CORRIGENDUM – 1 Dated 20/12/2021

Request For Proposal for Appointment of Consultant for Core Banking Project

Tender Reference Number: CO:DIT:PUR:2021-22:347

DEPARTMENT OF INFORMATION TECHNOLOGY ,1st floor, Central Bank of India, Central Office, Plot no. 26, Sector 11, CBD Belapur, Navi Mumbai – 400614

S. No	RFP PAGE	RFP Point / Section	RFP Point	Bidder Query	Banks Response
1	8	5. Duration of Contract	The overall activities of the project is expected to be completed in the time period of 24 months. Depending upon the requirement, it is required to depute the resources on site accordingly as per the requirements of the Bank for the various activities mentioned in Scope of Work.	Since it is mentioned that the contract period will be for 24 months, please clarify if this time will commence from the date of issuance of Purchase Order or from the date of signing of Contract	The time of contract will start from date of signing of the Contract. Bank expects the successful bidder to complete the entire assignment within 24 months. However the timelines given in the RFP document is tentative. Successful Bidder is required to complete all the activities as per RFP.
2	10	17. Scope of Work Point 14	Implementations support, Sign off against each milestones like delivery, Installation, Migration, Go live etc. till entire implementation is completed	Since the contract is for 2 years and the implementation timelines of various initiatives depend on multiple factors, hence, we assume that the Project Management activities will be a change request and will not form a part of this scope	Refer to serial number 1 above.
3	12	3. Data Centre and Disaster Recovery Centre Expansion and Other Infrastructure Related requirements, Near Site	Assess Other Infrastructure requirements including Electrical Infrastructure which is part of Data Centre and Disaster Recovery Centre Infrastructure.	Please clarify if Bank is also looking for an overall electrical and building assessment as part of this line item	Electrical infrastructure and Building Management System (BMS) Infrastructure related to Data Centre and Disaster Recovery Centre is part of scope of Work. Please refer to RFP Clause no 17 sub clause no 3 Scope of Work
4	14	18. List of key professionals	The bidder/Consultant to inform the minimum qualification and	We request the Bank to kindly consider the fact that the names provided in the RFP	Please refer clause no 66 of RFP- “Substitute of

			experience of the key professionals who shall be deputed to complete the task as envisaged by the Bank Bidder has to provide the following information regarding the resource who will be deployed for this project.	and the actual deployment may differ due to various unavoidable reasons. However, the qualification level will be the same . Hence, request Bank to amend the clause stating that the qualification provided in the RFP and the qualification for the resources proposed match or be higher	Project team members”
5	26	39.Governing Law and resolution of dispute	The Successful Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbiter, as the case may be, is obtained. The venue of the arbitration shall be in Mumbai	Please confirm that the appointed Consultant will be paid for the services rendered during the arbitration period	If the services are rendered during arbitration period , then the Consultant will be paid for the rendered services.
6	27	48. Cancellation of Contract and Compensation	The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances: • The selected bidder commits a breach of any of the terms and conditions of the bid/contract. • The bidder goes into liquidation voluntarily or otherwise. • An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid. • The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory. • If deductions on account of liquidated Damages exceeds more than 10% of the total contract price. After the award of the contract, if the selected bidder does not perform	We request Bank to kindly consider the following points: 1) The selected bidder commits a material breach of any of the terms and conditions of the bid/contract. 2) the term "Unsatisfactory" is a very open ended, hence, request for modification as below: "The progress regarding execution of the contract, made by the selected bidder is not according to the terms and conditions of the RFP/ Contract/ Purchase order." After the award of the contract, if the selected bidder does not perform as per the terms and conditions of the RFP/ Contract/ Purchase order or delays execution of the contract, the Bank reserves the right to get	No Change

			satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.	the balance contract executed by another party of its choice by giving 60 days of cure period and then one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order. **However the same is limited to the 5% of the Total contract value**	
7	28	53. FORCE MAJEURE	53. FORCE MAJEURE	Please include the term "pandemic" in the list	No Change
8	34	65.4 EXPENSES:	The bidder cannot change the people assigned to a particular piece of work till such work is complete unless consented in written by the Bank.	There are multiple reasons due to which replacement of resources are unavoidable, hence, request bank to kindly delete the clause as Bank's focus should be around timely delivery of quality deliverables	Please refer clause no 66 of RFP- "Substitute of Project team members"
9	37	77. Payment Terms	End to end CBS Contract Renewal On contract finalization and contract signing with the System Integrator and completion of all defined activities like sign off against each milestone etc. for contract renewal. - 20%	We request bank to kindly change the Payment terms as follows: On contract finalization and contract signing with the System Integrator :- 20% For PO activities, we request bank to kindly take per man-month charges	No Change
10	37	77. Payment Terms	Expansion of DC & DRC and other Infrastructure related requirements, Near Site strategy	We request bank to kindly change the Payment terms as follows: Expansion of DC & DRC and other Infrastructure related	No Change

			Finalization of Infrastructure requirements , Bill of Materials along with action plan for expansion :- 30% Price discovery and negotiations :- 20% On completion of expansion and integration with existing Infrastructure :- 30% 3 months after successful running of expanded Infrastructure :- 20%	requirements, Near Site strategy Finalization of Infrastructure requirements , Bill of Materials along with action plan for expansion :- 50% Price discovery and negotiations :- 50% For PO activities, we request bank to kindly take per man-month charges	
11	37	77. Payment Terms	Implementation support On defining the implementation plan :- 25% On completion of the acceptance testing of solution and Sign off :- 25% On commissioning of solution and final sign off :- 25% After three months of successful implementation :- 25%	We request Bank to kindly take per man-month charges for Implementation & PMO	No Change
12	37	77. Payment Terms	Any objection/ dispute to the amounts invoiced in the bill shall be raised by the Bank within 30 days from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within reasonable time (not exceeding 60 days) after the settlement of such disputes. However any omission/ fact not known at that point of time, Bank shall have the right to raise the dispute at a later point of time.	Any objection/ dispute to the amounts invoiced in the bill shall be raised by the Bank within 15 days from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within reasonable time (not exceeding **30 days**) after the settlement of such disputes. However any omission/ fact not known at that point of time, Bank shall have the right to raise the dispute at a later point of time.	No Change
13	42	Annexure IV Technical Proposal Format	Details of the similar assignments executed by the bidder during the last five years (Name of the organization , type of assignments , time taken for execution of the assignment and	Please clarify which document needs to be submitted. Is it the same that we are required to submit as part of Technical and Eligibility Criteria	Bidder is required to submit all documents with the required details.

			documentary proofs from the Bank are to be furnished)		
14	44	Annexure V Tender Offer Cover Letter	If our RFP offer is accepted, we will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) for 3% of the total project cost. The guarantee should also contain a claim period of 12 months from the last date of validity starting from its date of issuance. The PBG shall be submitted within 30 days of the PO from the Bank. If the contract extended for any reasons the extension of PBG is also be carried out by vendor for extended period. PBG will be returned within 60 days to the vendor after successful completion of contract on written request by vendor.	In all PSU Bank tenders, the claim period is limited to 3 or 6 Months. We request Bank to kindly reduce the same to either 3 or 6 months.	In case of any of the deliverables is delayed and during release of payment against such deliverables, the effective claim period will help in processing of such payment and hence No Change in the clause.
15	54	Total Summary of Costs [Commercial Details]	Commercial Breakup Details A. Part I Current State Assessment IT Manpower Resource Planning and Knowledge Transfer, Training etc.	What does Bank refer to with "Training & Knowledge transfer" here as part of current state	It refers to Bank's IT Manpower Resource Planning and plan for Knowledge Transfer from existing System Integrator and Training needs etc. For Details please refer to RFP Section 17, Scope of Work
16	15	Eligibility Criteria > clause 10	The Bidder must have prior experience of providing IT Consultancy Services like Vendor Selection / RFP Preparation / Data Warehouse / CBS Contract Renewal / IT Project management for a Scheduled Commercial Bank / Public Sector Bank /Private Sector Banks / Financial Institutions / Government / PSUs In India during any of the last five years.	The bank has issued RFP for appointment of consultant for CBS contract renewal which is complex task involving specialization. Therefore, the bidder MUST HAVE an experience in atleast 1 (one) project for providing IT consultancy services related to CBS contract renewal. Therefore requesting bank to kindly modify eligibility criteria clause 10 and add clause 11 to manadate bidder experience in proving IT consultancy services related	No Change

