHB, its authorized personnel, its auditors (internal and external, who shall not be a direct competitor of the Consultant and shall have signed the required confidential obligations) and/or the Reserve Bank of India/ other regulatory & statutory authorities, and their authorized personnel, unrestricted right to inspect and/ or audit its books and accounts, to provide copies of any audit or review reports and findings made on the Consultant, directly related to the Services. In case any of the Services are further outsourced/ assigned/ subcontracted to other consultants in terms of the RFP, it will be the responsibility of the Consultant to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and/ or audit. Such audit must be conducted once in a year and during normal business hours and by giving at least 10 days prior written notice to Consultant. In no event, the Consultant shall provide NHB the access to Consultant's internal costs margins, employee data or customer data. For the avoidance of doubt, such audits shall be only physical and procedural audits (i.e., no logical access to Consultant systems) with scope limited to the services provided by the Consultant to NHB.	**Please be guided by the relevant clauses of RFP document**
134	In the event of failure of the Consultant to render the Services or in the event of termination of the Agreement or expiry of term or otherwise, without prejudice to any other right, NHB at its sole discretion may make alternate arrangement for getting the Services contracted with another consultant. In such case, upon receiving notice from NHB, the Consultant shall continue to provide the Services as per the terms of the Contract until the new consultant completely takes over the work. During the transition phase, the existing Consultant shall render all reasonable assistance to the new consultant within such period prescribed by NHB.	In the event of failure of the Consultant to render the Services or in the event of termination of the Agreement or expiry of term or otherwise, without prejudice to any other right, NHB at its sole discretion may make alternate arrangement for getting the Services contracted with another consultant. In such case, upon receiving notice from NHB, the Consultant shall continue to provide the Services as per the terms of the Contract until the new consultant completely takes over the work. During the transition phase, the existing Consultant (upon additional charges) shall render all reasonable assistance to the new consultant within such period (which shall not exceed 90 days) prescribed by NHB.	**Please be guided by the relevant clauses of RFP document**
135	Annexure N (4.2):-The Vendor shall submit the bills to NHB of firms printed bill forms indicating the work done by him during the period for which payment is sought. NHB shall make payments to the Vendor as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.	Kindly modify clause as follows The Vendor shall submit the bills to NHB of firms printed bill forms indicating the work done by him during the period for which payment is sought. NHB shall make payments to the Vendor as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 6

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
136	Annexure N (4.3):-NHB agrees not to make an offer for employment to any personnel provided/deployed by the Vendor under this Agreement, and, not to accept any application for employment from him/her, while he is under the term of this Agreement, and, for up to twelve (12) months from the date of last assignment of the work under this Agreement with NHB.	Kindly modify clause as follows NHB agrees not to make an offer for employment to any personnel provided/deployed by the Vendor under this Agreement, and, not to accept any application for employment from him/her, while he is under the term of this Agreement, and, for ~~up to~~ twelve (12) months from the date of last assignment of the work under this Agreement with NHB. This restriction does not apply to personnel who are hired by a party in response to a bona fide advertisement to the public at large, so long as the personnel was not directed to the advertisement or was otherwise invited to apply.	**Please be guided by the relevant clauses of RFP document**
137	Annexure O (7):-Term: The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of 3 years from the termination of the SLA.	Kindly modify clause as follows Term: The obligation pursuant to clause 2 and 3 (Confidentiality & Non-Disclosure of Proprietary Information) will survive for a period of 3 years from the date of its disclosure ~~termination of the SLA~~.	**Please be guided by the relevant clauses of RFP document**
138	Annexure O (8):-The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach by one party, the other party shall be entitled to appropriate remedy, which may be available under law.	Kindly modify clause as follows The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach by one party, the other party shall be entitled to appropriate remedy, which may be available under law i.e. injunctive relief.	**Please be guided by the relevant clauses of RFP document**
139	Annexure P (10):-The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU/Public Sector Bank and if it is found at any stage that similar product/systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to NHB, if the contract has already been concluded.	Kindly remove this clause	**Please be guided by the relevant clauses of RFP document**

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
140	Missing	**Kindly add this clause** As of the Effective Date, Vendor warrants that, the Deliverables shall be as per the specifications as agreed under this Agreement. This warranty shall survive for a period of thirty (30) days following delivery of the relevant Service or Deliverable. Vendor and nhb agree that bank's sole and exclusive remedy for non-conforming services and deliverables shall be replacement/re-performance by vendor, or, at vendor's option, refund of the fees paid for such nonconforming services and deliverables. Notwithstanding anything to the contrary in this agreement, in no event shall vendor be responsible for any failure to perform in accordance with the requirements of this agreement to the extent such failure results from: (i) the acts or omissions of nhb or any agent, vendor or contractor of nhb; (ii) hardware, software or system failures not attributable to vendor's negligence; or (iii) a force majeure event as defined under this agreement. Except as expressly set forth in this agreement, vendor hereby disclaims all warranties (whether implied, statutory or otherwise) with respect to the services and deliverables provided under this agreement and/or statements of work issued hereunder, including but not limited to implied warranties of merchantability and fitness for a particular purpose.	**Please be guided by the relevant clauses of RFP document**

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
141	Missing	Each party shall comply with all laws and regulations specifically applicable to their respective business activities. Each party agrees to have and maintain in place and enforce, throughout the term of this Agreement, its own policies and procedures, to ensure compliance with applicable anti- bribery and anti-corruption laws. No payments or transfers of value which intend to or effect public or commercial bribery, kickbacks or other unlawful or improper means of obtaining or retaining business or directing business to any person or entity, and no facilitation payments, will be made. Notwithstanding anything to the contrary stated in this Agreement, prior to the execution of the applicable statement of work, NHB shall be responsible for notification to Vendor of all laws, regulations, government or regulatory approved codes of practice or orders, license conditions, and all similar or analogous requirements that are applicable to the business of NHB in any jurisdiction where Services are performed or received and which NHB wishes Vendor to comply with in the performance of Services or the creation of specific Deliverables. Promptly upon becoming aware of any changes or proposed changes to such laws, NHB shall promptly inform Vendor of the same.	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 7

S. No.	Pg No	Relevant Clause of the RFP	Query	Reply to the Query
1	7	Last date and time for receipt of Bidding Documents : 12th July'23.	Request bank to kindly provide an extention of Minimum 3 weeks for the final bid submission, as MAF from the Third party will take some time or allow us to share it post submission. Pls confirm.	**The request is not acceptable.**
2	22	Business Analytics tool is a reporting tool which would pull data from all applications database in NHB and churn out reports from all the available data. The standard reports could be pre-configured in the tool. Facility to design customized report to be also available in business analytics tool.	Kindly enlist the applications from where the BI tool will pull the data	**BI Tool will pull the data from the modules of CBS/CFSS**
3	28	Bidder shall ensure that the DR Site CBS/CFSS Applications are in High Availability Mode with continuous synchronization with DC instances.	Please clarify if High Availability is required in Active-Active mode or Active-Passive mode	**Active Passive Mode**
4	29	Bidder should provide and reconcile all licenses with software installed on hardware and should also maintain audit of increase or decrease in numbers of users / licenses. Bidder should maintain this inventory or audit of licenses in electronic and paper repository which shall be in the custody of NHB.	Do you need Operating System Licenses as well or only database server license, application server license is sufficient.	**Bidder to arrange/manage all necessary licences as per terms of RFP**
5	41	Bidder shall design and implement adequate data backup and restoration procedures.	Please clarify required backup software and hardware will be provided by Bank.	**Hardware will be provided by Bank.**
6	42	The bidder shall specify the Hardware Sizing/specifications for Wintel Server in their technical bid taking horizontal expansion into consideration.	Do you require On Premise or On Cloud Implementation	**On Premise**
7	33	Procurement and Installation of all products and related applications is to be done by the bidder.	Kindly confirm that All Products means All applications supplied by vendor and third party	**Comply with RFP Terms**
8	169	Annexure 'Q' – Bid Security Declaration	Annexure'Q' should be Annexure'T' , I understand it as a typo error. Pls confirm if Non-MSME are required to submit this annnexure.	**It may be read as Annexure T. Non-MSME are not required to submit Bid Security Declaration.**
9	134	Annexure 'N'- Service Level Agreement	To be submitted by the successful bidder - pls confirm	**To be executed by the successful bidder**
10	29	All the Bids must be accompanied by a refundable interest free security deposit of ₹1,00,00,000/- by way of an e-payment in favour of National Housing Bank.	Request you to reduce the security 10,00,000/-	**The request is not acceptable.**
11	77	Tentative Implementation Plan	Request you to please provide some relaxation in implementation plan.	**The request is not acceptable.**
12		General Query	List of product for which Data Migration activity is to be performed	**Data Migration activity will be done for the modules listed in RFP.**
13		General Query	Kindly share the list of products	**Required modules are listed in RFP.**
14	161	Provision of marking the request to Officers in ROD should be available and alert should be populated.	Kindly elaborate the request to be initiated as a part of requirement	**Can be discussed during SRS discussion**
15	163	Capture appropriate consent from Borrower as needed before fetching data from systems like PAN, Aadhar, GST, ITR, Bureau, Bank Statement and other data sources.	Is this expedted as apart of Digital platform?	**Can be discussed during SRS discussion**

