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Response to Pre Bid Queries: Request for Proposal (RFP) for Procurement of Application Programming Interface Management(APIM) Solution.

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
COFORGE						
1	COFORGE	21	Clause name: License of proposed Application Programming Interface Management (APIM) Solution Clause no: 2	The licenses for the proposed solution including the tools, applications, softwares, etc should be Enterprise wide perpetual level licenses for all the modules offered without any constraint on number of branches, users, APIs (Published/Consumed), contract period, Hardware Resources etc. as provided in RFP for sizing purpose and price for proposed solution is to be quoted in Commercial Bid accordingly. Bank will be free to reuse or port the software, tools, applications on any other hardware in future. Bank may pay ATS for the same but license cost will be paid onetime only. All surrounding applications, softwares, tools factored in as a part of this solution by the Bidder should also have Enterprise wide perpetual level licenses provided to the Bank without any constraint and without any additional cost to the Bank. The bidder has to ensure that the supplied software is legal	As most Saas based offering are acquired on a subscription based model, would PNB be agreeable to License the APIM Solution on a subscription based model?	Please be guided as per the RFP

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				version and no pirated software should be supplied to the Bank.		
2	COFORGE	18	Clause Name: Scope of work Clause no: 1.40.	During the Implementation phase, Bidder has to undertake migration and creation of approx. 500 APIs which includes External APIs, Internal APIs and related internal service orchestrations which may involve multiple systems/applications in integration(s). Name and details of APIs will be shared with successful bidder during system requirement study/Implementation phase.	Can the Bank give a ballpark on the number of Developers that would be using the application ?	Migration of APIs to be planned by the bidder as per the timelines specified in the RFP, accordingly number of developers to be factored by the bidder. Apart from the same there may be additional Bank users who would be using the application.
WIPRO						
3	WIPRO	13	1. The scope of work	The offered solution should be implemented on-premise and should be compatible with compatible with Private Cloud, Public Cloud, Hybrid Cloud Infrastructure as available in the market. In addition, the solution should support, physical server and virtualized environment based deployments.	Is the Bank's preference for target deployment model would be VM based or container based?	Please be guided as per the RFP
4	WIPRO	13	1. The scope of work	The solution should adhere to all API standards whether regional or local.	Some of the standards of implementation might have alternatives. It is assumed that the product can adhere to one of the prevailing industry standards where there are multiple options. Please confirm our understanding is right.	Please be guided as per the RFP
5	WIPRO	13	1. The scope of work	Proposed solution should have highly scalable architecture, initially supporting atleast 500 transactions per second (TPS)	It is assumed that the bidder is expected to size for <u>500 TPS</u> and this includes the 25% YOY growth for next 5 years of contract period. Please let us know otherwise.	Please be guided as per the RFP
6	WIPRO	14	1. The scope of work	1.13.Apart from setting up DC and DR site, bidder shall also be responsible for creating separate Development, UAT and Sandbox/Pre-Production environment setup for multiple users simulating near production functionalities as per the requirement of the Bank.	1. Is there any bench mark for processing capacity for test environments (25% or 50%) compared to the DC sizing? 2. As APIM involves multiple (4-5) components it is a standard practice to logically separate the test environments in a "single instance" (Non-Production)	Please be guided as per the RFP

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					to optimize the resources. Please confirm if this is acceptable to the bank.	
7	WIPRO	14	1. The scope of work	.Bidders to ensure resolution time of 4 hours for any issue in solution, individual APIs etc. with back to back arrangements with respective OEMs.	The SLAs depend on the severity and criticality. The SLAs will be defined accordingly. Reqeust to change the SLAof 4 hours confined to critical issues.	Please be guided as per the RFP
8	WIPRO	14	1. The scope of work	As a part of the project implementation, one resource from the OEM having adequate experience in APIM implementation has to be deployed onsite during the entire implementation period to supervise the installation and implementation process.	The OEM resource might be required during design validation, installation and health check. We request you to modify this for a period of 15 to 20 days of mandatory presence on-site.	Please refer to the Corrigendum SI No. 1
9	WIPRO			Post implementation, Bidder has to provide onsite support for any customization and/or new implementations in any API or the APIM solution as per discretion of the Bank as and when required by the Bank.	Please change this to allow 3 mandays of effort for customization / new APIs for a calendar month so as to plan the resource utilization.	As mentioned in the RFP, during customization/ new API implementation. Resources should be available onsite as per the commercials arrived.
10	WIPRO			The accessories, tools, software, application and other necessary components required for the installation, configuration and seamless functioning of the APIM solution should also be supplied by the Bidder as a part of this RFP. Bank will not arrange for the same.	It is understood that the bank will provide the Hardware, Operating Systems, <u>VM Ware licenses, Network Load Balancer/Firewall/Switches</u> if required and Oracle Database including Web and App Servers. Please validate our understanding.	Please be guided as per the RFP
11	WIPRO			Bank will be free to reuse/port any of the software(s), tool(s), application(s), etc for any purpose in the future without any dependency on the Bidder or the APIM Solution. Necessary perpetual licenses/ proof of the tie-up arrangements with the OEM(s) is to be provided to the Bank.	Bank will be free to reuse/port any of the software(s), tool(s), application(s), etc for any purpose in the future without any dependency on the Bidder or the APIM Solution <u>subject to the entitlement of the number of Processor Units/Cores/Virtual CPU . The bank may procure additional licenses in future.</u> Necessary perpetual licenses/ proof of the tie-up arrangements with the OEM(s) is to be provided to the Bank.	Please refer to Clause No 2: License of proposed Application Programming Interface Management (APIM) Solution
12	WIPRO			.The bidder is responsible for supply, install, re-install and maintenance of APIM solution along with its related other software tools at Bank's 3-way DR setup.	Please advise if the bank has an automated DR solution and Data Replication tools. Can the bidder leverage such existing tools for DR setup?	Please be guided as per the RFP
13	WIPRO	17	1.40 - Scope of work	During the Implementation phase, Bidder has to undertake migration and creation of approx. 500 APIs which includes	1. Please provide the nature of 500 APIs considered in scope - proxy/re-development/passthru/build from	Please be guided as per the RFP

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				External APIs, Internal APIs and related internal service orchestrations which may involve multiple systems/applications in integration(s). Name and details of APIs will be shared with successful bidder during system requirement study/Implementation phase.	scratch. The details are really important to assess the schedule and efforts for the implementation.	
14	WIPRO		1.41	Migration of existing APIs/services/integrations (post retrofit, if required) onto this new technology stack. Bank is already using In-House customized APIs/SFTP based services etc. for various types of external/internal/internet/intranet communication.	At the outset SFTP based services are not typically be implemented thru API management. However this can be finalized post due diligence phase. Please confirm that the final list of APIs will be mutually agreed post detailed analysis.	Please be guided as per the RFP
15	WIPRO		1.42	.The proposed solution should support integration with CBS (Finacle 10 & later versions), LENS, Credit Card as well as other systems/applications of Bank using API, FI Calls, Web Services, ISO, TCP/IP adaptor, SOAP, File based etc	Please confirm if the bank leverages Finalce Integrator for API based integration with CBS or it has TCP/IP integration with ISO messages?	Please be guided as per the RFP
16	WIPRO			Bidder has to provide dashboards and reports as required by the Bank from time to time, including but not limited to, availability, usage, performance, monitoring and maintenance etc. of APIM Solution with drill down facility to reach root cause of the failed event/service	Bidder has to provide dashboards and reports as required by the Bank from time to time, including but not limited to, availability, usage, performance, monitoring and maintenance etc. of APIM Solution with drill down facility to reach root cause of the failed event/service as per the in-built features any customization to the reporting tool will be identified and implemented during the Implementation Phase. The reports will be configured as per the requests during Warranty/ ATS phases.	Please be guided as per the RFP
17	WIPRO			The solution should be able to provide alerts by way of SMS/E-Mail/Dashboard for various failure events for defined thresholds/ scenarios. Integration of the solution with SMS/E-Mail/Dashboard and any other solution, if required by the Bank, will have to be done by the bidder without any additional cost.	It is assumed that SMS Gateway, Email server and other additional infrastructure required for communication will be arranged by the bank for the bidder to integrate the APIM solution with. Please validate our assumption.	Please be guided as per the RFP
18	WIPRO			Bidder shall comply with all the extant & new regulations, guidelines of the Bank's Information Security Policy,	It is assumed that the quantum of changes do not exceed the resource deployment capacity agreed as	Please be guided as per the RFP

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				Guidelines of RBI, CERT-In, Respective Govt. Agencies and the Bank's policies and guidelines and provide such regulatory requirements at no additional cost to Bank till the warranty period.	per the RFP. The bank will bear the cost of any additional license and infrastructure needs if mandated by the regulatory compliances unless they are part of the Bill of Materials agreed. Please validate our assumption.	
19	WIPRO			The bidder shall propose Plan & Design/Architecture services through the OEM. The bidder has to arrange for OEM to conduct a health-check of the deployed solution on yearly basis during the contract period and submit a report indicating compliance to reference architecture and best industry practices. The entire APIM solution under this RFP must be installed and configured by OEM only. The bidder has to make necessary arrangement for the same and Bank will not pay any additional cost for implementation/configuration by OEM.	Please confirm if it has to be OEM or authorized OEM implementation partner. Does the bank want to stipulate a fixed number of days to receive services from OEM?	Please refer to the Corrigendum SL No. 1
20	WIPRO	21	1.63	The selected bidder may also be required to supply/implement APIM Solution, if required, for Bank's subsidiaries, sponsored RRBs and any other entity(s) (in case of merger of any other organization within PNB).	The selected bidder may also be required to supply/implement APIM Solution as per mutually agreed commercials , if required, for Bank's subsidiaries, sponsored RRBs and any other entity(s) (in case of merger of any other organization within PNB).	Please refer to the Corrigendum SL No. 3
21	WIPRO	48	7. Implementation & Timelines	Migration, integration, testing and go live of all existing APIs (approx. 500 APIs) on APIM Solution. - 24 Weeks from PO Date.	The first go-live is planned for 16 weeks from the date of PO. The go-live needs a hyper care and needs observations to plan next steps. The timelines of 8 weeks to plan for go-live of 500 APIs is not recommended. We recommend to have the next go-live to be planned as per the outcomes of Requirements Gathering Phase. The bidder needs to study the nature of APIs planned with in 500 no.s	Please refer to the Corrigendum SL No. 6.
22	WIPRO	Page 86 of RFP.	SN. 2 of ELIGIBILITY CRITERIA OF THE BIDDER	Bidder should have implemented end to end APIM Solution (Full Life Cycle API Management Solution) in at least 2 (two) Scheduled Commercial Banks / PSUs / Govt. Organizations in India in last 3 years as on the date of bid submission of the RFP.	Bidder should have implemented end to end APIM Solution (Full Life Cycle API Management Solution) in at least 2 (two) Scheduled Commercial Banks / PSUs / Govt. Organizations in India in last 5 years as on the date of bid submission of the RFP. Request to Change it for 5 years	Please refer to the Corrigendum SL No. 12.
23	WIPRO	Page 122	SN.1 of SCORING METHODOLOGY	No. of Implementations of end to end APIM Solution (Full Life Cycle API Management Solution) in Scheduled Commercial Banks / PSUs / Govt. Organizations in India	It is assumed that end-to-end implementation refers to development of APIs with full lifecycle from Requirements to implementation to support. We are	The bidder should have implemented end to end APIM