				to CBS contract renewal as below: Eligibility Criteria > clause 10 The Bidder must have prior experience of providing IT Consultancy Services like Vendor Selection / RFP Preparation / Data Warehouse / IT Project management for a Scheduled Commercial Bank / Public Sector Bank /Private Sector Banks / Financial Institutions / Government / PSUs In India during any of the last five years. Eligibility Criteria > clause 11 The Bidder must have prior experience of providing IT Consultancy Services for CBS Contract Renewal for atleast 1 (one) Scheduled Commercial Bank / Public Sector Bank /Private Sector Banks / Financial Institutions / Government / PSUs In India during any of the last five years.	
17	17	Technical Evaluation Criteria > clause 2	Number of Years in IT Consultancy (valid as on date of bid submission) - 15 Marks 1. Full marks- If the bidder is having experience of more than 7 years. 2. 10 Marks- If the bidder is having experience of 5-7 years 3. 5 Marks- if bidder is having experience of 3-5 years Documentary Evidence: 1. Documentary proof satisfying the criteria should be submitted on the letter head	The given clause is generic in nature and therefore the scoring against the clause should be revised to bring it down to 5 Marks as below: 1. Full marks 5- If the bidder is having experience of more than 7 years. 2. 4 Marks- If the bidder is having experience of 5-7 years 3. 3 Marks- if bidder is having experience of 3-5 years Since the bank has implemented Core Banking Solution B@ncs-24, from Tata Consultancy Services Limited, in all branches, the technical scoring should be there for bidder's experience in providing CBS consultancy related to TCS B@ncs-24 solution. Therefore, there	No Change

				should be additional clause for technical evaluation criteria as below: Experience with TCS B@ncs-24 CBS contract renewal in atleast 1 (one) Scheduled Commercial Bank / Public Sector Bank /Private Sector Banks / Financial Institutions / Government / PSUs In India during any of the last five years.- 10 Marks and 0 for without having any experience.	
18	28	Liquidated Damages RFP Clause-51	The liquidated damages will be an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (under the terms and conditions of the contract) by the vendor and the consultancy company / firm shall be liable to pay the Bank as liquidated damages at the rate of .25% of the total contract value of each assignment for delay of every month or part thereof (for final certification) with maximum limit of 10% of contract value of the each assignment. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidate damages, if any, accruing to the Bank, as above, from any amount payable to the consultant/s either as per the Contract, executed between the Bank and the vendor pursuant hereto or under any other Agreement/Contract, the Bank may have executed/shall be executing with the vendor.	We request to remove the Liquidated damages clause.	No Change
19	30	Limitation of		We note that our aggregate	No change