Pre-Bid Queries from Prospective Bidder - 7

S. No.	Pg No	Relevant Clause of the RFP	Query	Reply to the Query
16	166	The solution should be able to forward the duly signed sanction letter (provision for manual / digital signature to be there) along with draft loan documents to be executed, to Borrower and relevant stakeholders (RO/RRO, PFD, Legal Department etc.).	Is LOS solution expected to integrate with Digital Signature solutions or is required in Core Application?	**Yes**
17	169	Document processing	Kindly confirm is integrated DMS or standalone DMS is required as a part of offering	**No**
18	181	Integration with Bank's internal systems to fetch customer data.	Kindly share the List of solutions which are expected to be integrated.	**Can be discussed during SRS discussion**
19	184	Flexibility to configure and deploy multiple credit models.	Require more details in order to understand the credit models.	**Can be discussed during SRS discussion**
20	191	System should be able to handle entire loan life cycle management i.e., complete loan origination and processing system having automated process from lead management till loan disbursement and post sanction compliance and monitoring with suitable integration and interfaces with internal / external sources.	Kindly share the list of integrations expected as a part of RFP?	**Can be discussed during SRS discussion**
21	202	Report on workflow management both for reporting as well as to have a comment & work log of the complete user trail.	Kindly elaborate this requirement	**Can be discussed during SRS discussion**
22	205	System shall have provision to maintain normative allocation amount. *Normative allocation means amount allocated to the state which will be given by NHB to maintain the master.*	Kindly elaborate this requirement	**State Master needs to be maintained in the Portal for UIDF.**
23	206	Project viability will be checked at HO level and prioritization of project will be done.	Kindly elaborate this requirement	**Can be discussed during SRS discussion**
24	211	b) Borrower ID/Borrower Category	All customizations will be exclusive property of NHB, and the related source code should be provided to NHB.	**Yes**
25	211	r) COR (in case of HFCs)	Does COR stands for Certificate of Registration?	**Yes**
26	211	s) Brief details to be added for Recourse Indicator	Kindly elaborate the requirement as a part of this field	**Can be discussed during SRS discussion**
27	211	v) Contract ID, Contract Name fields to be placed after Borrower Category	Kindly elaborate the relationship between Contact Id & Borrower Id as part of requirement	**Under 1 borrower ID, there could be multiple contract IDs.**
28	215	Different loan products to be enabled as pe Project Finance Policy i.e. TL/STL/LOC	For product LOC (Letter of Credit) is it expected to push data to existing Trade Finance solutions with NHB?	**NHB has no trade finance portfolio.**
29	217	This information shall flow on Customer Viewer/Loan Viewer as per requirement of the bank	Kindly let us know is it expected to view the details by branch user or the end customer? In case of end customer, is customer service request solution expected as part of offering?	**Yes. The same is expected as part of LOS offering**
30	220	Mirroring of repayment bank accounts for automation of repayments of borrower's loan account.	Kindly elaborate the mentioned requirement	**One bank account of PLI/State can be used in multiple loan contracts for repayment**
31	244	Master database de-dupe at specified intervals basis management discretion: monthly, quarterly, semi-annually, annually	Is separate De-Dupe engine required as per this requirement?	**No. It should be part of the standard offering**

Pre-Bid Queries from Prospective Bidder - 7

S. No.	Pg No	Relevant Clause of the RFP	Query	Reply to the Query
32	247	Systems should provide a workflow for allocation of default cases for analysis and next action to be specified (role-based access as per the predefined work flow). At the time of reallocation, the system should provide the following details -	Kindly explain the analysis expected as a part of this requirement	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
33	12	The successful Bidder will be required to provide Performance Bank Guarantee (PBG) of value amounting to 6% of the Total Contract Value (Annexure I), in the form of bank guarantee from a scheduled commercial bank in the format as substantially prescribed in Annexure-L. The PBG should be valid till at least three months beyond the expiry of contract period or such other extended period as NHB may decide. The PBG is required to protect the interest of NHB against the risk of non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions including labour laws and any other laws/rules/regulations, by the successful Bidder. Default in successful implementation of the conditions of the contract, may warrant the invoking of PBG, and also if any act of the Vendor/Bidder results into imposition of Liquidated Damages/penalty, then NHB reserves the right to invoke the Performance Bank Guarantee submitted by such Bidder. The decision of NHB as to non-performance or default in RFP Term/s, including non-compliance of applicable statutory provisions etc., shall be final and binding on the successful Bidder.	Request bank to reduce the Performance Bank Guarantee from 6% of the total contract value to 2% of the contract value.	**Please be guided by the relevant clauses of RFP document**
34	16	If the Service provider fails to complete the due performance of the contract in accordance with agreed specifications and conditions to the satisfaction of NHB, as the case may be or abandons the project/contract without completing as per the agreed terms, NHB, as the case may be, reserves the right to recover damages at 10 percent of the Total contract value as and by way of liquidated damages not as penalty. It is clarified that the liquidated damages shall be over and above the penalty, if any, imposed under Clause 6.	Request bank to consider the LD to be 10% of the related services fee and not on the contract value.	**Please be guided by the relevant clauses of RFP document**

S. No.	Pg No	Relevant Clause of the RFP	Query	Reply to the Query
35	16	The Vendor/Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep NHB indemnified, hold harmless, defend and protect NHB and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. (b) The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NHB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and NHB shall give notice of any such claim or demand of liability within reasonable time to the Vendor. (c) In case NHB undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this contract.	Kindly reconsider the mentioned clause as it is unaccepatable to agree to indemnification?	**The same is as per standard terms of RFP of NHB and such request is not acceptable.**
36		All customizations will be exclusive property of NHB, and the related source code should be provided to NHB.	We cannot provide source code to the Customer for the customisation, as mentioned. But we can get into an Escrow arrangement for the same. Please confirm.	**Necessary corrigendum will be issued in this regard**
37	31	The bidder shall ensure that applications/ product, which are being proposed for NHB, are at least 5 years away from their end of life. The system software purchased & installed at this point in time should have a warranty of five years from date of Complete Go-Live.	Kindly validate and confirm if the warranty is for one year or 5 years?	**Atleast five years from date of Complete Go-Live.**
38	31	a) All statutory changes (changes imposed by Government of India, RBI, SEBI etc.) will be incorporated in the software by the bidder during warranty and subsequent support period free of cost.	Kindly consider "All statutory changes (changes imposed by Government of India, RBI, SEBI etc.) will be evaluated and discussed mutually between the parties.	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 7

S. No.	Pg No	Relevant Clause of the RFP	Query	Reply to the Query
39	42	a) At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to bidder's scope of work, the bidder shall be responsible to deliver services defined in scope and also maintain SLA requirements. b) All risk during transition stage shall be properly documented by bidder and mitigation measures are planned in advance so as to ensure smooth transition without any service disruption. c) Bidder shall provide necessary handholding and transition support, which shall include but not limited to, conducting detailed walk-through and demos for the solution, handing over the entire software (including source code, program files, configuration files, setup files, project documentation etc), addressing the queries/clarifications of the new agency, conducting training sessions etc. d) The transition plan along with period shall be mutually agreed between bidder and NHB and could be extendable when the situation occurs. Bidder shall be released from the project once successful transition is done meeting the parameters defined for successful transition.	Please note that we are the OEM's and will be doing the end to end implementation of the product.	**Please be guided by the relevant clauses of RFP document**
40	45	Any updation/customization within the existing functionality and the functionality required from this RFP will be carried out at no cost to the Bank. For meeting any further upgradation/ customization requirement of the Bank, the same will be enabled as per terms of RFP and contracted commercial cost.	Kindly consider "Any additonal requirements post RFP response will be treated as CR and will be charged at the mentioned commercials."	**Please be guided by the relevant clauses of RFP document**