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				in last 3 years (from RFP Submission date) by the Bidder 2 implementations- 5 Marks 3 implementations- 10 Marks 4 or more implementations- 15 Marks	providing managed services provided for 2-3 years on an ongoing basis to the bank. Please confirm our Understanding is OK. Also request to change marking as 1 implementations- 5 Marks 2 implementations- 10 Marks 3 or more implementations- 15 Marks	Solution (Full Life Cycle API Management Solution). Development of APIs is only a part of it. Please refer to the corrigendum SL No. 15.
24	WIPRO	Page 122	SN.2 of SCORING METHODOLOGY	Experience of Bidder in implementation of APIM Solution as on the date of submission of the bid. Less than 6 years but 5 years or more: 5 Marks Less than 7 years but 6 years or more: 10 Marks 7 years or more: 15 Marks	API Management as a product was launched around 2015. The scoring criteria appears to be stringent considering the tenure of the product. We request you to change it as below Less than 3 years: 5 Marks Less than 4 years but 4 years or more: 10 Marks 5 years or more: 15 Marks	Please refer to the Corrigendum SL No.15.
25	WIPRO	Page 122	SN.2 of SCORING METHODOLOGY	Experience of Bidder in implementation of APIM Solution as on the date of submission of the bid. Less than 6 years but 5 years or more: 5 Marks Less than 7 years but 6 years or more: 10 Marks 7 years or more: 15 Marks	As the APIM adoption is Indian banks started around 2015-16, we request you to consider the self-declaration / OEM letters as a proof of starting API practice / services for joint partnership and offering services globally as per the start dates of projects undertaken	Please refer to the Corrigendum SL No.15.
26	WIPRO	Page 25	Point J of Other conditions:	All proposed onsite resource should be on the company payroll for a period of minimum 6 months on the similar scope of work. Resources from franchise/partners on outsourcing mode are not acceptable. All resource(s) are may be required to clear interview process by Bank officials/ Bank appointed consultants as per the discretion of the Bank.	All onsite resource to be deployed should be on the company payroll and will have experience of similar scope of work. Resources from franchise/partners on outsourcing mode are not acceptable. All resource(s) are may be required to clear interview process by Bank officials/ Bank appointed consultants as per the discretion of the Bank. This is in consideration of the fact that resources may not be kept on bench for long duration and proposed resources may need to be moved to other projects / programs and if required new hires with good and similar experience meeting bank's satisfactory criteria also can be leveraged.	Please refer to the Corrigendum SL No.10.

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27	WIPRO	23	5. Disaster Recovery Mechanism	For Automation of DR Drill, Bidder has to integrate the APIM Solution with the tool prevalent in Bank for conducting DR Drill without any additional cost to the Bank.	Please share the name of DR automation tool.	Details will be shared with the successful bidder
28	WIPRO	53	9.2 PENALTY DUE TO DOWNTIME OF COMPLETE SOLUTION	Max. Limit 10% of (A+B), beyond which Bank may terminate the contract.	Please change the maximum limit to 10% of C since this is applicable post implementation/GO-LIVE.	Please be guided as per the RFP
29	WIPRO	53	9.3 ERRONEOUS BEHAVIOUR OF THE SOLUTION OR THE SOLUTION NOT WORKING AS PER THE REQUIREMENT OF THE BANK	If the solution, or any of its components including the individual APIs behaves erroneously which results in monetary or business loss to the Bank, then the entire amount of such loss shall be recovered from the bidder on actual basis.	Please confirm that the overall penalty capping including all penalties & LD is capped to 10% of Total Contract Value.	Please be guided as per the RFP
30	WIPRO	53	9.4 PENALTY DUE TO ABSENCE OF ONSITE ENGINEER -	9.4.1. During the one year warranty period In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @0.01% of the License and Implementation Cost (A+B), per resource for each day of absence, upto a maximum of 10% of (A+B).	We would request bank to cap the maximum limit to 10% of Total Annual Resource cost.	Please be guided as per the RFP
31	WIPRO	53	9.4.2. If the Bank Avails Onsite Technical support after one year of warranty	In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @4% of the total monthly OTS Cost, per resource for each day of absence, upto a maximum of 100% of the monthly OTS Cost per resource.	We would request bank to cap this to 10% of Annual OTS cost.	Please be guided as per the RFP
32	WIPRO	54	9.5.1 From implementation till warranty period	Till warranty period, in case the issue remains unresolved even after 7 days, penalty will be charged for delay at 0.01% of total License and Implementation Cost (A+B) for per day of delay per audit, subject to a maximum of 10% of (A+B)	We would request bank to cap this to 10% of C	Please be guided as per the RFP
33	WIPRO	55	9.6 NON RESOLUTION OF ISSUES & COMPLAINTS	In case of non-resolution of ISSUES & COMPLAINTS within 4 hours for any issue/complaint and resolution pending at bidder end only, then bidder will have to pay penalty of 0.1% of total Yearly OTS Cost and Yearly ATS	Severity levels needs to be defined along with definition. Please refer to Worksheet SLA for the same. Would request bank to consider the same	Please be guided as per the RFP

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				Cost for per hour of delay or part thereof, subject to a maximum of 10% of total Yearly OTS Cost and Yearly ATS Cost.		
34	WIPRO	56	9.7 DELAY IN CUSTOMIZATION	Maximum Cap 100% of H	We would request bank to make the maximum cap to 10% of H.	Please be guided as per the RFP
35	WIPRO	54	9.4.1. During the one year warranty period	In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @0.01% of the License and Implementation Cost (A+B), per resource for each day of absence, upto a maximum of 10% of (A+B).	We request you to exlude the license fee component while arriving at penalty.	Please be guided as per the RFP
36	WIPRO	57	Other Terms and Conditions:	Penalty as in 9.1 to 9.7 can be levied simultaneously.	Please confirm our understanding that overall penalty capping including LD & other penalties i.e. 9.1 to 9.7 mentioned in the RFP is capped to 10% of the Total Contract Value.	Please be guided as per the RFP
37	WIPRO	54	9.5 DELAY IN RESOLUTION OF AUDIT OBSERVATIONS	During the implementation and post implementation period of the solution, as part of ongoing audit process, Bidder will have to comply audit observations as and when received within 7 days of its intimation from Bank.	<i>We request you to change it as- During the implementation and post implementation period of the solution, as part of ongoing audit process, Bidder will have to comply audit observations as and when received within 7 days of its intimation from Bank. If there is a genuine /practical reason that it takes longer the bidder will inform the Bank with all the details and due course of action.</i>	Please be guided as per the RFP
38	WIPRO		9.6 NON RESOLUTION OF ISSUES & COMPLAINTS	In case of non-resolution of ISSUES & COMPLAINTS within 4 hours for any issue/complaint and resolution pending at bidder end only, then bidder will have to pay penalty of 0.1% of total Yearly OTS Cost and Yearly ATS Cost for per hour of delay or part thereof, subject to a maximum of 10% of total Yearly OTS Cost and Yearly ATS Cost.	<i>The blanket 4 hours SLA for all defects does not sound reasonable. We request you to reconsider the entire penalties based on the nature, severity and criticality. We would request for a detailed discussion on this section to arrive at mutually agreed service levels.</i>	Please be guided as per the RFP
39	WIPRO	60	11 . WARRANTY and ATS	Free of cost version upgrade/customization will be done by bidder whenever new version of firmware/software is released or new requirements comes.	Free of cost version upgrade/customization will be done by bidder whenever new version of firmware/software is released that is mandated by OEM for the stability or security reasons or new requirements comes.	Please be guided as per the RFP
40	WIPRO	62	12. UPGRADES AND UPDATES	Bidder shall implement all updates and patches without any additional cost to the Bank during the entire contract period. Bidder has to implement all upgrades released by	Bidder shall implement all updates and patches that are required for the stability and security reasons and recommended by the OEM without any	Please refer to the Corrigendum SL No.9

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				the OEM atleast till 2 years post expiry of the warranty period and without any additional cost to the Bank	additional cost to the Bank during the entire contract period. Bidder has to implement all upgrades released by the OEM atleast till 2 years post expiry of the warranty period and without any additional cost to the Bank	
41	WIPRO		13. ONSITE TECHNICAL SUPPORT (OTS)	13.1. During Implementation period The Bidder shall provide requisite skilled resources during the implementation period.	1. Can the bidder plan the implementation / development activity in hybrid (onsite & remote) models? 2. It is assumed that the bank will allow VPN or similar connectivity for seamless development / testing activities? Please confirm	Please be guided as per the RFP
42	WIPRO	70	15. TRAINING	General	1. We understand that the bidder has to provide 2 batches with 10 days each (2x10) a total of 20 days in first year. The bidder has to arrange one training every year for next 5 years. Please confirm if our Understanding is OK.	Please be guided as per the RFP
43	WIPRO	70	15. TRAINING	The successful bidder shall impart free of cost advance hands-on training through the OEM to the Bank officials	We request to change it to - The successful bidder shall impart free of cost advance hands-on training through the OEM/OEM authorised training partner/Technical Specialist from the bidder to the Bank officials	Please refer to the Corrigendum SL No.11.
44	WIPRO	72	20. MALICIOUS CODE CERTIFICATE:	The Bidder should upload following certificate in the bid: -	The Bidder should upload following certificate, provided by the OEM in the bid: -	Certificate can be provided by the OEM or the Bidder
45	WIPRO	124	ANNEXURE-XII	Cost of APIM Software and perpetual Licenses, wherever applicable with one-year warranty period(One Time cost)	Please confirm the if this line items should include resource/services costs for warranty	Please be guided as per the RFP
46	WIPRO	124	ANNEXURE-XII	Yearly Cost of ATS for Application Software (within Minimum ceiling of 10 % and Maximum ceiling of 20% of (Sr.No.1) after one year of Warranty.	Please clarify on the maximum ceiling. Typical Subscription & Support costs are 20% for first year and will be increased by 10% YOY.	Rate arrived after RA will remain same for the full contract period.
47	WIPRO	124	ANNEXURE-XII	Hands on advance Training on APIM Solution by OEM post warranty. (5 officials for 5 days)	Please clarify on where do we factor the first year training cost? Should it be included in implementation cost?	Please be guided as per the RFP
48	WIPRO	13	4.1 scope of work	1.9 The Application should be sized for Active- Active cluster at DC & DR so that the solution and infrastructure can fall back on each other	section 1.2 says, archietcture should support 3 way DR setup (DC, DR & near DR sites), but the point says Active Active in between DC & DR site, what about Near DR site setup ?	Details will be shared with successful bidder
49	WIPRO	13	4.1 scope of work	1.10 Proposed solution should have highly scalable architecture, initially supporting atleast 500 transactions	please suggest what % of TPS should be factored for max payload	Please be guided as per the RFP