		Liability RFP Section 66		liability is limited to actuals and upto the value received by us under this engagement as per Clause 60 (Page 30) of the attached RFP. However, following are the exceptions to aforementioned liability cap: a. Claims arising out of misconduct on our part; b. Gross Negligence on our part; c. Claims arising out of infringement of intellectual property rights; d. Breach of confidentiality obligations. Requesting bank for inclusion of aforesaid exceptions within the liability cap provided under Clause 60 (Page 30) of the attached RFP.	
20	30	Penalty RFP Section-62	All Deliverables / reports need to be submitted within 15 days from the actual deliverable date / completion of the activity. A penalty will be imposed on delay on account of the Bidder on submitting the necessary Deliverables / reports @ 2.5% of order value per month and part thereof subject to maximum 10% of order value. The bidder need provide Credit Note towards penalty imposed as and when required.	Requesting Bank to modify the clause as below: All Deliverables / reports need to be submitted within 30 days from the actual deliverable date / completion of the activity. A penalty will be imposed on delay on account of the Bidder on submitting the necessary Deliverables / reports @ 0.25% of order value for particular scope item as per commercial, per month and part thereof subject to maximum 10% of order value of the particular scope item as per submitted commercials. The bidder need provide Credit Note towards penalty imposed as and when required.	Revised Clause- All Deliverables / reports need to be submitted within 21 days from the actual deliverable date / completion of the activity. A penalty will be imposed on delay on account of the Bidder on submitting the necessary Deliverables / reports @ 1% of order value for particular scope item as per commercial, per month and part thereof subject to maximum 10% of order value of the particular scope item as per submitted commercials. The bidder need

					provide Credit Note towards penalty imposed as and when required. The overall cap for penalty including Liquidity Damage would be 10% of the contract value.
21	35	Transfer of Agreements RFP Section-71	Bank and its appointed nominees shall have the Right of Access to premises where the assets are hosted or from where services are being provisioned.	Any such access shall be restricted to the engagement and shall be given with prior reasonable notice. Requesting bank to please consider this	Revised Clause: “Bank and its appointed nominees shall have the Right of Access to premises where the assets are hosted or from where services are being provisioned with prior notice”
22	37	Payment Terms RFP Section-77	B) End to End CBS Contract Renewal 30 % On defining the strategy for contract renewal and identifying the components that need to be replaced/upgraded or enhanced at the data center, near site and disaster recovery site. 30 % On preparation of Scope documents , Implementation plan and Bill of materials (for direct orders with the SI) to the existing SI for contract renewal 20 % On completion of the price discovery and negotiations 20 % On contract finalization and contract signing with the System Integrator and completion of all defined activities like sign-off against each milestone etc. for contract renewal	Requesting bank to please modify the payment terms as below: B) End to End CBS Contract Renewal 50 % On defining the strategy for contract renewal and identifying the components that need to be replaced/upgraded or enhanced at the data center, near site and disaster recovery site. 30 % On preparation of Scope documents , Implementation plan and Bill of materials (for direct orders with the SI) to the existing SI for contract renewal 10 % On completion of the price discovery and negotiations 10 % On contract finalization and contract signing with the System Integrator and completion of all defined activities like sign-off against each milestone etc. for	No Change

				contract renewal	
23	37	Payment Terms RFP Section-77	(C) – Expansion of DC & DRC and other Infrastructure related requirements, Near Site strategy 30 % Finalization of Infrastructure requirements , Bill of Materials along with action plan for expansion 20 % Price discovery and negotiations 30 % On completion of expansion and integration with existing Infrastructure 20% 3 months after successful running of expanded Infrastructure **Near Site Strategy** 50% On near Site strategy finalization 50% Completion of near site contract and functioning of near site as per this strategy	Requesting bank to please modify the payment terms as below: (C) – Expansion of DC & DRC and other Infrastructure related requirements, Near Site strategy 30 % Finalization of Infrastructure requirements , Bill of Materials along with action plan for expansion 30 % Price discovery and negotiations 30 % On completion of expansion and integration with existing Infrastructure 10% 3 months after successful running of expanded Infrastructure Near Site Strategy 70% On near Site strategy finalization 30% Completion of near site contract and functioning of near site as per this strategy	No Change
24	50	RFP Annexure –VII Non Disclosure Agreement Format > Point 11 Indemnity	Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.	Requesting Bank to kindly delete this clause	No Change
25	7	Last date for receipt of bids	7/01/2022 latest by 15:00 Hours	Due to festive season we are closed starting from 25th Dec 2021 till 2nd Jan 2022 and it will take time to prepare response for this RFP which is complex in nature. therefore requesting bank to kindly	Last date of bid submission is 12/01/2022 latest by 15:00 hrs