S. No.	Pg No	Relevant Clause of the RFP	Query	Reply to the Query
41	45	The purpose of this Service Level Agreement is to clearly define the levels of service which shall be provided by the selected bidder to the Bank for the duration of this contract. • The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. • If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. • If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or/and to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance. • Any financial loss to the Bank on account of fraud taking place due to successful Bidder, its employee or their services providers' negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Bank's reputation and goodwill. • Bank may impose penalty to the extent of damage to its any equipment, if the damage is due to the actions directly attributable to the staff of the Bidder. • If the Selected Bidder fails to deliver the required services due to the reasons attributable to him like delay in delivery and installation of requisite solution/non- accessibility of system/downtime due to non-functioning/ non- availability of support, the penalty/liquidated damages would be imposed as mentioned below while processing the payment.	Kindly consider "The liability must be capped at 5% of the module/service fee."	**The same is as per standard terms of RFP of NHB and such request is not acceptable.**
42	46	In case the complete go-live completion date delay exceeds TEN weeks, the Bank reserves the right to cancel the order. Also, liquidated damages, equivalent to 10% of the value of the late delivered/implemented items will be charged (PBG too, may be revoked in such case). In such an event vendor will not be entitled to or recover from Bank any amount by ways of damages, loss or otherwise. • If orders are cancelled due to non-delivery, the vendor may be debarred by Bank for participating in any future tenders floated by Bank.	Kindly consider "In the event of delay or failure to implement software, NHB may charge 10% of the value of the late delivered/implemented items. Also, they have a right to invoke PBG. It must be either of them and cannot be provided both."	**The same is as per standard terms of RFP of NHB and such request is not acceptable.**

S. No.	Pg No	Relevant Clause of the RFP	Query	Reply to the Query
43	55	Payment for any period will be made after deducting TDS/other taxes and applicable penalty/LD pertaining to the quarter. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.	Request bank to kindly relook at this payment term as Withholding of any payment is not acceptable to us.	**Please be guided by the relevant clauses of RFP document**
44	57	Only GST/applicable taxes will be paid by NHB on actual basis as per statutory rates prevalent during the period of service provided. All other taxes as applicable will be borne by the Bidder. NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Vendor.	The Product and Services quoted in the proposal will attract applicable tax (i.e GST), further the RFP states that the GST/Applicable taxes will be paid by NHB. Request you to kindly clarify.	**GST/applicable taxes will be paid by NHB on actual basis as per statutory rates prevalent during the period of service provided.** **NHB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Vendor.**
45	139	NHB may by not less than fifteen (15) calendar days written notice of termination to the Vendor, (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.1, terminate this Contract: (a) If the Vendor fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as NHB may have subsequently approved in writing; (b) If the Vendor becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary; (c) If the Vendor fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof; (d) If the Vendor submits to NHB a statement which has a material effect on the rights, obligations or interests of NHB and which the Vendor knows to be false; (e) If, as a result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or (f) In the event it comes to the notice of NHB that any of the representations and/or warranties made by the Vendor either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Vendor/its personnel are found to be involved in any fraudulent or criminal act; (g) If NHB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.	Termination for any reason whatsoever' is not acceptable as the reason has to be directly attributed to Azention Software and Services.	**The same is as per standard terms of RFP of NHB and such request is not acceptable.**

Pre-Bid Queries from Prospective Bidder - 7

S. No.	Pg No	Relevant Clause of the RFP	Query	Reply to the Query
46	Clause 10, Pg. 159	The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU/Public Sector Bank and if it is found at any stage that similar product/systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to NHB, if the contract has already been concluded.	Prices quoted to our prospects/customers are purely driven by various factors like Market conditions, Competitor pricing, Product Fitment, etc. Thus we might not be able to compare any 2 client proposals for the same products. Thus this point is not acceptable. Request Bank to please validate the point	**The same is as per standard terms of RFP of NHB and such request is not acceptable.**
47	Clause 3.14, Pg. 143	All software, algorithms, reports and other documents prepared/developed by the Vendor in performing the Services shall become and remain the property of NHB, and the Vendor shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHB, together with a detailed inventory thereof. The Vendor may retain a copy of such documents and shall not use them for purposes unrelated to this Contract without the prior written approval of NHB.	Request you to please consider that it wont be possible to provide the documents related to the software as it is our IP.	**This will be only for the specific customization of NHB and not the entire solution.**
48	Clause 3.11, Pg. 143	i) The Vendor's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to the total contract value. (ii) The Vendor's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Vendor shall be actual and unlimited. (iii) Under no circumstances, NHB shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.	Kindly consider relaxaing the clause as below: 1. The liability should not be capped at the total contract value. 2. The liability cap is not applicable for breach of confidentiality obligations and IPR infringement. 3. Pt. iii must be mutual for both parties.	**The same is as per standard terms of RFP of NHB and such request is not acceptable.**

Pre-Bid Queries from Prospective Bidder - 7

S. No.	Pg No	Relevant Clause of the RFP	Query	Reply to the Query
49	Clause 3.8, Pg. 142	The Vendor shall take out and maintain at their own cost, appropriate insurance against all the risks, and for all the coverage, like workers compensation, employment liability insurance for all the staff on the assignment, comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Vendor or their staff on the assignment	Request you to please consider the point as it is not acceptable	**The same is as per standard terms of RFP of NHB and such request is not acceptable.**
50	Clause 3.10, Pg. 142	The Vendor shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Vendor or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Vendor or its personnel; and/or (iii) any claim made by employees who are deployed by the Vendor against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the Vendor to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.	Request you to please consider the point as it is not acceptable	**The same is as per standard terms of RFP of NHB and such request is not acceptable.**
51	110	System should have the capability to create the Asset Master with all the listing of the assets with the respective categories, pricing, lifecycle etc	Require more details on the functionality of the Asset master.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
52	110	System should have the capability to create the Liability Master with all the listing of the liabilities with the respective categories, pricing, lifecycle etc	Require more details on the functionality of the Liability master.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
53	111	System should be able to calculate the value at Risk (VaR) and earning at risk for the asset	Require more details on VaR methods	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
54	111	The system should be able to manage the market risk involved with the constituent with ASSET - LIABILITY MANAGEMENT COMMITTEE(ALCO)	Require more detail on ALCO Report. (The system should be able to manage the market risk involved with the constituent with Assets.)	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
55	112	System should be able to perform behavioural analysis	Require more details on Behavioural analysis scenarios.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
56	112	System should be able compute Market value of non-listed entities	Require more details on calculation methods.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
57	112	System should be able to compute product-wise pricing as per the methodology approved by the Board	Require more details on methodology to be used in pricing calculation.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 7

S. No.	Pg No	Relevant Clause of the RFP	Query	Reply to the Query
58	87	Flexibility to configure and deploy multiple credit models.	Require more details in order to understand the credit models.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 8

S No	Clause	Query	Reply of the Query
1	The successful Bidder will be required to provide Performance Bank Guarantee (PBG) of value amounting to 6% of the Total Contract Value (Annexure I)	we request NHB to Consider a Performance Guarantee of 3 % of Total contract Value As Per the circular No . F.1/2/2023-DDP by GOI Ministry of Finance Dated on 3.4.2023. In recent RFP even Public sector Bank is requesting for 3% of BG only.	**Please be guided by the relevant clauses of RFP document**
2	All customizations will be exclusive property of NHB, and the related source code should be provided to NHB.	we understand that the Product source code will be IPR of the bidder. However, any specific customization wrt NHB that source code only will be provided to NHB . We request NHB to consider the ESCROW Agreement and Manage Escrow Cost for transfer of Source code specific to Customisation	**Necessary corrigendum will be issued for clarification, if required**
3	The detailed list of Business Requirements (BRS)/Scope of Work of the solution to be implemented by bidder is mentioned in Annexure F of the RFP	If a bidder discovers that a requirement is not listed in the RFP during the gap analysis. NHB should consider this as a new change request.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
4	Tentative Implementation Plan Go-Live within 3 months post-date of acceptance of work order Go-Live within 4 months post-date of acceptance of work order..	We request NHB to consider the Tentative Implementation Plan as mentioned below: Go-Live within 3 months post- Sign off on Detail Specification Requriment document(DSRD) Go-Live within 4 months post- Sign off on Detail Specification Requriment document (DSRD)	**Please be guided by the relevant clauses of RFP document**
5	The bidder shall provide exclusive on-site support at Registered/Identified Office.	We request NHB to consider 1 (Function & Technical) consultant during the onsite Support	**After complete go live, 2 functional and 1 technical team members will be for onsite support. Necessary corrigendum will be issued.**
6	10%* (Retention Money)	Since we are submitted Performance Guartnee we request to remove the retention Money in all payment milestone	**Please be guided by the relevant clauses of RFP document**
7	Hosting Site DC and DR	whether NHB will provide the proposed Solution's hardware and infrastructure.Please mention location of the hosting sites	**Yes** **DC - New Delhi** **DR - Navi Mumbai (at present)**
8	Integration	We request NHB to Speicify the list of integration touch point for the Proposed Solution	**The same is as per standard terms of RFP of NHB and such request is not acceptable.**