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				per second (TPS) considering an average payload of 100KB (max 15MB).		
50	WIPRO	14	4.1 scope of work	1.13 Apart from setting up DC and DR site, bidder shall also be responsible for creating separate Development, UAT and Sandbox/Pre-Production environment	Please suggest the TPS for all these environment & their payloads	Please be guided as per the RFP
51	WIPRO	14	4.1 scope of work	1.14 Bidders to ensure resolution time of 4 hours for any issue in solution, individual APIs etc. with back to back arrangements with respective OEMs	is this SLA applicable only for severity 1 issues / support case or for all issues / support case. In case of Severity 1 issues only, please clarify the definition of severity 1	Please be guided as per the RFP
52	WIPRO	15	4.1 Scope of work	1.23 Bidder should provide perpetual Enterprise Wide Licenses required for all the applications, software, tools, components, etc. provided as a part of the APIM Solution. The licenses provided should have unrestricted access (without any limitation in no. of users, instances, installations, hardware etc.) and should not be tied to the hardware installed even after expiry of the contract.	Licenses need to be quantified to meet the current requirement and projected growth over 5 years. Functionally the licenses do not have any access limitations.	Please be guided as per the RFP
53	WIPRO	17	4.1 Scope of work	1.41 Migration of existing APIs/services/integrations (post retrofit, if required) onto this new technology stack. Bank is already using In-House customized APIs/SFTP based services etc. for various types of external/internal/internet/intranet communication.	does all the outbound based API calls / SFTP calls has also to pass through the secured API Gateway	Details will be shared with successful bidder
54	WIPRO	23	4.5 Disaster Recovery Mechanism	For a DR Drill, Bank may plan to shift functioning of all the systems from DC to DR which would include the APIM solution also. Modalities for such Switchover/switchback needs to be finalized keeping in mind that the RTO permitted for applications during such DR activities would be maximum 30 minutes.	What would be the RPO	Please refer to the Corrigendum SL No.4.
55	WIPRO	24	4.6 Availability, Usage, Performance & Monitoring Measurement	For Automation of Performance monitoring, Bidder has to integrate the APIM Solution with the tool prevalent in Bank for performance monitoring without any additional cost to the Bank.	Please specify the performance monitoring tool details	Details will be shared with successful bidder
56	WIPRO	51	9. PAYMENT & PENALTY	Payment Term for A: One Time Cost of APIM solution and enterprise wide perpetual Licenses with one-year warranty period	We would request bank to change the Payment term for A as below: 80% of A on Delivery of Application Software and	Please be guided as per the RFP

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				Total Software Cost (including API Management Software Cost, OS, DB Licenses cost, Middleware licenses, any other license required except the licenses which will be provided by the Bank as per RFP).	perpetual Licenses, wherever applicable after release of P.O., Signing of all Agreements. 20% of A on installation of licenses	
57	WIPRO	52	9. PAYMENT & PENALTY	Payment Terms for B:	We would request bank to change the Payment term for A as below: 20% of B on SRS 20% of B on Migration, Integration, testing of at least 25 APIs (to be decided by the Bank) 20% on Successful completion of UAT Sign off. 20% on GO-LIVE of 25 APIs 20% on Migration, integration, testing and go live of all existing APIs (approx. 500 APIs) on APIM Solution.	Please be guided as per the RFP
58	WIPRO	52	9. PAYMENT & PENALTY	Payment Terms for C: Application & Software ATS	Annual in advance post warranty period	Please be guided as per the RFP
59	WIPRO	12	3. PURPOSE OF THE RFP	Please note that any deviations mentioned in the bid will not be considered or evaluated by the Bank. Bank reserves the right to reject the bid, if the bid is not submitted in proper format as per RFP.	We would request bank to discuss legal and finance Terms and Conditions with the final shortlisted bidder. Hence, we would request bank to delete the below clause. Please note that any deviations mentioned in the bid will not be considered or evaluated by the Bank. Bank reserves the right to reject the bid, if the bid is not submitted in proper format as per RFP.	Please be guided as per the RFP
60	WIPRO	13	4. SCOPE OF WORK	The scope of work includes following but is not limited to:	We would request bank to cap the requirement finalisation at SRS stage. Once SRS is finalised, any thing beyond SRS will be treated as extra requirement and will be charged as per the rate finalised with the bank. Please confirm our understanding.	Please be guided as per the RFP
61	WIPRO	14	4. SCOPE OF WORK	1.15. Bidder shall provide comprehensive onsite support and deploy onsite resources during the warranty period of 1 year free of cost and onsite support for subsequent ATS period of 4 years, if availed by the Bank. The APIM Solution should be provided with 1-year onsite warranty period from Go-Live and 4 years ATS after completion of warranty period	We would request bank to pay for the onsite support resources during the warranty period. 1.15. Bidder shall provide comprehensive onsite support and deploy onsite resources during the warranty period of 1 year free of cost and onsite support for subsequent ATS period of 4 years, if availed by the Bank. The APIM Solution should be	Please be guided as per the RFP

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					provided with 1-year onsite warranty period from Go-Live and 4 years ATS after completion of warranty period	
62	WIPRO	28	7. VALIDITY OF BID DOCUMENT	Bid shall remain valid for 12 months from last date of submission of bid prescribed by PNB. A bid valid for shorter period shall be rejected by the purchaser as non-responsive. The bidder will be required to extend the validity of the bid, if requested by the Bank.	Bid shall remain valid for 12 months 90 days from last date of submission of bid prescribed by PNB. A bid valid for shorter period shall be rejected by the purchaser as non-responsive. The bidder will be required to extend the validity of the bid, if requested by the Bank.	Please be guided as per the RFP
63	WIPRO	33	17. TERMS AND CONDITIONS OF THE BIDDING FIRMS	The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.	<p>We would request bank to discuss legal and finance Terms and Conditions with the final shortlisted bidder. Hence, we would request bank to delete the below clause.</p> <p>The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.</p>	Please be guided as per the RFP
64	WIPRO	46	2. DURATION OF CONTRACT	The contract will be start from the date of Service Level Agreement signed with the Bank and will be valid for a period of 5 years from the date of go-live (One-year warranty plus four years ATS). Warranty Services will commence from the date of go-live of the solution. ATS will start from the date of warranty end date. Bank, at its sole discretion, may extend the contract upto two (2) terms of one year each on same rates, terms & conditions, subject to satisfactory performance of the successful bidder.	<p>We would request bank to accept the below change:</p> <p>The contract will be start from the date of Service Level Agreement signed with the Bank and will be valid for a period of 5 years from the date of go-live (One-year warranty plus four years ATS). Warranty Services will commence from the date of go-live of the solution. ATS will start from the date of warranty end date. Bank, at its sole discretion, may extend the contract upto two (2) terms of one year each on same mutually agreed rates, terms & conditions, subject to satisfactory performance of the successful bidder.</p>	Please refer to the Corrigendum SL No.5.
65	WIPRO	47	3. PERFORMANCE BANK GUARANTEE	3.1 In case of extension of the contract the PBG will have to be extended for such period of extension and with claim period of another 12 months	<p>We would request bank to accept the below change:</p> <p>3.1 In case of extension of the contract the PBG will</p>	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
					have to be extended resubmitted for such period of extension and with claim period of another 12 months	
66	WIPRO	47	3. PERFORMANCE BANK GUARANTEE	3.6 Incase of extension of the contract, the Bank Guarantee will have to be extended or incase the same is not feasible, a new Bank Guarantee of same amount has to be submitted.	We would request bank to accept the below change: 3.6 Incase of extension of the contract, the Bank Guarantee will have to be extended or incase the same is not feasible, a new Bank Guarantee of same amount has to be submitted.	Please be guided as per the RFP
67	WIPRO	47	5. NOT ACCEPTANCE/ NON EXECUTION OF ORDER	In case the shortlisted bidder through RFP process (hereinafter called "successful bidder" or "vendor") refuses to accept / execute the order, Bank reserves the right to forfeit the Performance Bank Guarantee/ Earnest Money Deposit. Bank also reserves the right to blacklist/ debar the said successful bidder in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.	We request PNB to please remove the debar/blacklist clause. We are a public listed company and does not get approval from our legal and finance for bids in which debar/blacklisting is mentioned. In case the shortlisted bidder through RFP process (hereinafter called "successful bidder" or "vendor") refuses to accept / execute the order, Bank reserves the right to forfeit the Performance Bank Guarantee/ Earnest Money Deposit. Bank also reserves the right to blacklist/ debar the said successful bidder in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.	Please be guided as per the RFP
68	WIPRO	53	9.2 PENALTY DUE TO DOWNTIME OF COMPLETE SOLUTION	Penalty due to downtime, during one-year warranty period will be deducted from any subsequent payment to be made to the Vendor. In case no payment is due to be paid to vendor during this period, penalty will be recovered from any subsequent payment.	Please confirm our understanding that overall penalty including LD & other penalties mentioned in the RFP is capped to 10% of the Total Contract Value.	Please be guided as per the RFP
69	WIPRO	53	9.2 PENALTY DUE TO DOWNTIME OF COMPLETE SOLUTION	Penalty due to downtime, during ATS period will be deducted from any subsequent payment	Please confirm our understanding that overall penalty including LD & other penalties mentioned in the RFP is capped to 10% of the Total Contract Value.	Please be guided as per the RFP
70	WIPRO	54	9.4.2. If the Bank Avails Onsite Technical support after one year of warranty	In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @4% of the total monthly OTS Cost, per resource for each day of absence, upto a maximum of 100% of the monthly OTS Cost per resource.	In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @4% 2% of the total monthly OTS Cost, per resource for each day of absence, upto a	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
					maximum of 100% of the monthly OTS Cost per resource.	
71	WIPRO	57	Other Terms and Conditions:	Bank reserves its right to recover the penalty amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder or from any dues that may be payable to the vendor under any previous contract with the Bank under the right of set off	We would request bank to delete this clause: Bank reserves its right to recover the penalty amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder or from any dues that may be payable to the vendor under any previous contract with the Bank under the right of set off	Please be guided as per the RFP
72	WIPRO	57	Other Terms and Conditions:	In case the bidder refuses to accept / execute the order, bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the bidder. If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.	We would request bank to delete this clause: In case the bidder refuses to accept / execute the order, bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the bidder. If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.	Please be guided as per the RFP
73	WIPRO	57	Other Terms and Conditions:	Penalty can be deducted from any payment made to the Vendor.	We would request bank to delete this clause: Penalty can be deducted from any payment made to the Vendor.	Please be guided as per the RFP
74	WIPRO	57	Other Terms and Conditions:	Bank reserves the right to terminate the contract, forfeit the EMD/PBG and blacklist the Bidder/OEM in case penalty exceeds 10% of the total Project Cost.	We would request bank to accept the below changes: Bank reserves the right to terminate the contract, forfeit the EMD/PBG and blacklist the Bidder/OEM in case penalty exceeds 10% of the total Project Cost.	Please be guided as per the RFP
75	WIPRO	61	11. WARRANTY & ANNUAL TECHNICAL SUPPORT(ATS)	xiv. The ATS may be terminated by the Bank after giving one months' notice in case of deficiency in services. In that case, the vendor(s) will refund the proportionate amount of ATS for the rest of the period of the ATS, if any. Bank may extend the ATS term for two terms of 1 year each on same rates and same terms and conditions.	xiv. The ATS may be terminated by the Bank after giving one months' notice in case of deficiency in services. In that case, the vendor(s) will refund the proportionate amount of ATS for the rest of the period of the ATS, if any. Bank may extend the ATS term for two terms of 1 year each on same mutually agreed rates and same terms and conditions.	Please be guided as per the RFP
76	WIPRO	62	12. UPGRADES & UPDATES	The solution (software/Application Software) provided by the successful bidder including the surrounding applications/software deployed by the Bidder, if any, should not be declared end of sale within 2 years of sign off of the project. In addition, the solution provided by the successful bidder including the surrounding	The solution (software/Application Software) provided by the successful bidder including the surrounding applications/software deployed by the Bidder, if any, should not be declared end of sale within 2 years of sign off of the project. In addition, the solution provided by the successful bidder including the surrounding	Please refer to the Corrigendum.