				extend the last date of submission of bids by atleast 7 days	
26	10	17.Scope of work	Identify Immediate and year wise Refresh, Up gradations and Replacement components	Do you have detailed documentation inline with below parameters: EOL for all the existing equipments EOS for all the existing equipments AMC support for all the existing equipment OEM name Specification, Inventory, Capacity of all the equipments	Bank is having details of EOL and EOS equipment's. However bidder is expected to verify the same and required to identify and plan for refresh / replacements of such components.
27	11	1. Current State Assessment	Review of existing IT Setup / CBS Architecture of the Bank and formulate plan for revamping of IT Infrastructure in alignment with Banking Industry / Peer Banks to bring competitive advantage.	Do you have HLD/LLD for your entire IT setup for DC, DR and NDR?	Successful bidder is expected to verify the existing documents and suggest the changes to Bank / Vendors.
28	12	3. Data Centre and Disaster Recovery Centre Expansion and Other Infrastructure Related requirements, Near Site	To assess the requirements for Expansion of Data Centre and Disaster Recovery Site in the identified area and define modalities thereof for expansion and assist the Bank in expansion process including RFP if required.	Is your DC DR are Tier-1, Tier-II, Tier-III model? Do you have current NDR setup in place? Is your DC-DR is in hybrid model? (Like on-prem or Cloud)	Bank is having Teir-3 equivalent on-premises DC/DR Setup. Near Site is co-hosted.
29	12	3. Data Centre and Disaster Recovery Centre Expansion and Other Infrastructure Related requirements, Near Site	Assessment Report and Price discovery of various components	Is there any specific components you are looking for price discovery? What components will be included on the assesment report and price discovery? Please provide details of components that will be the part of scope?	Bidder is required to assist the bank in price discovery of all the components which will be refreshed or procured during this contract.
30	12	4. Hardware(s), Storage Refresh and up gradations	Refreshment and Upgradation of Hardware	Do you have detailed documentation inline with below parameters: EOL for all the existing hardware EOS for all the existing hardware AMC support for all the existing hardware OEM name Specification, Inventory,	Bank is having details of EOL and EOS equipment's. However bidder is required to verify, identify and plan for refresh / replacements of such components.

				Capacity of all the hardware	
31	12	5. Networking	1. Refreshment of Branch Routers 2. Refreshment of Network Equipment for DC , DR and Near Site 3. Network Security refreshment and upgradations 4. Procurement and implementation of SDWAN	What are the components that are included in the network security refreshment? Currently do you have software defined network or SDWAN setup? If yes, Do you have detailed HLD and LLD for the same?	Please refer scope of work of RFP for details. Bidder is expected to do the gap analysis and plan for augmentation / refresh. Currently Bank is not having SDWAN Setup.
32	10	17. Scope of work	CBS contract renewal	Kindly clarify if the bank envisages upgrading / transforming the core banking solution to a newer version as a part of this project.	Bidder is expected to study the existing setup and recommend for upgrade / transformation.
33	19	Eligibility Criteria	Bidder should not have been blacklisted by the IBA/ RBI/Govt./Public Sector undertakings or any other financial institution/s during the last three financial years and the said disability is in force	We request the client to allow us to submit this declaration covering our current status i.e. to confirm we are not blacklisted as on date of submission. Accordingly, we request that this requirement (stated in the eligibility criteria/format) be modified suitably to remove/relax the past 3 years requirement	Revised Clause: "Bidder should not be blacklisted by the IBA / RBI / Govt./ Public Sector undertakings or any other financial institutions as on the date of bid submission."