Pre-Bid Queries from Prospective Bidder - 9

S No	Relevant Clause of the RFP	Query	Reply of the Query
1	F.5 Treasury Module	Please clarify if both front office and back office solutioning for treasury is required?	**Yes**
2	System ability to create a repayment schedule for all the different payments	The repayment schedule which needs to be captured is for the Borrowings of funds or is this the investment being made by the bank?	**All kind of Payments**
3	System should allow storing the Hedging details/Hedging Contracts	What hedging mechanisim is expected from the system?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
4	System should allow the Issuances of Capital market instrument	What all types of Capital Market instrument are currently beinf issued by NHB?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
5	System should be capable of taking specified market rates like bond rates, forex rates at predefined intervals and provide the same in excel format as an output	This rates should be captured via direct market interface or should this be a file based upload of the rates into the system?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
6	System should be capable of comparing the bond rates, forex rates etc with traded rates and through exceptions for off-market check	This should be a real time process where live market interface are required or should this be a batch or file based process?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
7	System should be able to monitor/track the ISIN (International Securities Identification Numbering)	Should the monitoring of ISIN be real time process ot would this be a frequent updation of ISIN data into the system	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
8	System should have the NAV (Net Asset Value) Master to track/monitor the performance of investments/mutual funds etc	is this a real time tracking of NAV through interface to primary market or would this be a batch process of uploading NAV data through file mechanisim?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
9	System should allow the Primary market auctions in E-Kuber (Both competitive and non-competitive)	Is the solution expected to handle back office operations or front office operations as well?	**Yes**

Pre-Bid Queries from Prospective Bidder - 9

S No	Relevant Clause of the RFP	Query	Reply of the Query
10	Intellectual Property Rights The Bidder warrants that in the event of its selection as the Vendor: - RFP for Selection of System Integrator for Supply and Implementation of Commercial Off the Shelf (COTS) - Core Banking Solution (CBS) / Core Financial Services Solution (CFSS) at National Housing Bank Page 17 of 170 (a) The Inputs to be provided by it shall not infringe upon any third-party intellectual property rights, including copyrights, patents, and other intellectual property rights of any nature whatsoever. (b) It further 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. (c) In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights, the Bidder shall, at its choice and expense: (a) procure for NHB the right to continue to use such Deliverables; (b) replace or modify such Deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing Deliverables; or (c) if the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables and reimburse NHB for any amounts paid to the Bidder for such Deliverables, along with the replacement costs incurred by NHB for procuring an equivalent equipment in addition to the penalties levied by NHB . However, NHB shall not bear any kind of expense, charge, fees, or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels	Kindly replace Intellectual Property Rights with below mentioned text **Intellectual Property Rights** a. the Licensor hereby confirms that: i. to the best of Licensor's knowledge, the Software Solution does not infringe upon any intellectual property of any third party. ii. All Intellectual Proprietary Rights in Software Solution, Updates, Confidential Information and Trademarks belong to Licensor and have been duly procured by Licensor from authorised sources. b. the Licensee hereby states that; i. The Licensee hereby expressly disclaims any and all Intellectual Proprietary Rights in the Software Solution. ii. The Licensee shall promptly notify the Licensor of any unauthorized third-party duplication, distribution or use of Software Solution which comes to attention of Licensee and shall provide the Licensor with whatever reasonable assistance as necessary to (i) stop such activities and (ii) recover and / or destroy such unauthorized copies. iii. The Licensee shall not attempt to register any of Trademarks, company names or trade names or any logo used or associated with Software Solution nor shall the Licensee attempt to develop or in any way develop any products, which is similar to any portion of Software Solution. iv. All Intellectual Property Rights in respect of Software Solution delivered to Licensee under this Contract and subsequent support and services including but not limited to product fixes, modifications or enhancements that are either release generally (such as commercial product service packs) or that are provided to Licensee when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) shall belong exclusively to Licensor.	**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 9

S No	Relevant Clause of the RFP	Query	Reply of the Query
11	Limitation of Liability (i) The Vendor's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to the total contract value. (ii) The Vendor's liability in case of claims against NHB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Vendor shall be actual and unlimited. (iii) Under no circumstances, NHB shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from term	Kindly replace limitation of liablity clause with below mentioned text **Limitation of Liability** Licensor's liability under this contract is limited to the amount of fees considerations received by it reduced by the associated costs, till such time as the Software Solution is under warranty from Licensor. After expiry of warranty and provided the Client has entered into an Annual Maintenance Contract (AMC) for maintenance and support of the Software Solution, such liability will be limited to the amount of AMC fees paid to Licensor during the calendar year of such claim. Under no circumstances shall the liability of Licensor regardless of the nature of claim whether in contract, tort, strict liability or any other theory of liability, exceed the amount mentioned above. The aforesaid limitation does not apply to any liability of the Licensor towards violation of third-party Copyrights / Intellectual Property Rights or for any loss or damages caused to the Bank's premises or property, solely attributable due to the acts of the Licensor/ Licensor 's employees, representatives. The Licensor shall not be liable for any special, indirect, incidental or consequential damages of any kind including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation, and more generally, any loss of an economic or financial nature, which may be deemed as consequential incident of the claim. The foregoing states and constitutes the entire obligations and liabilities of Licensor to Licensee.	**Please be guided by the relevant clauses of RFP document**

S No	Relevant Clause of the RFP	Query	Reply of the Query
12	Indemnification of NHB by the Vendor The Vendor shall indemnify NHB and shall always keep NHB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by NHB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Vendor or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Vendor or its personnel; and/or (iii) any claim made by employees who are deployed by the Vendor against NHB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the Vendor to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual RFP for Selection of System Integrator for Supply and Implementation of Commercial Off the Shelf (COTS) - Core Banking Solution (CBS) / Core Financial Services Solution (CFSS) at National Housing Bank Page 143 of 170 Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.	Kindly replace indemnification clause with below mentioned text: **a. Indemnification** The Licensor hereby indemnifies Licensee from costs and expenses arising from infringement of unaffiliated third party rights by the Software Solution provided that: (1) Licensor is given prompt notice of the claim; (2) Licensor is given immediate and complete control over defence and/or settlement of claim, and Licensee fully cooperates with Licensor in such defence and/or settlement; (3) Licensee does not prejudice in any manner Licensor's conduct of such claim; and (4) the alleged infringement is not based upon use of Software Solution in a manner prohibited under this Contract, in a manner for which Software Solution was not designed, or in a manner not in accordance with Specifications. b. Altered Version The Licensor shall have no liability for any claim of infringement based on (a) use of a superseded or altered version of Software Solution if infringement would have been avoided by use of a current or unaltered version of Software Solution which Licensor made available to Licensee or (b) combination, operation or use of Software Solution with software, hardware or other materials not furnished by Licensor. c. Liability The foregoing states Licensor's entire obligation and liability with respect to infringement of any intellectual property right.	**Please be guided by the relevant clauses of RFP document**
13	Eligibility Criteria - Bidder/ System Integrator must be in the business of implementing at least one of the proposed Core Banking Solution (CBS) / Core Financial Services Solution (CFSS) as mentioned in this RFP i.e. LOS, LMS, Treasury, & Accounting Modules in the Public Sector Banks / Private Sector Banks / Financial Institutions / HFCs / Regulatory or Supervisory Bodies for Financial Sector in India, during the last 8 years.	As per our understanding : Experience of Co-operative banks will be considered as it comes under category financial institutions. Please clarify. Also, request you to please ammend the clause to : Bidder/ System Integrator must be in the business of implementing at least one of the proposed Core Banking Solution (CBS) / Core Financial Services Solution (CFSS) as mentioned in this RFP i.e. LOS, LMS, Treasury, & Accounting Modules in the Public Sector Banks / Private Sector Banks / Financial Institutions / HFCs / Regulatory or Supervisory Bodies for Financial Sector in India or any BFSI during the last 8 years.	**Experience of FI shall be considered.** **The Corrigendum will be issued, if required.**