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				applications/software deployed by the Bidder, if any, should not be declared end of support during the contract period. If at all the solution/Application Software is declared end of support within 5 years of project sign off, the successful bidder has to provide & implement the upgraded version (software) free of cost, to the Bank.	applications/software deployed by the Bidder, if any, should not be declared end of support during the contract period. If at all the solution/Application Software is declared end of support within 5 years of project sign off, the successful bidder has to provide & implement the upgraded version (software) free of cost , to the Bank.	
77	WIPRO	68	13.4. Others	Bank is not bound to place any minimum order for Onsite Engineer. Bank may also place order for more than 3 resources as per it's requirement. Failure to deploy Onsite Engineer within the requisite period may lead to termination of the contract, forfeiting of PBG and blacklisting of the Bidder.	Bank is not bound to place any minimum order for Onsite Engineer. Bank may also place order for more than 3 resources as per it's requirement. Failure to deploy Onsite Engineer within the requisite period may lead to termination of the contract, forfeiting of PBG and blacklisting of the Bidder.	Please be guided as per the RFP
78	WIPRO	68	14. TERMINATION OF AGREEMENT	14.1 Bank shall have the right to terminate the Agreement, at any time during the Agreement period, after giving 30 day's advance notice including 15 days cure period to the VENDOR for reasons, including but not limited to the following:	14.1 Bank shall have the right to terminate the Agreement, at any time during the Agreement period, after giving 30 day's advance notice including 45 30 days cure period to the VENDOR for reasons, including but not limited to the following: In the event of termination Bank shall pay Bidder for goods delivered and services rendered till the date of termination.	Please be guided as per the RFP
79	WIPRO	69	14. TERMINATION OF AGREEMENT	14.2 Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending a 30 days -notice period to the Vendor without bearing any consequences.	14.2 Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending a 30 90 days -notice period to the Vendor without bearing any consequences. In the event of termination by Bank, the Bidder shall be paid for the: a) Goods delivered b) Services rendered c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite Bidder's best efforts e) Unrecovered investments shall be paid by bidder as per termination schedule till the date of termination."	Please be guided as per the RFP
80	WIPRO	69	14. TERMINATION OF AGREEMENT	14.4 In the event of Termination on account of failure of the Vendor to perform the obligations under this Agreement,	14.4 In the event of Termination on account of failure of the Vendor to perform the obligations under this Agreement, the Bank shall have the right to invoke the	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				the Bank shall have the right to invoke the Performance Bank Guarantee(s)/Security(s) given by the Vendor.	Performance Bank Guarantee(s)/Security(s) given by the Vendor.	
81	WIPRO	69	14. TERMINATION OF AGREEMENT	14.5 In case of termination due to reasons attributable to the Vendor as decided by the Bank, Bank reserves the right to allot the remaining work to another Vendor of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the bank incurs on this account, shall be payable by the Vendor.	14.5 In case of termination due to reasons attributable to the Vendor as decided by the Bank, Bank reserves the right to allot the remaining work to another Vendor of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the bank incurs on this account, shall be payable by the Vendor capped at 10% of such excess costs.	Please be guided as per the RFP
82	WIPRO	69	14. TERMINATION OF AGREEMENT	14.6 The Bank reserves the right to recover any dues payable to the selected vendor from any amount outstanding to the credit of the vendor, including pending bills and/or by invoking Bank Guarantee, if any, under this contract or any other contract/order.	14.6 The Bank reserves the right to recover any dues payable to the selected vendor from any amount outstanding to the credit of the vendor, including pending bills and/or by invoking Bank Guarantee, if any, under this contract or any other contract/order.	Please be guided as per the RFP
83	WIPRO	46	1. SIGNING OF CONTRACT	1. SIGNING OF CONTRACT The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA) & Non-Disclosure Agreement (NDA) within 30 working days of the award of the tender or within such extended period as may be permitted by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (30 working days or till such period as extended by the Bank), Bank reserves the right to blacklist/debar the said successful bidder after a grace period of 15 working days.	We request PNB to please remove the debar/blacklist clause. We are a public listed company and does not get approval from our legal and finance for bids in which debar/blacklisting is mentioned.	Please be guided as per the RFP
84	WIPRO	47	5. NOT ACCEPTANCE/ NON EXECUTION OF ORDER	5. NOT ACCEPTANCE/ NON EXECUTION OF ORDER In case the shortlisted bidder through RFP process (hereinafter called "successful bidder" or "vendor") refuses to accept / execute the order, Bank reserves the right to forfeit the Performance Bank Guarantee/ Earnest Money Deposit. Bank also reserves the right to blacklist/ debar the said successful bidder in such eventuality without giving	We request PNB to please remove the debar/blacklist clause. We are a public listed company and does not get approval from our legal and finance for bids in which debar/blacklisting is mentioned.	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment		
85	WIPRO	57	Other Terms and Conditions:	In case the bidder refuses to accept / execute the order, bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the bidder. If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.	We request PNB to please remove the debar/blacklist clause. We are a public listed company and does not get approval from our legal and finance for bids in which debar/blacklisting is mentioned.	Please be guided as per the RFP
86	WIPRO	57	Other Terms and Conditions:	Bank reserves the right to terminate the contract, forfeit the EMD/PBG and blacklist the Bidder/OEM in case penalty exceeds 10% of the total Project Cost.	We request PNB to please remove the debar/blacklist clause. We are a public listed company and does not get approval from our legal and finance for bids in which debar/blacklisting is mentioned.	Please be guided as per the RFP
87	WIPRO	68	13.4	Bank is not bound to place any minimum order for Onsite Engineer. Bank may also place order for more than 3 resources as per it's requirement. Failure to deploy Onsite Engineer within the requisite period may lead to termination of the contract, forfeiting of PBG and blacklisting of the Bidder.	We request PNB to please remove the debar/blacklist clause. We are a public listed company and does not get approval from our legal and finance for bids in which debar/blacklisting is mentioned.	Please be guided as per the RFP
88	WIPRO	32	32. LIMITATION OF LIABILITY	Vendor's aggregate liability under the Agreement shall be limited to a maximum of the Agreement value. For the purposes of this clause, Agreement value at any given point of time, means the aggregate value of the purchase orders, paid by bank to the Vendor that gives rise to claim, under this Agreement. In the following circumstances limitation of liability shall not apply and the Vendor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank:- a) Liability of Vendor for third party claims for IP Infringement; b) Liability of Vendor (including third party claims) in case of bodily injury (including Death); c) Liability of Vendor (including third party claims) in case of damage to real property and tangible property caused by the Vendors' gross negligence; d) Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing services under this Agreement;	Limitation of Liability – Vendor's aggregate liability under the Agreement shall be limited to a maximum of the Agreement value. For the purposes of this clause, Agreement value at any given point of time, means the value of the relevant purchase order, paid by bank to the vendor that gives rise to claim, under this Agreement. In the following circumstances limitation of liability shall not apply and the vendor shall be liable for actual amount of cost, damages, compensation, penalty etc. suffered directly by the Bank from third parties due to acts attributable directly to the Vendor: - a) Liability of vendor for third party claims for IP Infringement; b) Liability of vendor (including third party claims) in case of bodily injury (including Death); c) Liability of vendor (including third party claims) in case of damage to real property and tangible property caused by the consultancy firm's gross negligence; d) Liability of the vendor in case of gross negligence or	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				<p>e) Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Agreement;</p> <p>f) Breach of the confidentiality;</p> <p>g) Employment liabilities for vendor's staff relating to the period of their employment within contractual period while working with Bank;</p> <p>h) Any liability/penalty/cost/compensation/charges etc. that cannot be capped or is excluded as a matter of applicable laws and imposed by the statutory authority/ government bodies/ court/tribunals etc. in relation to this Agreement, owing to the fault of the Vendor.</p> <p>i) Any other breach caused due to the non-performance of the obligations of the Vendor under the Agreement.</p>	<p>wilful misconduct attributable to the Vendor while providing services under this Agreement;</p> <p>e) Liability of the vendor in case of fraudulent acts or wilful misrepresentation attributable to the vendor regarding the services provided under this Agreement;</p> <p>f) Breach of the confidentiality;</p> <p>g) Employment liabilities for vendor's staff relating to the period of their employment within contractual period while working with Bank;</p> <p>This clause shall not apply to any law, judicial/ quasi-judicial determination or Government's directions to the contrary.</p>	
89	WIPRO		23. INDEMNITY	<p>The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the</p>	<p>Our understanding is that all indemnities including performance indemnity is capped to Limitation of Liability clause. Please confirm.</p>	<p>Please be guided as per the RFP</p>

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank. Successful bidder (successful bidder) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.		
90	WIPRO	79	IP Infringement indemnity:	<p>The Bidder shall indemnify the Bank against all third-party claims of infringement of trademark, copyright or industrial design rights, etc. (excepting any third party's patent) arising from use of the Deliverables/ Services, or any part thereof in India as contemplated by this Agreement, provided always that Bank's use of such Services and Deliverables is in compliance with the Agreement and applicable laws. If Bank's compliant use of the Services or Deliverables infringes any third party IPR, Bank's sole remedy (other than this indemnity) is for Bidder, at Bidder's option, to either: (i) procure Bank's continued full use of the Deliverable as contemplated by the Agreement; (ii) substitute the infringing Deliverable; or (iii) modify the Deliverable so that they become non-infringing. This remedy will not apply if Bank is using any modified version of a Deliverable that was not approved by Bidder; if Bank uses Deliverables for a purpose other than that contemplated by the Agreement or if Bank uses a Deliverable in a manner not compliant with the Agreement. Bank will use all reasonable endeavours to mitigate its Losses, arising out of any third party IPR claim. Bidder further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Deliverable by the Bank infringes any Intellectual property Rights of that third party. Subject to the other conditions of this section or section 6 above, Bidder shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in</p>	<p>IP Infringement Indemnity – The Vendor shall indemnify the Bank against all third-party claims of infringement of trademark, copyright or industrial design rights, etc. (excepting any third party's patent) arising from use of the deliverables/ services, or any part thereof in India as contemplated by this Agreement, provided always that Bank's use of such Services and Deliverables is in compliance with the Agreement and applicable laws. If Bank's compliant use of the Services or Deliverables infringes any third party IPR, Bank's sole remedy (other than this indemnity) is for Vendor, at Vendor's option, to either: (i) procure Bank's continued full use of the Deliverable as contemplated by the Agreement; (ii) substitute the infringing Deliverable; or (iii) modify the Deliverable so that they become non-infringing. This remedy will not apply if Bank is using any modified version of a Deliverable that was not approved by Vendor; if Bank uses Deliverables for a purpose other than that contemplated by the Agreement or if Bank uses a Deliverable in a manner not compliant with the Agreement. Bank will use all reasonable endeavours to mitigate its losses, arising out of any third party IPR claim.</p> <p>Vendor further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Deliverable by the Bank infringes any Intellectual Property Rights</p>	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				respect of all costs and expenses relating to the Claim provided that the Bank notifies Bidder in writing of the Claim immediately on becoming aware of it.	of that third party. Subject to the other conditions of this section or section above, Vendor shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Vendor in writing of the Claim immediately on becoming aware of it. Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Wipro) that may arise out of or result from this Agreement.	
91	WIPRO		Saving Clause	Clause not present in RFP	We would request bank to incorporate below clause: Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	Please be guided as per the RFP
92	WIPRO		Deemed Acceptance	Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Customer.	Please be guided as per the RFP
93	WIPRO		Risk and Title	Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the bank upon delivery of such products to the bank.	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
94	WIPRO		Credit Period for Payment	Clause not present in RFP	All the payments to be made within 30 days of submission of Service Provider may charge interest at the rate of 1.5% per month for delayed payments. Invoices shall be deemed to have been accepted if Company does not furnish a written objection specifying the nature of the dispute within fifteen (15) days from the date of invoice. Service Provider may assign the benefit of its rights of payment to a third party as part of its debt factoring or other legitimate business arrangements, and Company expressly consents to such assignments.	Please be guided as per the RFP
95	WIPRO		Termination	Clause not present in RFP	Termination - Bidder may terminate the entire Agreement upon written notice of ninety (90) days to the other. Bidder may terminate the Agreement upon written notice to the other in the event that the Bank commits a material breach of the Agreement or Statement of Work and fails to cure such default to the reasonable satisfaction within thirty (30) days after receipt of notice. In the event of termination by Bank, Bidder shall be paid for the: 1. Goods delivered; 2. Services rendered; 3. Work in progress; 4. Unpaid AMCs/ Services; 5. Third party orders in pipeline which cannot be cancelled despite Wipro's best efforts; 6. Unrecovered investments shall be paid by customer as per termination schedule till the date of termination.	Please be guided as per the RFP
96	WIPRO		Change Order:	Clause not present in RFP	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Wipro will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Wipro shall not be bound to perform any additional services.	Please be guided as per the RFP
97	WIPRO		SNR	Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro shall not be in any manner be liable for any delay arising out of	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
					Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer	
98	WIPRO		Pass Through Warranty	Clause not present in RFP	Since Bidder is acting as a reseller of completed products, Bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Bank shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Bidder shall not provide any additional warranties and indemnities with respect such products.	Please be guided as per the RFP
99	WIPRO		Tax	Clause not present in RFP	Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Bank.	Please be guided as per the RFP
Tech Mahindra						
100	Tech Mahindra Ltd.	13	4.1 scope of work	1.9 The Application should be sized for Active- Active cluster at DC & DR so that the solution and infrastructure can fall back on each other	section 1.2 says, architecture should support 3 way DR setup (DC, DR & near DR sites), but the point says Active Active in between DC & DR site, what about Near DR site setup ?	Details will be shared with successful bidder
101	Tech Mahindra Ltd.	13	4.1 scope of work	1.10 Proposed solution should have highly scalable architecture, initially supporting atleast 500 transactions per second (TPS) considering an average payload of 100KB (max 15MB).	please suggest what % of TPS should be factored for max payload	Please be guided as per the RFP
102	Tech Mahindra Ltd.	14	4.1 scope of work	1.13 Apart from setting up DC and DR site, bidder shall also be responsible for creating separate Development, UAT and Sandbox/Pre-Production environment	Please suggest the TPS for all these environment & their payloads	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
103	Tech Mahindra Ltd.	14	4.1 scope of work	1.14 Bidders to ensure resolution time of 4 hours for any issue in solution, individual APIs etc. with back to back arrangements with respective OEMs	is this SLA applicable only for severity 1 issues / support case or for all issues / support case. In case of Severity 1 issues only, please clarify the definition of severity 1	Please be guided as per the RFP
104	Tech Mahindra Ltd.	15	4.1 scope of work	1.23 Bidder should provide perpetual Enterprise Wide Licenses required for all the applications, software, tools, components, etc. provided as a part of the APIM Solution. The licenses provided should have unrestricted access (without any limitation in no. of users, instances, installations, hardware etc.) and should not be tied to the hardware installed even after expiry of the contract.	Licenses need to be quantified to meet the current requirement and projected growth over 5 years. Functionally the licenses do not have any access limitations.	Please be guided as per the RFP
105	Tech Mahindra Ltd.	17	4.1 scope of work	1.41 Migration of existing APIs/services/integrations (post retrofit, if required) onto this new technology stack. Bank is already using In-House customized APIs/SFTP based services etc. for various types of external/internal/internet/intranet communication.	does all the outbound based API calls / SFTP calls has also to pass through the secured API Gateway	Please be guided as per the RFP
106	Tech Mahindra Ltd.	23	4.5 Disaster Recovery Mechanism	For a DR Drill, Bank may plan to shift functioning of all the systems from DC to DR which would include the APIM solution also. Modalities for such Switchover/switchback needs to be finalized keeping in mind that the RTO permitted for applications during such DR activities would be maximum 30 minutes.	what would be the RPO	Please refer to the Corrigendum SL No.4.
107	Tech Mahindra Ltd.	24	4.6 Availability, Usage, Performance & Monitoring Measurement	For Automation of Performance monitoring, Bidder has to integrate the APIM Solution with the tool prevalent in Bank for performance monitoring without any additional cost to the Bank.	Please specify the performance monitoring tool details	Details will be shared with successful bidder
108	Tech Mahindra Ltd.	15	1.21	Bidder will have to provide and implement patches, updates and upgrades of the entire APIM solution stack and other related software(s), tools required for smooth functioning of APIM Solution, supplied by the bidder and provided by the Bank without any cost to the Bank during the contract period.	As major upgrades may require significant effort hence request bank to treat these as change request.	Please be guided as per the RFP
109	Tech Mahindra Ltd.	16	1.26	The bidder is responsible for supply, install, re-install and maintenance of APIM solution along with its related other software tools at Bank's 3-way DR setup.	Please provide clarity on reason behind any reinstallation request to help determine the frequency.	Please refer to the Corrigendum SL No.2.

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
110	Tech Mahindra Ltd.	15	1.19	Post implementation, Bidder has to provide onsite support for any customization and/or new implementations in any API or the APIM solution as per discretion of the Bank as and when required by the Bank.	Request bank to provide a lead time to onboard the resources.	Bidder has to deploy the requisite number of resources immediately after freezing the man days in consultation with the Bank for any requirement
111	Tech Mahindra Ltd.	14	1.15	Bidder shall provide comprehensive onsite support and deploy onsite resources during the warranty period of 1 year free of cost and onsite support for subsequent ATS period of 4 years, if availed by the Bank.	Is there any minimum onsite support requirement? Can bidder propose an onsite-offshore support model?	Please be guided as per the RFP
112	Tech Mahindra Ltd.	55	9.6	In case of non-resolution of ISSUES & COMPLAINTS within 4 hours for any issue/complaint and resolution pending at bidder end only, then bidder will have to pay penalty of 0.1% of total Yearly OTS Cost and Yearly ATS Cost for per hour of delay or part thereof, subject to a maximum of 10% of total Yearly OTS Cost and Yearly ATS Cost.	Request bank to provide more time for resolution of severity 3 and 4 issues.	Please be guided as per the RFP
113	Tech Mahindra Ltd.	59	11 i	Service support should be available on 24 x 7 x 365 basis.	The assumption is that bidder will be leveraging bank's existing ticketing tool to track issues. Please confirm	Please be guided by the RFP
114	Tech Mahindra Ltd.	19	1.51	Bidder has to comply to all audit observations of the audit, assessment, testing etc. within 7 days of being notified, failing which Bank will impose penalty.	Request Bank to provide minimum 30 days time to respond on audit points	Please be guided as per the RFP
115	Tech Mahindra Ltd.	49	7. IMPLEMENTATION & TIMELINES	IS-Audit Observations and observations in any other Audits, if any, will have to be complied within 7 days from the date of intimation by the Bank.	Request Bank to provide minimum 30 days time to respond on audit points	Please be guided as per the RFP
116	Tech Mahindra Ltd.	50	9. PAYMENT & PENALTY	Invoices will have to be on raised quarterly arrear basis for all components and payment shall be made after receiving error free invoice from the vendor. Invoices during implementation period maybe raised on completion of each milestone as per the RFP document. Invoices should be submitted to the Bank within 15 days from the date as mentioned in the Invoice.	Payment for Products, Licenses etc. has to be done 100% against the supply of items. Payment for Services (Milestone) should be released with in 30 days from the date of submission of invoice.	Please be guided as per the RFP
Bhawan Cyberteck						