Pre-Bid Queries from Prospective Bidder - 9

S No	Relevant Clause of the RFP	Query	Reply of the Query
14		What are the other types of products being offered apart from Housing Finance, Project Finance, Refinance, Equity Support, Securitisation, Guarantee?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
15	Hardware Sizing	Please share the below details to arrive at the hardware sizing	
		Particulars	
		Total Number of Users	
		Number of Concurrent Users	
		Number of Internet/Mobile users	
		Number of Concurrent Internet/Mobile users	**Please be guided by the relevant clauses of RFP document**
		Number of Product Holdings Per Customer	
		Number of Branches	
		Number of Customers	
		Number of Accounts	
16	Service Delivery Interface - This presentation layer depicts the front-end user interfaces through which the NHB services will be availed by the end users. We have envisaged an internet portal for external stakeholders.	Kindly elaborate, who are the external stakeholders?	**PLIs (HFCs, SCBs, SCoBs, SFBs, RRBs, UCB, APHFCs), State Governments/UTs, ULBs**
		Since the system is to be accessed over the internet, is DMZ required?	**DMZ exists**
		Is there requirement for any specific database like Oracle, MS SQL and/or PostgreSQL ?	**No specific choice for database**
		Along with on-premise deployment, dose the proposed solution also expected to be hosted on the cloud, does NHB has a preferred cloud partner?	**NO, it is not to be hosted on cloud.**
17	Environment Requirement	**Environments Required**	
		Production	**Yes**
		Pre-Production	**No**
		DR	**Yes**
		Near DR	**No**
		UAT	**Yes**
		SIT	**No**
		Reporting Server (Optional)	
		Development (Optional)	**Yes**
		Training (Optional)	**No**
18	Existing Application	**Existing Applications Used by NHB**	
		Existing Loan Origination System	**No**
		Existing Loan Management System	**Yes**
		Existing Loan Collection System	**No. Not required.**
		GL and Finance Management	**Yes**
		Risk/Credit Rating System	**Yes**
		Digital Channels	
		Document Management System	**Yes**

Pre-Bid Queries from Prospective Bidder - 9

S No	Relevant Clause of the RFP	Query	Reply of the Query
		Any other	**Yes**
19	Existing /Expected Interfaces	**Existing /Expected Interfaces**	
		Please list all the internal & external systems with whom the proposed solution is expected to be integrated	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
20	LOS 59 - Document indexing	Referring to point 4.2.1 Pg No: 23, As NHB has an existing DMS why the following functions are expected from LOS?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
21	LOS 60 - Document scanning and analysis using OCR or other capabilities. Image processing abilities, including pictures taken by webcam and other similar image forms. Image processing abilities so that image fed as input is properly populated in output.		
22	LMS 270	Requirement for the mentioned point is missing	**No marking shall be done for the LMS 270.**

Pre-Bid Queries from Prospective Bidder - 10

S. No.	RFP Page #	RFP Clause Name/No.	Original RFP Clause	Query sought/ Suggestions of the Bidder		Reply of the Query
1	46	8 - Penalty for Implementation:	In case the complete go-live completion date delay exceeds TEN weeks, the Bank reserves	Request Bank to consider the modified clause as below –		**Please be guided by the relevant clauses of RFP document**
			the right to cancel the order. Also, liquidated damages, equivalent to 10% of the value of the			
			late delivered/implemented items will be charged (PBG too, may be revoked in such case).	Notwithstanding Bank's right to cancel the order, liquidated damages at **0.5% (Half percent) of the price of undelivered portion/ not installed services will be charged for every weeks** delay in the specified delivery/services schedule subject to a		
			In such an event vendor will not be entitled to or recover from Bank any amount by ways of			
			damages, loss or otherwise.			
2	46	9. Service Level Penalties for Downtime	Table for calculating Penalty on downtime	Please modify the slabs for downtime Penalty calculation as per		**Please be guided by the relevant clauses of RFP document**
				Level of Uptime* Per Month	**Penalty Charges**	
				99.5% and above	No Penalty	
				99.00% and above but below 99.5 %	1% of total cost of quarterly payment	
				98.00% and above but below 99.00 %	2% of total cost of quarterly payment	
				97% and above but below 98.00 %	3% of total cost of quarterly payment	

Pre-Bid Queries from Prospective Bidder - 10

S. No.	RFP Page #	RFP Clause Name/No.	Original RFP Clause	Query sought/ Suggestions of the Bidder		Reply of the Query
				96% and above but below 97.00 %	4% of total cost of quarterly payment	
				95% and above but below 96.00 %	5% of total cost of quarterly payment	
				below 95%	10% of total cost of quarterly payment	
3	13	3.13 Liquidity Damages	If the Service provider fails to complete the due performance of the contract in accordance with agreed specifications and conditions to the satisfaction of NHB, as the case may be or abandons the project/contract without completing as per the	Request bank to modify this clause as below - The overall cap for penalties as per SLA and liquidity damages (mentioned later under clause 7) over the tenure of the contract will be 10% of the contract value.		**Please be guided by the relevant clauses of RFP document**
4	46	9. Service Level Penalties for Downtime	Uptime will be computed based on availability of the applications to the NHB's users All customizations will be exclusive property of NHB, and the related source code should be provided to NHB. performance parameters for system / service/ application degradation will be considered for downtime calculation.	Since the infrastructure is being controlled by the Bank, the availability of the application is dependent on the individual servers / clusters availability. Hence, we request to delete this clause.		**Refer Clause 9 at Page 46 of RFP**
5	47	9. Service Level Penalties for Downtime	The downtime penalty is capped at a maximum 12% of total cost of Software (A1+A2+A3) and ATS (B) for the quarter.	Request Bank to consider the modified clause as below – The downtime penalty is capped at a maximum 10% of total cost of ATS for the quarter.		**Please be guided by the relevant clauses of RFP document**

Pre-Bid Queries from Prospective Bidder - 10

S. No.	RFP Page #	RFP Clause Name/No.	Original RFP Clause	Query sought/ Suggestions of the Bidder		Reply of the Query
6	47	9. Service Level Penalties for Downtime	*Uptime exceptions:	Please include the downtime due to unavailability of underlying infrastructure such as – non-availability of server, individual servers/ clusters, System crash/ failure, implementation of security patch, etc.		**Refer Clause 9 at Page 46 of RFP**
7	49 & 64	11.3. Minimum Eligibility Criteria point# 4	Bidder/ System Integrator should be profit	Bidder/ System Integrator should be profit		**Please be guided by the relevant clauses of RFP document**
			(PBT) making in any one of the Financial	(PBT) making in any **three** of the Financial		
		Annexure 'D'- Minimum Eligibility Criteria Point# 12	Years during the last 5 years.	Years during the last 5 years.		
8	49 & 64	11.3. Minimum Eligibility Criteria point#5	Bidder/ System Integrator must be in the	We interpret that the bidder/SI must be in the business of implementing at least one of the proposed CBS/CFSS as mentioned in this RFP for atleast 8 years. Please confirm.		**Please be guided by the relevant clauses of RFP document**
			business of implementing at least one of the			
		Annexure 'D'- Minimum Eligibility Criteria – Point# 13	proposed Core Banking Solution (CBS) /			
			Core Financial Services Solution (CFSS) as			
			mentioned in this RFP i.e. LOS, LMS,			
			Treasury, & Accounting Modules in the			
			Public Sector Banks / Private Sector Banks /			
			Financial Institutions / HFCs / Regulatory or			
			Supervisory Bodies for Financial Sector in			
			India, during the last 8 years.			
9	51	11.5. Technical Bids (Marks Distribution)	Total number of implementations of any of the proposed modules out of the specified modules viz. LOS, LMS, Accounting & Treasury were carried out.	Please confirm that		**Please be guided by the relevant clauses of RFP document**
				1. Only fresh implementation will be considered		

S. No.	RFP Page #	RFP Clause Name/No.	Original RFP Clause	Query sought/ Suggestions of the Bidder		Reply of the Query
		Distribution)		2. The total number of implementation includes the combination of implementation done for one or more of the proposed modules for different clients for example – only LOS at client A, Only LMS at client B, LOS + LMS at client C, will be considered as total 3 implementations.		clauses of RFP document
10	22	4.2.1 Application Stack - Fraud Prevention	The Fraud Prevention Solution should be able to detect fraudulent loan	We understand that the Bidder need to configure the LOS rule engine based on the parameters provided by the business users for detecting and reporting of fraud.		**Yes**
11	29	5. Business Requirements / Scope of Work	Bidder/ System Integrator must provide themselves at least one of the proposed Core	The implementation of the proposed Core		**Please be guided by the relevant clauses of RFP document**
			Banking Solution (CBS) / Core Financial Services Solution (CFSS) i.e. LOS, LMS, Treasury, & Accounting Modules. If required, other modules can be sub-contracted by the bidder.	Banking Solution (CBS) / Core Financial Services Solution (CFSS) i.e. LOS, LMS, Treasury, & Accounting Modules should be done by the OEM/OEM authorized partner. Bidder/SI responsibility is to manage the project and ensure the OEM/OEM authorized partner deliver the project as per the scope and timelines of the RFP.		