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
117	Bhawan Cyberteck	13	4. SCOPE OF WORK, 1.10	Proposed solution should have highly scalable architecture, initially supporting atleast 500 transactions per second (TPS) considering an average payload of 100KB (max 15MB).	PI confirm if the payload size will go up to 100KB on average, as it seems to be on the higher side. In the case of a 15 MB payload, will it be a file-based payload or API payload which needs to be transferred? Kindly elaborate.	Please be guided as per the RFP
118	Bhawan Cyberteck	14	4. SCOPE OF WORK, 1.17	The Team Lead should be available onsite during the entire duration of implementation	Can the bidder have the flexibility to go for a hybrid implementation model (onsite and offshore) or is it mandatory have the entire team to be deputed onsite for implementation?	Please be guided as per the RFP
119	Bhawan Cyberteck	15	4. SCOPE OF WORK, 1.24	Bidder has to carryout hardening of Operating System, DB, App, patch management activity and other configuration on OS, DB, App, etc on premises/private cloud/public cloud/hybrid cloud and related softwares, etc., periodically as per the requirement of the bank.	We assume all infrastructure including OS, Database and respective licences will be provisioned by PNB and therefore, will the necessary OS patches be managed by the bank as per your IT security policies. Application patches shall be maintained & managed by bidder.	Please be guided as per the RFP
120	Bhawan Cyberteck	22	4. SCOPE OF WORK, 4. Customization Process	The Successful bidder shall provide all tools, testing instruments, drivers, consumables, etc. required to install and customize and test the software free of any fees or charges or any expenses.	We assume all required hardware infrastructure for SIT & UAT shall be provided by PNB. Bidder will be responsible for software required for implementation & testing.	Please be guided as per the RFP
121	Bhawan Cyberteck	48	ANNEXURE I, 7. IMPLEMENTATION & TIMELINES	The Bidder has to provide all Services specified under this RFP as per scope of work, Technical, Operational and functional specifications etc. The complete project rollout and end-to-end implementation should be completed within 24 weeks from date of Purchase	Since the complexity of the scope for 500 APIs cannot be ascertained at this stage we request PNB to consider period of 48 weeks instead of 24 weeks for the implementation & Delivery.	Please refer to the Corrigendum SL No.6.
122	Bhawan Cyberteck	49	ANNEXURE I, 7. IMPLEMENTATION & TIMELINES	Post UAT sign-off, the solution will be subject to mandatory IS-AUDIT either by Bank's team or Bank's appointed external auditors or Bidder will have to arrange a reputed external agency to perform the IS-AUDIT of the solution without any additional cost to the Bank. It will be the sole discretion of the Bank to decide on the external and/or internal agency for IS-AUDIT	We assume the IS-AUDIT activity in the case of bidder's appointed external auditor shall be one time activity in implementation phase.	Please be guided as per the RFP
123	Bhawan Cyberteck	50	ANNEXURE I, 9. PAYMENT & PENALTY	Total Software Cost (including API Management Software Cost, OS, DB Licenses cost , Middleware licenses, any other license required except the licenses which will be provided by the Bank as per RFP).	As mentioned in page number 19 and point number 1.55 in section 4 SCOPE OF WORK, we assume the OS and DB licenses will provided and managed by PNB.	Please be guided as per the RFP
124	Bhawan Cyberteck	54	ANNEXURE I, 9.4 PENALTY DUE TO ABSENCE OF ONSITE	In the absence of the engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @4% of the total monthly OTS Cost, per	We request PNB to allow bidder to have at-least 4 weeks window in case of a replacement of onsite engineer.	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
			ENGINEER -(L1 RESOURCE, L2 RESOURCE & TEAM LEAD), 9.4.2. If the Bank Avails Onsite Technical support after one year of warranty	resource for each day of absence, upto a maximum of 100% of the monthly OTS Cost per resource.		
125	Bhawan Cyberteck	56	ANNEXURE I, 9.7 DELAY IN CUSTOMIZATION	For any delay in customization of any API or customization of the APIM Solution, penalty will be applicable as follows	PNB shall exclude periods of time when the delay is not attributable to the Bidder. However, the onus will be on bidder for proving that delay is not attributable to him.	Please be guided as per the RFP
126	Bhawan Cyberteck	101	ANNEXURE-XI(A), TABLE 1, Architecture, 21	The solution should support event broker protocols for access to proprietary, standard APIs and open protocols or to open-source based platforms.	We request PNB to elaborate on event broker protocol and its related use-cases.	The solution should be able to handle the event based interactions for various integrations between Bank's internal systems and/or third party systems.
127	Bhawan Cyberteck	102	ANNEXURE-XI(A), TABLE 1, Architecture, 31	The solution should support message transformation, message translation, metadata/ model synchronization, semantic extension, semantic model presentation	Please elaborate on semantic extension and semantic model presentation.	Please be guided as per the RFP
128	Bhawan Cyberteck	108	ANNEXURE-XI(A), TABLE 1, API Reporting, 132	The solution should have the facility to integrate with existing enterprise reporting system	We request if PNB can share the details of existing enterprise reporting software system	Details will be shared with successful bidder
129	Bhawan Cyberteck	15	Sub Clause 1.23 (CLAUSE 4. SCOPE OF SERVICE)	Bidder should provide perpetual Enterprise Wide Licenses required for all the applications, software, tools, components, etc. provided as a part of the APIM Solution. The licenses provided should have unrestricted access (without any limitation in no. of users, instances, installations, hardware etc.) and should not be tied to the hardware installed even after expiry of the contract. Bank will be free to reuse/port any of the software(s), tool(s),	The scope for bidder under this Agreement is limited to the supply of licenses and providing implementation services, the third-party/OEM warranties and access, etc. shall be in accordance with such third Party Licensing terms and conditions or end user licensing agreement, as the case may be. We suggest to modify the clause to this effect.	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				application(s), etc for any purpose in the future without any dependency on the Bidder or the APIM Solution. Necessary perpetual licenses/ proof of the tie-up arrangements with the OEM(s) is to be provided to the Bank.		
130	Bhawan Cyberteck	18	Sub Clause 1.50 (CLAUSE 4. SCOPE OF SERVICE)	Bidder shall comply with all the extant & new regulations, guidelines of the Bank's Information Security Policy, Guidelines of RBI, CERT-In, Respective Govt. Agencies and the Bank's policies and guidelines and provide such regulatory requirements at no additional cost to Bank till the warranty period	Can we request to modify this clause for ensuring the compliance of those policies and guidelines by Bidder which have been shared by Bank with Bidder and read and understood by Bidder?	Please be guided as per the RFP
131	Bhawan Cyberteck	43 & 44	29. CONFIDENTIALITY (Clause 7, 10)	7. Even if a Vendor's employee leaves the job or his services are terminated/expires, the Vendor shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorised profits out of it. Vendor shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.	Can we request to delete the ex-employee indemnification obligation set forth by the Bank?	Please be guided as per the RFP
132	Bhawan Cyberteck			10. The obligation contained in this clause shall survive after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated	Can we propose to limit the survival of confidentiality obligations only for a period of five (5) years ?	Please be guided as per the RFP
133	Bhawan Cyberteck	44	30. FORCE MAJEURE	Notwithstanding anything contained in this Agreement, the vendor shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure event arises, the vendor shall notify within 30 days the Bank in writing, the vendor shall continue to perform its obligation under the Agreement to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative	Can we request to include pandemic, quarantine, and lockdown events as force majeure? Also, we propose to modify the clause into mutual for non-performance of obligations due to any force majeure event. Under force majeure provision, even if bank terminates the agreement and assigns work to other provider the same shall be without any costs to Bidder and Bidder shall have a right to claim the accrued payments till the date of termination.	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				arrangements to perform their obligations and accordingly shall seek all alternative means of performance not prevented by the force majeure event. Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement and the Bank shall have the right to terminate this Agreement without giving any further notice to the Vendor. Bank reserves the right to assign the work to other Vendor without any consequences and claims.		
134	Bhawan Cyberteck	45	31 (c).NON-DISCLOSURE	c. That if the vendor hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.	Can we limit the survival of confidentiality obligations only to a period of five (5) years ?	Please be guided as per the RFP
135	Bhawan Cyberteck	68	14. TERMINATION OF AGREEMENT	Bank shall have the right to terminate the Agreement, at any time during the Agreement period, after giving 30 day's advance notice including 15 days cure period to the VENDOR for reasons, including but not limited to the following: a. Non-capable resources or non-initiation of services within 7 days of order Agreement; b. Delay in execution of order placed by the Bank c. Discrepancies / deviations in the agreed processes and/or products; d. Failure of vendor to complete implementation of appliance within the time as specified in the RFP/under this Agreement; e. Violation of terms & conditions stipulated in the RFP to the extent not inconsistent with the terms and conditions laid out in present Agreement; f. Change in Bank's Policy; g. Unsatisfactory services/poor quality of product/services; h. The Bank may terminate the Agreement in case of breach of any of the representation and warranties as	We request to include a notice period of thirty days (30) for termination for cause after providing the cure period of (30) days. In subclause (h) Can we include "material breach" instead of "breach" for termination? Can we request to include termination for cause in favor of the Vendor for non-payment of fees by Bank?	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				mentioned in this Agreement or in case of breach of any of the terms and condition as set forth in the Agreement.		
136	Bhawan Cyberteck			Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending a 30 days -notice period to the Vendor without bearing any consequences	Can we request a ninety (90) day notice period for the termination for convenience? Can we request removal of "without bearing any consequences" as the accrued fees and other costs as agreed between the parties shall be payable by Bank till the termination becomes effective?	Please be guided as per the RFP
137	Bhawan Cyberteck	73	23. INDEMNITY	The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.	The indemnity provision is generic, can we modify the clause to exclude the performance-based indemnity as the same cannot be quantified?	Please be guided as per the RFP
138	Bhawan Cyberteck	75 & 76	32. LIMITATION OF LIABILITY	Vendor's aggregate liability under the Agreement shall be limited to a maximum of the Agreement value. For the purposes of this clause, Agreement value at any given point of time, means the aggregate value of the purchase orders, paid by bank to the Vendor that gives rise to claim, under this Agreement. In the following circumstances limitation of liability shall not apply and the Vendor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank:-	Can we bring the defined exception within the agreed cap to limitation of liability, as with the exceptions it is tantamount to uncapped/ unlimited liability? Can we propose to add a disclaimer that neither party shall be liable for any indirect damages, as per the requirement under the Indian Contracts Act of 1872?	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				<p>a) Liability of Vendor for third party claims for IP Infringement;</p> <p>b) Liability of Vendor (including third party claims) in case of bodily injury (including Death);</p> <p>c) Liability of Vendor (including third party claims) in case of damage to real property and tangible property caused by the Vendors' gross negligence;</p> <p>d) Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing services under this Agreement;</p> <p>e) Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Agreement;</p> <p>f) Breach of the confidentiality;</p> <p>g) Employment liabilities for vendor's staff relating to the period of their employment within contractual period while working with Bank;</p> <p>h) Any liability/penalty/cost/compensation/charges etc. that cannot be capped or is excluded as a matter of applicable laws and imposed by the statutory authority/ government bodies/ court/tribunals etc. in relation to this Agreement, owing to the fault of the Vendor.</p> <p>i) Any other breach caused due to the non-performance of the obligations of the Vendor under the Agreement.</p>		
139	Bhawan Cyberteck	76	33. INTELLECTUAL PROPERTY RIGHTS	The Vendor claims and represents that it has obtained all the appropriate rights to provide the Deliverables upon the terms and conditions contained in this contract. The Bank agrees and acknowledges that save as expressly provided in this agreement, all Intellectual Property Rights in relation to the Software, Services and Documentation and any adaptations, translations and derivative works thereof, whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this contract belong to and shall remain a property of the Vendor or its licensor.	There is no provision for protecting the vendor's and OEM/Third-Party's Intellectual Property rights. Can we request to have a background IP clause for the vendor and such third party/OEM?	Please be guided as per the RFP
140	Bhawan Cyberteck	79 & 80	36. DISPUTE RESOLUTION /ARBITRATION	All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof	Can we modify the clause to appoint an arbitrator neutral to both parties as per the process defined under the Indian Arbitration and Conciliation Act of 1996?	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, the matter may be referred to a sole arbitrator nominated by the Bank and the award made in pursuance thereof shall be binding on the parties. The venue of the arbitration shall be Delhi. The Arbitrator/Arbitrators shall give a reasoned award. Any challenge including appeal to the arbitral award shall be subject to the exclusive jurisdiction of courts at Delhi. VENDOR shall continue work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the approval of bank in writing that the events are such where work cannot possibly be continued or until the decision to the contrary of the arbitrator or the umpire, as the case may be, has been obtained by Vendor. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Vendor which may also be adjusted by the Bank from the Performance Bank Guarantee, being treated as default so that the business of the Bank is not disrupted.		
141	Bhawan Cyberteck	21	1 Scope of work, point 1.63	The selected bidder may also be required to supply/implement APIM Solution, if required, for Bank's subsidiaries, sponsored RRBs and any other entity(s) (in case of merger of any other organization within PNB).	Open ended scope. We assume this will be change request?	Please refer to the Corrigendum SL No.3.
142	Bhawan Cyberteck	37	25 Evaluation Criteria	The bidders will be required to quote for all the items required by the Bank. Weightage for commercial bid (Max 30%) will be calculated on rates quoted by the bidders post Reverse Auction. After opening of commercial bids and conducting Reverse Auction,	How wil the decision be made if only 1 bidder bids in RA.	Please refer to Clause 25. Reverse Auction
Kiya AI						
143	Kiya AI	86	Eligibility Criteria - Point 2	The Bidder should have implemented APIM Solution in: Bidder should have implemented end to end APIM Solution (Full Life Cycle API Management Solution) in at	Requesting Bank to Consider : The Bidder should have implemented APIM Solution	Please refer to the Corrigendum SL No.12.