Pre-Bid Queries from Prospective Bidder - 10

S. No.	RFP Page #	RFP Clause Name/No.	Original RFP Clause	Query sought/ Suggestions of the Bidder		Reply of the Query
12	30	5.2. Overview of Scope of Work	The scope of the project envisages a complete turnkey solution which may inter-alia include procurement, installation and maintenance of Operating system software, Middleware, Database Software, application software, third party tools and configuration / customization, parameterization, implementation of application software and system integration, training and handholding, and service support for 5 (five) years post complete go live of integrated solution.	Bidder understands that procurement, installation and maintenance of Operating system software, backup solution, DC-DR replication software, application monitoring, helpdesk tool, antivirus software, and any other security and monitoring related software will be done by the Bank. Please confirm.		**Please be guided by the relevant clauses of RFP document**
13		General		Would English be the only language for use in the CBS/CFSS software?		**Please be guided by the relevant clauses of RFP document**
14	53	12.2. Payment Terms	10%* (Retention Money) - After completion of the contract period of 5 years	Request Bank to modify the clause as –		**Please be guided by the relevant clauses of RFP document**
		Database and Associated Software (Table 1)	*10% Retention Money can be released upfront in lieu of submission of Bank Guarantee of equivalent amount.			
				10%* (Retention Money) - After completion of Go-live of application		
15	53	12.2. Payment Terms	10%* (Retention Money) - After completion of the contract period of 5 years	Request Bank to modify the clause as –		**Please be guided by the relevant clauses of RFP document**
		Software Application Licenses of COTS - CBS /CFSS (Table 2)	*10% Retention Money can be released upfront in lieu of submission of Bank Guarantee of equivalent amount.			
				10%* (Retention Money) - After completion of Go-live of application		

S. No.	RFP Page #	RFP Clause Name/No.	Original RFP Clause	Query sought/ Suggestions of the Bidder		Reply of the Query
16	54	12.2. Payment Terms Implementation Cost# (Table 3)		Request bank to modify the Implementation Payment terms – 40% on SRS Completion sign-off 15% on UAT Completion sign-off 15% on Data Migration Completion sign-off 10% on Training completion sign-off 20% on Go-Live sign-off *# An advance amount of 30% of total implementation cost can be released upfront in lieu of submission of Bank Guarantee of equivalent amount valid upto one year or Complete Go-live, whichever is earlier.*		**Please be guided by the relevant clauses of RFP document**
17	53	12.2. Payment Terms	Payment terms for ATS / AMC	100% Yearly in advance for Software ATS/AMC.		**Please be guided by the relevant clauses of RFP document**
18	53	12.2. Payment Terms	Payment terms for FM Services	Monthly in arrears basis.		**Please be guided by the relevant clauses of RFP document**
19	98	LMS 75	System shall have provisions for maintaining and capturing EWS to detect loan repayment risks and take corrective actions on it.	Please provide in detail scope of EWS Module		**Please be guided by the relevant clauses of RFP document**
20	79	LOS 6	Provision of marking the request to Officers in ROD should be available and alert should be populated.	Please provide in detail what is ROD.		**Refinance Operations Department of the Bank**
21	79	LOS 10	Comprehensive document management – track, scan, upload, and store documents.	Please provide Number of scanning users required at Branch Level to scan and upload document		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
22	80	LOS 31	Provision for recording minutes of committees to be made available	As per our understanding the proposed solution should have a form interface where minutes can be manually entered by authorized user and then stored in the underlying DMS for future reference. Please confirm if understanding is correct.		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 10

S. No.	RFP Page #	RFP Clause Name/No.	Original RFP Clause	Query sought/ Suggestions of the Bidder		Reply of the Query
23	82	LOS 69	Should have the ability in aggregating financial information from all possible financial data resources in India.	Please provide List of data sources from where the financial information needs to be fetched. As per our understanding NHB will provide APIs for these data sources and third party portals/ database with which the proposed solution will interface over APIs to fetch information. Please confirm.		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
24	82	LOS 71	Should have experience in processing both digital and non-digital financial data.	Please confirm what is digital and non digital financial data with example.		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
25	83	LOS 72	Solution to provide a list of data sources to be used for screening and keep evolving the sources as and when available in the ecosystem	As per our understanding NHB will provide database and data sources with which the proposed solution will interface over APIs. Responsibility to maintain and update data sources lies with NHB and respective data providing OEMs. Please confirm.		**Please be guided by the relevant clauses of RFP document**
26	83	LOS 73	Image recognition, reading PDF and other format documents and processing for verification and validation of documents	As per our understanding the proposed solution must be able to read data and recognize OVDs like Aadhar and PAN Card and auto fill details into the system. Please confirm.		**Please be guided by the relevant clauses of RFP document**
27	86	LOS 125	On submission of request by Borrower along with relevant documents, the format of ISF (Initial Scrutiny Form) to be automatically populated to respective RO/RRO for online submission and the same to be	Please provide workflow for form movement.		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				Once borrower fills in information, the request goes to Branch. Please confirm.		
28	105		Groups & Limit maintenance Management	As per our understanding the Limits for Loan products will be managed in the Core Account Application of NHB and proposed LOS will integrate with Core Account Application of NHB over APIs to fetch limits. Please confirm.		**Yes**

S. No.	RFP Page #	RFP Clause Name/No.	Original RFP Clause	Query sought/ Suggestions of the Bidder		Reply of the Query
29	85	LOS 110	Ability to generate automated e-mails / SMSs to applicants / valuers / other agencies, users etc. as per the requirement. System should have the ability to send reminder emails and SMS to designated higher Officials of the Bank which can be scheduled in the system as online mode/batch mode. The Software should store all e-mail/electronic communications/SMS (external and internal for recommendations, concurrence etc. electronically as part of all loan documentations. System should have provision to generate alerts/SMS/e mails from each stage – normal alerts and exceptional alerts.	Please provide the number of monthly communications that will be sent per month		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
30	79	LOS 1	Initiation	We understand that the initiation will be done through portal. Please confirm.		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
31	21	4. Deliverables / Reporting Requirements	Users	· What is current volume and the loan ticket size, envisaged for the requirement?		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				· Please provide the Number Bank DSA users who will use Mobile Application for Loan initiation		**There are no DSA Users.**
				· Please provide the Number of (customers and dealers) who will use the proposed Loan initiation portal and PWA Mobile Application (Progressive Web Application)		**Please refer page 21. Actual numbers can be discussed during SRS discussion.**