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				<p>least 2 (two) Scheduled Commercial Banks / PSUs / Govt. Organizations in India in last 3 years as on the date of bid submission of the RFP.: * Out of the above 2 implementations, at least one end to end APIM Solution (Full Life Cycle API Management Solution) implementation should be in scheduled commercial Bank *Out of the above 2 implementations, at least one end to end APIM Solution (Full Life Cycle API Management Solution) implementation should be of same OEM which the Bidder is offering to the Bank The solution should be running successfully in all the organizations. (implementations done by subsidiaries will not be accepted)</p>	<p>in: Bidder should have implemented end to end APIM Solution (Full Life Cycle API Management Solution) in at least 1 Scheduled commercial Bank/PSU/Govt. Organizations in India in last 4 years as on date of bid submission of the RFP. * End to End APIM Solution (Full Life Cycle API Management Solution) implementation should be of same OEM which the Bidder is offering to the Bank. The Solution should be running successfully in the organization as on date of bid submission of the RFP. (implementations done by subsidiaries will not be accepted)</p>	
144	Kiya AI	87	Eligibility Criteria - Point 3	The Bidder should have experience of at least 5 years in APIM Solution Implementation as on the date of bid submission of the RFP .	<p>Requesting Bank to Consider : The Bidder should have experience of at least 2 years in APIM Solution Implementation as on the date of bid submission of the RFP .</p>	Please refer to the Corrigendum SL No.13.
145	Kiya AI	87	Eligibility Criteria - Point 4	The end to end APIM Solution (Full Life Cycle API Management Solution) of OEM being offered by the bidder to the Bank should have been successfully implemented in at least 2 (two) Scheduled Commercial Banks / PSUs / Govt. Organizations in India	<p>Requesting Bank to Consider : The end to end APIM Solution (Full Life Cycle API Management Solution) of OEM being offered by the bidder to the Bank should have been successfully implemented in at least 1 (one) Scheduled Commercial Bank / PSU / Govt. Organization in India</p>	Please refer to the Corrigendum SL No.14.
146	Kiya AI		General	Add IPR Cause	<p>Requesting Bank to add these IPR Clauses : *the Licensor hereby confirms that: 1. To the best of Licensor's knowledge, the Software Solution does not infringe upon any intellectual property of any third party. 2. 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.</p>	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
					<p>* The Licensee hereby states that;</p> <p>1. The Licensee hereby expressly disclaims any and all Intellectual Proprietary Rights in the Software Solution.</p> <p>2. 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.</p> <p>3. 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.</p> <p>4. 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.</p>	
147	Kiya AI		General	Infrastructure	whether anti virus will be provided by bank or not	Bank will provide AntiVirus
148	Kiya AI		General	Infrastructure	whether OS - patching server will be provide by bank	Please be guided as per the RFP
149	Kiya AI		General	Infrastructure	whether NTP is provided by bank	NTP will be provided by the Bank
150	Kiya AI		General	Infrastructure	Whether central active directory will be provided by bank	Central Active Directory will be provided by the Bank

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
151	Kiya AI		General	Infrastructure	whether backup solution will be provided by bank	Backup solution will be provided by the Bank
152	Kiya AI		General	Infrastructure	whether network port connectivity for IP,data, management will be provided by bank	Network port connectivity for IP,data, management will be provided by bank will be provided by the Bank
153	Kiya AI		General	Infrastructure	whether passive infrastructure for e.g LAN cabling, patch panels , patch cords ,LC cables, LIUs etc will be provided by bank	LAN cabling, patch panels , patch cords ,LC cables, LIUs will be provided by the Bank
154	Kiya AI		General	Infrastructure	whether IP addresses will be provided by bank	IP Addresses will be provided by the Bank
155	Kiya AI		General	Infrastructure	In case bank is providing the network switches then require details of the ports to be considered on servers .	Same will be shared with the successful bidder.
156	Kiya AI		General	Infrastructure	kindly provide details for same HSM switch and throughput	Same will be shared with the successful bidder.
157	Kiya AI		General	Infrastructure	whether load balancer will be provided by bank.if yes, kindly provide details for same	Same will be shared with the successful bidder.
158	Kiya AI		General	Infrastructure	whether APM/SIEM tool will be provided by bank	Same will be shared with the successful bidder.
159	Kiya AI		General	Submission of Bids	Requesting bank to clarify on the submission of bids part: Submission is Online or Offline ?	Please refer to Clause 13 section - Submission of Bid
160	Kiya AI		PENALTY	Penalty	we request bank to cap the overall Penalty to maximum 10% of the total project or contract value at any given time during the contract period	Please refer to the Corrigendum SL No.7.
161	Kiya AI		4 - Scope of Work	The solution should be able to expose various internal and external APIs by incorporating quintessential security features and offer consistent and modern API	Typically APIM solutions would consume Internal APIs (i.e Bank's systems) and expose them to External	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				Management Solution functionality for new/existing back-end services hosted anywhere. The solution should be capable of publishing and consuming various types of web services, APIs etc. in secured manner.	clients. Please confirm if this is the required usecase, and whether other usecases are desired.	
162	Kiya AI	1.65		The solution should support microservices by integrating with Service Mesh Technologies such as Istio, Linkerd, Envoy etc	We have open API architecture that can be easily integrated with other systems. Is Istio, Linkerd, Envoy supports integration with other systems.	Please be guided as per the RFP
163	Kiya AI	1.7		The solution should support automatic code generation (such as SDK generation) for APIs in multiple languages	Please elaborate	Please be guided as per the RFP
EBIXCASH						
164	EBIXCASH	13	4. SCOPE OF WORK, 1.50	Bidder shall comply with all the extant & new regulations, guidelines of the Bank's Information Security Policy, Guidelines of RBI, CERT-In, Respective Govt. Agencies and the Bank's policies and guidelines and provide such regulatory requirements at no additional cost to Bank till the warranty period	we suggest bank to include API Security Solution looking at dynamic changes in APIs and confidential data. OR We assume that bank has sufficient security policies in place. We also suggest bank to include security solution specific to API environment to take care OR we assume that bidder has to provide required API security solution to take care of the requirement	Please be guided as per the RFP
165	EBIXCASH	48	Annexure 1 Terms and Conditions 7 IMPLEMENTATION & TIMELINES	Completion of requirement Gathering and finalization, acceptance of final requirement gathering document (URS & SRS finalization of complete Solution), deployment of Onsite Implementation Team for Implementation. Installation at DC/DRS/UAT.	Go Live is considered for 25 APIs. We assume in 8 weeks from date of PO, we have to gather requirement for 25 APIs only. There may be dependencies on bank for various phases and we assume that delay due to bank dependencies will be considered	Please refer to the Corrigendum SL No.6.
166	EBIXCASH	48	Annexure 1 Terms and Conditions 7 IMPLEMENTATION & TIMELINES	Successful completion of UAT Sign off. of 25 APIs, Training and submission of Manuals, Documentations, SOPs, Reports. Migration, Integration, testing of at least 25 APIs (to be decided by the Bank)	We request bank to change it 36 weeks / mutual agreement after requirement phase or we request bank to share the list of 25 APIs to arrive the logical timelines	Please refer to the Corrigendum SL No.+.
167	EBIXCASH	22	Annexure 1 Terms and Conditions 7 IMPLEMENTATION & TIMELINES	Go Live with 25 APIs	We request bank to change it 36 weeks / mutual agreement after requirement phase or we request bank to share the list of 25 APIs to arrive the logical timelines	Please refer to the Corrigendum SL No.6.
168	EBIXCASH	48	Annexure 1 Terms and Conditions 7 IMPLEMENTATION & TIMELINES	Migration, integration, testing and go live of all existing APIs (approx. 500 APIs) on APIM Solution.	We request bank to change it mutual agreement after requirement phase or we request bank to share the list of all APIs to arrive the logical timelines	Please refer to the Corrigendum SL No.6.

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
169	EBIXCASH	122	SCORING METHODOLOGY	Experience of Bidder in implementation of APIM Solution as on the date of submission of the bid. Less than 6 years but 5 years or more: 5 Marks Less than 7 years but 6 years or more: 10 Marks 7 years or more: 15 Mark	API is niche area. We request bank to relax the scoring for more bidders participation	Please refer to the Corrigendum SL No.15.
170	EBIXCASH	122	SCORING METHODOLOGY	Successful implementation of proposed OEM's APIM Solution in Scheduled Commercial Banks / PSUs / Govt. Organizations in India 2 implementations- 5 Marks 3 implementations- 7.5 Marks 4 and above implementations- 10 Marks	API is niche area. We request bank to relax the scoring for more bidders participation	Please refer to the Corrigendum SL No.15.
171	EBIXCASH	86	ELIGIBILITY CRITERIA OF THE BIDDER ANNEXURE-III	The Bidder should have implemented APIM Solution in: Bidder should have implemented end to end APIM Solution (Full Life Cycle API Management Solution) in at least 2 (two) Scheduled Commercial Banks / PSUs / Govt. Organizations in India in last 3 years as on the date of bid submission of the RFP.: · Out of the above 2 implementations, at least one end to end APIM Solution (Full Life Cycle API Management Solution) implementation should be in scheduled commercial Bank · Out of the above 2 implementations, at least one end to end APIM Solution (Full Life Cycle API Management Solution) implementation should be of same OEM which the Bidder is offering to the Bank The solution should be running successfully in all the organizations. (implementations done by subsidiaries will not be accepted)	We request bank to make to BFSI/Payment Banks instead of just commercial bank.	Please refer to the Corrigendum SL No.12.
172	EBIXCASH	87	ELIGIBILITY CRITERIA OF THE BIDDER ANNEXURE-III	The Bidder should have experience of at least 5 years in APIM Solution Implementation as on the date of bid submission of the RFP	We request bank to make it to 3 years for more bidder participation	Please refer to the Corrigendum SL No.13.