Pre-Bid Queries from Prospective Bidder - 10

S. No.	RFP Page #	RFP Clause Name/No.	Original RFP Clause	Query sought/ Suggestions of the Bidder		Reply of the Query
				· Number of total and concurrent back office users requiring access to Loan Origination System		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				· Number of total and concurrent back office users requiring access to Loan Management Solution		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
32	35	5.3.1.4 Integration & Data Migration	Data Migration	· What is the expected total volume/number and size of documents to be managed through DMS per month and the loan ticket size, envisaged for the requirement?		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				· Data extraction will be Bank's responsibility and will be provided in the standard templates of the OEM. Please confirm		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				· What is the total size and volume of documents involved in Data Migration?		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				· Data cleansing and enrichment will be carried out by the Bank before extraction. Please confirm.		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
33			Environment	· What are the instances (Production, UAT, DR, etc) to be considered for implementation?		**Production (DC & DR), UAT, Development**
				· Is clustering in Production required? If yes, Active - Active or Active - Passive?		**Active - Passive**
				· Is clustering in DR required? If yes, Active - Active or Active - Passive?		**Active - Passive**
34	29	Implementation Plan	Phase -1 Go-Live within 3 months postdate of acceptance of work order	Given the complexity of the LOS and LMS implementation request bank to modify the implementation plan as –		**Please be guided by the relevant clauses of RFP document**
			Phase II -Go-Live within 4 months postdate of acceptance of work order	**Phase -I** Go-Live within 9 months post-date of acceptance of work order.		
				Phase II -Go-Live within 12 months post-date of acceptance of work order.		
35	73	Payments FIN 136	The system should be able to carry out ECS/NEFT /RTGS	Please specify the reconciliation requirement in detail.		**Please be guided by relevant clauses of RFP document,**

S. No.	RFP Page #	RFP Clause Name/No.	Original RFP Clause	Query sought/ Suggestions of the Bidder		Reply of the Query
				Please share the Sizing details as per below parameters:		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				o Number of Corporate Loans Active in Year 1 (Year 1 = Go-Live Year)		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				o Number of Annual Financial (Creation/Amendment/Disbursement/Repayment and so on) + Non-Financial Transactions (Enquiries/ Statements etc.) per Corporate Loan per Year		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				§ If not known can we take 30 Total Tx with 50:50 Financial : Non-Financial Tx per year for each loan account?		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				o Number of Total Users engaged in Corporate Loan Creation/Amendment/Process Management		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				§ Concurrency %		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
36	21	4.1 point # e	Transaction Volumes	o Number of Limits/Facilities/Collaterals active in Year 1		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				o Number of Daily Utilization Transactions		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				o Growth % to be considered YoY		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				o Any choice of Hardware Processors – Intel Xeon x86/ SPARC M8/ IBM P9 or P10…		**WinIntel**

Pre-Bid Queries from Prospective Bidder - 10

S. No.	RFP Page #	RFP Clause Name/No.	Original RFP Clause	Query sought/ Suggestions of the Bidder		Reply of the Query
				o Number of Environments – Production/ DR/ UAT/ DEV – Any more?		**Production (DC & DR), UAT, Development**
				o Loan book size		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				o Limits under management		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				o Size of collaterals		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
37	NA	NA	General	Since there is a mention of Payments (NEFT/RTGS etc.) – does Bank already have Payment Systems/Gateways – or proposing Payment Hub is a part of the scope for this RFP		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				Please share Yearly Payment Volumes by Payment Type (incoming/outgoing):		
				· NEFT		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				· RTGS		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				· Direct Debit		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				· Cheque		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 10

S. No.	RFP Page #	RFP Clause Name/No.	Original RFP Clause	Query sought/ Suggestions of the Bidder		Reply of the Query
				· Others…		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
38	NA	NA	General	If NHB already has a payment system then please specify details of payment system that needs to be		**NEFT / RTGS**
39	NA	NA	General	Is the Bank currently using any ESB?		**No**
40	NA	NA	General	Is the Bank currently using any API Gateway?		**No**
41	NA	NA	General	What is the Document Management System used by the Bank? Or, is a DMS to be proposed as a part of solution		**NHB has existing DMS system**
				API Readiness of the DMS in terms of Enquiry, Upload, Retrieval, Indexing, Deletion and Storage etc. of Document		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
42	NA	NA	General	Please share a list of current applications that NHB is using and for what purpose		**Please be guided by relevant clauses of RFP document,**
43	23	4.2.1 Application Stack	Integration with existing applications like email, DMS,	Please provide a list of all systems that we need to interface with as part of the project.		**Please be guided by relevant clauses of RFP document,**
44	23	4.2.2	Indicative Solution Architecture	Request you to please explain how the functional diagram ties in with the detailed functional		**Please be guided by relevant clauses of RFP document,**
45	21	4.1 point # f	Transaction Volumes for Accounting Module	Total User count with functional break as per business process.		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
46		4.2.1 Application Stack		Would you require a solution for financial consolidation, profitability, and cost management		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

Pre-Bid Queries from Prospective Bidder - 10

S. No.	RFP Page #	RFP Clause Name/No.	Original RFP Clause	Query sought/ Suggestions of the Bidder		Reply of the Query
47	67	FIN 6	The system should have the facility to define an unlimited number of columns for data entry and calculations, standard data formats and dictionary across modules.	Please provide more details		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
48	68	FIN 25	System should allow copying standard reports over to user libraries and make specified changes to them without altering the original report.	Please provide more details		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
49	69	FIN 57	System should provide for the differentiation between a "soft-close" and a "hard close" based on cost center	Please provide more details		**Hard close refers to closing of period after the audit of financials. Soft close refers to closing of period before the audit of financials.**
50	71	FIN 91	System should have ability to generate the list of vendors upon request based on user specified format such as: vendor ID number, alphabetical or year-to- date purchase amount (amount or quantity).	Please provide more details		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
51	76	FIN 188	The system should provide the ability to split, rename and/or merge business units	Please provide more details		**The same is required during the merger, acquisition, split, rename and/or takeover of entities.**
52	78	FIN 227	TREP/ REPO accounting guidelines issued by RBI to be implemented in proposed system	Please provide more details		**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

S.No	Page Number	Clause	Relevant Clause of the RFP	Query	Reply to the Query
1	49	Minimum Eligibility Criteria	Bidder/ System Integrator should be profit (PBT) making in any one of the Financial Years during the last 5 years.	As we understand that NHB is executing a mission critical project. Therefore, the bidder must be financially capable of executing it with sufficent revenue and profitability. Hence,request NHB to modify clause as " Bidder/ System Integrator should be profit (PBT) making during the last 5 Financial years. Please accept our request.	**Please be guided by the relevant clauses of RFP document**
2	98	LMS 75	System shall have provisions for maintaining and capturing EWS to detect loan repayment risks and take corrective actions on it.	Please provide in detail scope of EWS Module	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
3	79	LOS 6	Provision of marking the request to Officers in ROD should be available and alert should be populated.	Please provide in detail what is ROD.	**Refinance Operations Department**
4	79	LOS 10	Comprehensive document management – track, scan, upload, and store documents.	Please provide Number of scanning users required at Branch Level to scan and upload document	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
5	80	LOS 31	Provision for recording minutes of committees to be made available	As per our understanding the proposed solution should have a form interface where minutes can be manually entered by authorized user and then stored in the underlying DMS for furture reference. Please confirm if understanding is correct.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
6	82	LOS 67	Should read Optical Character Recognition (OCR)/Quick Response Code (QR Codes) in the documents and auto-fill the relevant fields in the system (e.g. Aadhaar, land Records etc.).	As per our understanding the proposed solution must be able to read data from OVDs like Adhar and PAN Card and auto fill details into the system. Please confirm.	**Yes**
7	82	LOS 69	Should have the ability in aggregating financial information from all possible financial data resources in India.	Please provide List of data sources from where the financial information needs to be fetched. As per our understanding NHB will provide APIs for these data sources and third party portals/ database with which the proposed solution will interface over APIs to fetch information. Please confirm.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
8	29		Bidder/ System Integrator must provide themselves at least one of the proposed Core Banking Solution (CBS) / Core Financial Services Solution (CFSS) i.e. LOS, LMS, Treasury, & Accounting Modules. If required, other modules can be sub-contracted by the bidder.	The solution ownership and implementation is owned by OEM and System Integrator manages Project Management acitivities only. Since this is contradicting with the eligibility terms Theerefore, we request Bank to either remove the clause or modify it as per the eligibility clause which is that the Bidder/System Integrator must have implemented one of the proposed Solution .	**Necessary corrigendum will be issued for clarification, if required**
9	82	LOS 71	Should have experience in processing both digital and non-digital financial data.	Please confirm what is digital and non digital financial data with example.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
10	83	LOS 72	Solution to provide a list of data sources to be used for screening and keep evolving the sources as and when available in the ecosystem	As per our understanding NHB will provide database and data sources with which the proposed solution will interface over APIs. Responsibility to maintain and update data sources lies with NHB and respective data providing OEMs. Please confirm.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

S.No	Page Number	Clause	Relevant Clause of the RFP	Query	Reply to the Query
11	83	LOS 73	Image recognition, reading PDF and other format documents and processing for verification and validation of documents	As per our understanding the proposed solution must be able to read data and recognize OVDs like Adhar and PAN Card and auto fill details into the system. Please confirm.	**Yes**
12	86	LOS 125	On submission of request by Borrower along with relevant documents, the format of ISF (Initial Scrutiny Form) to be automatically populated to respective RO/RRO for online submission and the same to be forwarded to PFD at HO.	Please provide workflow for form movement. Once borrower fills in information the request goes to Branch. Please confirm.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
13	105		Groups & Limit maintenance Management	As per our understanding the Limits for Loan products will be managed in the Core Account Application of NHB and proposed LOS will integrate with Core Account Application of NHB over APIs to fetch limits. Please confirm.	**Yes**
14	85	LOS 110	Ability to generate automated e-mails / SMSs to applicants / valuers / other agencies, users etc. as per the requirement. System should have the ability to send reminder emails and SMS to designated higher Officials of the Bank which can be scheduled in the system as online mode/batch mode. The Software should store all e-mail/electronic communications/SMS (external and internal for recommendations, concurrence etc. electronically as part of all loan documentations. System should have provision to generate alerts/SMS/e mails from each stage – normal alerts and exceptional alerts.	Please provide the number of monthly communications that will be sent per month	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
15			Lending Analytics	Please provide scope of Lending analytics and respective number of models to be designed.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
16			Initiation	What are the initiation channels envisaged for this requirement? For example -Scanning, Portal,Mobility, etc.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
17			Users	What is current volume and the loan ticket size, envisaged for the requirement?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				Please provide the Number Bank DSA users who will use Mobile Application for Loan initiation	**There are no DSA Users.**
				Please provide the Number of (customers and dealers) who will use the proposed Loan initiation portal and PWA Mobile Application (Progressive Web Application)	**Please refer page 21. Actual numbers can be discussed during SRS discussion.**
				Number of total and concurrent back office users requiring access to Loan Origination System	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
				Number of total and concurrent back office users requiring access to Loan Management Solution	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**

S.No	Page Number	Clause	Relevant Clause of the RFP	Query	Reply to the Query
18			Data Migration	What is the expected total volume/number and size of documents to be managed through DMS per month and the loan ticket size, envisaged for the requirement?	**Please refer RFP. Actual numbers can be discussed during SRS discussion.**
				Is Data Migration to be considered in scope?	**Yes**
				If yes, What is the total size and volume of documents involved in Data Migration?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
19			All customizations will be exclusive property of NHB, and the	What are the instances (Production, UAT, DR, etc) to be considered for implementation?	**Production (DC & DR), UAT, Development**
				Is clustering in Production required? If yes, Active - Active or Active - Passive?	**Active - Passive**
				Is clustering in DR required? If yes, Active - Active or Active - Passive?	**Active - Passive**
20			Integration	What are the applications to be integrated with the Newgen's Solution?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
21	29	Implmentation Plan	Phase -1 Go-Live within 3 months post☐date of acceptance of work order Phase II -Go-Live within 4 months post☐date of acceptance of work order	Given the complexity of the LOS and LMS implmentation request the Bank to increase the implmentaiton timeline of phase 1 to 6 Months and phase 2 to 8 Months	**Please be guided by the relevant clauses of RFP document**
21	67	General Ledger FIN 12	The system should enable defining and maintaining chart of accounts. The system should provide user friendly drop-down menus for all codes currently available in the system, such as Business Arae, Cost Center, Department Codes, Account Codes, Scheme codes, branch codes, sub branch codes and other applicable codes as per organizations requirement.	Does system need to integrate with any Core GL system? If yes, please specify the system name and version	**The modules specified in the RFP need to be integrated**
22	67	General Ledger FIN 16	The system should be able to create descriptive / numerical accounts for collecting non-financial statistical information	Please specify the non finacial statistical information that needs to be collected	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
23	73	Payments FIN 136	The system should be able to carry out ECS/NEFT/RTGS reconciliation	Please specify the reconciliation requirment in detail	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
24	74	Accounts Consolidation FIN 158	System should process complex selection criteria utilizing operators, Boolean connectors and/or multiple data files across system boundaries	Please explain the requirement with a use case	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
25	51	Technical Bids (Marks Distribution)	Total number of implementations of any of the proposed modules out of the specified modules viz. LOS, LMS, Accounting & Treasury were carried out.(Only Work Completion Certificate (upto last 8 years) will be considered for award of points)	As per our understanding we can provide references from SI/OEM combined for all the mentioned modules to meet the >12 implmentaton count. Please confirm.	**Yes**

Pre-Bid Queries from Prospective Bidder - 12

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
1	Estimated Bid Value - 380000000	Done this imply that the vendors quoting above this value will not be considered or disqualified?	**The vendors quoting above this value will not be disqualified and will be considered**
2	F.5 Treasury Module	Please confirm that the Bank is looking to acquire both Investments as well as liabilities module.	**Yes**
3	T 24 System should allow storing the Hedging details/Hedging Contracts	What instruments are currently used for hedging?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
4	T 44 - System should have a Prime Lending paster and be able to calculate the PLR	Please provide more details on this requirement.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
5	T 76 - System should provide information of the Charge satisfaction for facilities matured (Maturity date + 15 days)	Please provide more details on this requirement.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
6	T 97 - Month end provision file	Please provide more details on this requirement.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
7	T 12 - System should provide an option to drowdown the investment against the rollover corresponding to OD	Please explain the transaction taking place in this requirement.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
8	T 69 - System should have the Borrowing Committee master to generate deal wise resolution by inputting variable parameters	Requesting the Bank to provide some examples on this.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
9	T 81 - Category of the borrower should have the option to be segregated with area i.e. Rural, Urban, Metro, with facility to input annual turnover of the entity, collateral offered, margin or haircut allowed, guarantee amount obtained, cash margin or securities obtained and nature of security	Is this requirement related to Lending (Loan). As per our understanding, this should be a part of LOS, LMS	**Yes**
10	T 95 - Accounting of charges accrued basis investment transaction (sale/purchase) Intermediary, CSGL, demat	Does the Bank have CSGL accounts? Is the Bank also looking for CGSL module? How many CSGL accounts is the Bank managing currently?	**Yes. Actual numbers can be taken up during SRS**
11	T 211 - Quarterly MD certificate for receivables	Please provide more details on this requirement.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
12	ALM - 34 System should be able to compute product-wise pricing as per the methodology approved by the Board	Is this a part of Funds Transfer Pricing?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
13	ALM - 30 ystem should be able to perform behavioural analysis	Can the Bank provide a few examples for this?	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
14	ALM 20 - System should have a module to provide information of Non‑Performing Asset	As per our understanding, This information will be available in the LMS solution? What is expected from the ALM module?	**LMS should have the capability of defining and maintaining Asset Classification master**
15	ALM 14 - The system should be able to manage the market risk involved with the constituent with ASSET - LIABILITY MANAGEMENT COMMITTEE(ALCO)	Please provide more details on this requirement.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
16	ALM 11 - System should be able to calculate the P&L of the assets and liability	Is this a part of Funds Transfer Pricing? Please provide more details.	**Please be guided by relevant clauses of RFP document, further details will be shared with the successful bidder**
17	3.14 Documents prepared by the Vendor to be the Property of NHB: All software, algorithms, reports and other documents prepared/developed by the Vendor in performing the Services shall become and remain the property of NHB, and the Vendor shall, not later than upon termination or expiration of this Contract, deliver all such documents to NHB, together with a detailed inventory thereof. The Vendor may retain a copy of such documents and shall not use them for purposes unrelated to this Contract without the prior written approval of NHB. --- Pg. 143	Please confirm that this will be only for the specific customization of NHB and not the entire solution.	**Yes**
18	11.5 - Total number of implementations of any of the proposed modules out page 51 of the specified modules viz. LOS, LMS, Accounting & Treasury were carried out.	Please do consider implementation of Co-lending module as well, as it is the combination of LOS and LMS with two or more lender coming together.	**No**

Pre-Bid Queries from Prospective Bidder - 13

S. No.	Relevant Clause of the RFP	Query	Reply to the Query
1	**Section 11.3, Page No. 49, Pt. No. 3** Average **annual** turnover of the Bidder/System Integrator during the last three financial years (2019-20, 2020-21, 2021- 22) should be at least ₹100 Crores (for Non-MSME) and at least ₹50 Crores (for MSME).	Kindly revise it to average INR 20 Crore for MSME	Please be guided by the relevant clauses of RFP document