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
173	EBIXCASH	87	ELIGIBILITY CRITERIA OF THE BIDDER ANNEXURE-III	The end to end APIM Solution (Full Life Cycle API Management Solution) of OEM being offered by the bidder to the Bank should have been successfully implemented in at least 2 (two) Scheduled Commercial Banks / PSUs / Govt. Organizations in India	We request bank to make to BFSI/Payment Banks instead of just commercial bank.	Please refer to the Corrigendum SL No.14.
174	EBIXCASH	89	ELIGIBILITY CRITERIA OF THE BIDDER ANNEXURE-III	The bidder must be CMMI level 5 Certified Company and the certificate should be valid as on date of bid submission.	We request bank to either remove or relax this clause for more bidders participation	Please be guided as per the RFP
CIPL						
175	CIPL	86	Eligibility Criteria - Point 2	<p>The Bidder should have implemented APIM Solution in: Bidder should have implemented end to end APIM Solution (Full Life Cycle API Management Solution) in at least 2 (two) Scheduled Commercial Banks / PSUs / Govt. Organizations in India in last 3 years as on the date of bid submission of the RFP.: * Out of the above 2 implementations, at least one end to end APIM Solution (Full Life Cycle API Management Solution) implementation should be in scheduled commercial Bank *Out of the above 2 implementations, at least one end to end APIM Solution (Full Life Cycle API Management Solution) implementation should be of same OEM which the Bidder is offering to the Bank The solution should be running successfully in all the organizations. (implementations done by subsidiaries will not be accepted)</p>	<p>We request for Bidder / OEM should have implemented end to end APIM Solution (Full Life Cycle API Management Solution) in at least 2 (two) Scheduled Commercial Banks / PSUs / Govt. Organizations in India in last 3 years as on the date of bid submission of the RFP.: Request to remove or change clause "implementations done by subsidiaries will not be accepted" to "Bidder / OEM implementations done by subsidiaries will be accepted"</p>	Please refer to the Corrigendum SL No.12.
176	CIPL	86	Eligibility Criteria - Point 3	The Bidder should have experience of at least 5 years in APIM Solution Implementation as on the date of bid submission of the RFP .	We request for The Bidder / OEM should have experience of at least 5 years in APIM Solution Implementation as on the date of bid submission of the RFP .	Please refer to the Corrigendum SL No. 13.
177	CIPL	87	Eligibility Criteria - Point 4	The end to end APIM Solution (Full Life Cycle API Management Solution) of OEM being offered by the bidder to the Bank should have been successfully implemented in at least 2 (two) Scheduled Commercial Banks / PSUs / Govt. Organizations in India	We request to change this "Kindly note that any of the above documents submitted must be sufficient enough to certify bidder's /OEM experience, must be authentic and must also contain all the material information as required in	Please refer to the Corrigendum SL No. 14.

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
178	CIPL	88	Eligibility Criteria - Point 5	<p>The bidder of Software Application should have an annual turnover of INR 100 Crores (Rupees One Hundred Crores) for each of the past three financial years (i.e. FY2019-20, FY2020-21 & FY2021-22)</p> <p>The bidder should have positive net worth during the last three consecutive financial years for which CA Certificate as per Annexure-IX and Audited Financial statements (Balance sheet and Profit & Loss statement) have been submitted.</p> <p>(Turnover should be of the bidder and not their parent/subsidiary company and should be from India based operations only)</p>	Please clarify " The bidder should have an annual turnover of INR 100 Crores (Rupees One Hundred Crores) for each of the past three financial years (i.e. FY2019-20, FY2020-21 & FY2021-22)"	Please be guided by the RFP
179	CIPL	88	Eligibility Criteria - Point 7	The bidder should be an OEM of the solution/app offered or its authorized representative in India having IP Rights of the customization.	Request to change "The bidder should be an OEM of the solution/app offered or its authorized representative in India "	Please be guided by the RFP
HPE						
180	HPE	89	Eligibility Criteria , Point 13 - Supporting documents need to be submitted	The bidder must be CMMI level 5 Certified Company and the certificate should be valid as on date of bid submission. Copy of certification depicting CMMI level 5.	<p>We request you to relax the supporting documents requirement clause: Please accept copy of CMMI Level 5 certification which is Under renewal. OR Please accept Global CMMI Level 5 certification (as HPE is an MNC)</p>	Please be guided by the RFP
181	HPE	86	Eligibility Criteria, Annexure III, Point 2	<p>The Bidder should have implemented APIM Solution in: Bidder should have implemented end to end APIM Solution (Full Life Cycle API Management Solution) in at least 2 (two) Scheduled Commercial Banks / PSUs / Govt. Organizations in India in last 3 years as on the date of bid submission of the RFP.:</p> <ul style="list-style-type: none"> Out of the above 2 implementations, at least one end to end APIM Solution (Full Life Cycle API Management Solution) implementation should be in scheduled commercial Bank Out of the above 2 implementations, at least one end to 	<p>We request you to relax the clause to : The Bidder/OEM should have implemented APIM Solution in: Bidder should have implemented end to end APIM Solution (Full Life Cycle API Management Solution) in at least 2 (two) Scheduled Commercial Banks / PSUs / Govt. Organizations in India in last 3 years as on the date of bid submission of the RFP.:</p> <ul style="list-style-type: none"> Out of the above 2 implementations, at least one end to end APIM Solution (Full Life Cycle API Management Solution) implementation should be in scheduled commercial Bank/Public Sector OR Out of the above 2 	Please refer to the Corrigendum SL No.12.

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				end APIM Solution (Full Life Cycle API Management Solution) implementation should be of same OEM which the Bidder is offering to the Bank The solution should be running successfully in all the organizations. (implementations done by subsidiaries will not be accepted)	implementations, at least one end to end APIM Solution (Full Life Cycle API Management Solution) implementation should be in scheduled commercial Bank either by Bidder/OEM · Out of the above 2 implementations, at least one end to end APIM Solution (Full Life Cycle API Management Solution) implementation should be of same OEM which the Bidder is offering to the Bank The solution should be running successfully in all the organizations. (implementations done by subsidiaries will not be accepted)	
182	HPE	87	Eligibility Criteria, Annexure III, Point 4	The end to end APIM Solution (Full Life Cycle API Management Solution) of OEM being offered by the bidder to the Bank should have been successfully implemented in at least 2 (two) Scheduled Commercial Banks / PSUs / Govt. Organizations in India	The end to end APIM Solution (Full Life Cycle API Management Solution) of OEM being offered by the bidder to the Bank should have been successfully implemented in at least 2 (two) Scheduled Commercial Banks / PSUs / Govt. Organizations/ Public Sector in India	Please refer to the Corrigendum SL No.14.
183	HPE	18	The scope of work includes following but is not limited to - 1.51	The Solution may be audited by RBI, any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the successful bidder within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal as well as external. The successful bidder should provide comply with all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost.	We request that any additional requirements over and above the requirements in the RFP stipulated by the RBI or any regulatory authorities after the audit shall be charged as per the market rates by the bidder.	Please be guided by the RFP
184	HPE	24	Escrow Arrangement - 5.1	Bidder has to agree to keep source code of proposed solution with approved / recognized escrow agency of Bank under escrow arrangements for entire project period. Cost of the escrow arrangement to be borne by Bank. Contract will be signed on mutually acceptable terms with Bank and escrow agent.	We request removal of this obligation since the software provided for this project will be intellectual property of the bidder and/or its vendors which will be used in various other projects.	Please be guided by the RFP
185	HPE	24	Escrow Arrangement - 5.4	The Bidder shall provide complete and legal documentation of all subsystems, licensed operating	We request that the initial remedy for any unlicensed software provided by the bank should be rectification	Please be guided by the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.	or substitution by a licensed software. If there is a claim, then the bidder should be entitled to defend and settle any such claims; provided that the bank gives prompt notice and cooperates with the bidder in defense of such claim.	
186	HPE	25	Escrow Arrangement - Other Conditions - 5.4 (d)	The offered solution shall be subject to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The vendor should provide solution and implementation for all the audit points raised by bank's internal/external team during the contract period without any extra cost.	Any audit to be conducted by the bank or its external consultants should be done after providing a reasonable notice of at least 15 days and shall be restricted to the software provided to the bank under the project and not any other aspects.	Please be guided by the RFP
187	HPE	25	Escrow Arrangement - Other Conditions - 5.4 (f) - (j)	f. Bidder should store all the data related to this project on servers/storages located in India. Data stored should be in encrypted and masked format g. There will be no upward revision of charges, irrespective of reasons- changes in duties, etc. (including exchange rate fluctuations, etc.) whatsoever, during the contract period. h. Maximum 2 SIs of the Principal/OEM/ Solution Provider can bid for the same solution of the Principal/OEM/ Solution Provider. i. If an IAR submits bid on behalf of the Principal/OEM, the same IAR shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. j. All proposed onsite resource should be on the company payroll for a period of minimum 6 months on the similar scope of work. Resources from franchise/partners on outsourcing mode are not acceptable. All resource(s) are may be required to clear interview process by Bank officials/ Bank appointed consultants as per the discretion of the Bank.		Please be guided as per the RFP
188	HPE	25	Escrow Arrangement - Other Conditions - 5.4 (j)	All proposed onsite resource should be on the company payroll for a period of minimum 6 months on the similar scope of work. Resources from franchise/partners on outsourcing mode are not acceptable. All resource(s) are may be required to clear interview process by Bank	We request deletion of this requirement since technically capable resources of sub-vendors or OEMs of bidders may not be on the bidder's payroll and would be difficult to acquire on payroll.	Please refer to the Corrigendum SL No.10.

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				officials/ Bank appointed consultants as per the discretion of the Bank.		
189	HPE	28	VALIDITY OF BID DOCUMENT - 7	All proposed onsite resource should be on the company payroll for a period of minimum 6 months on the similar scope of work. Resources from franchise/partners on outsourcing mode are not acceptable. All resource(s) are may be required to clear interview process by Bank officials/ Bank appointed consultants as per the discretion of the Bank.	We request that the validity of the bid be reduced to 60 days as 12 months is a long period for the prices in the bid to remain constant.	Please be guided as per the RFP
190	HPE	28	Bid Earnest Money - Cl. No. 10	Bidder has to submit the Bid Earnest Money (EMD) of Rs. 50 Lakhs (Rupees Fifty Lakhs only) (Registered MSE and Startup-India bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank), which should be submitted in the form of online deposit or Bank Guarantee (BG) favouring PUNJAB NATIONAL BANK, IT DIVISION New Delhi and filling all the details as per specified Annexure-XV. The BG should have a validity of 12 months from the date of submission of the bid with claim period of another 6 months. The BG/ details of EMD should be submitted at the time of bid submission.	We request that the PBG for EMD be valid for the earlier of the signing of the contract with the successful bidder or 60 days from the submission of the bid. Validity of PBG for EMD for 18 months is unreasonable.	Please be guided by the RFP
191	HPE	43	Confidentiality - 29 (7)	Even if a Vendor's employee leaves the job or his services are terminated/expires, the Vendor shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorised profits out of it. Vendor shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.	We request deletion of this clause as the bidder will not have any control over any ex-employee except by way of a contractual right to enforce non-disclosure by way of an injunction or other court process. Further, in the event that the Bidder is required to indemnify, then bidder should have the option to defend and settle with cooperation from, and prompt notification by, the customer.	Please be guided as per the RFP
192	HPE	44	Confidentiality - 29 (11)	The infraction of confidentiality terms shall constitute material breach of the Agreement, and the bank shall be entitled to take appropriate actions as available in law or under this Agreement against the Vendor as the case may be. VENDOR agrees to indemnify PNB against any loss suffered by PNB due to breach of confidential terms as mentioned hereinabove.	We request that in the event that the Bidder is required to indemnify, then bidder should have the option to defend and settle with cooperation from, and prompt notification by, the customer.	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
193	HPE	44	Force Majeure - 30	Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement and the Bank shall have the right to terminate this Agreement without giving any further notice to the Vendor. Bank reserves the right to assign the work to other Vendor without any consequences and claims.	We request that the bank's right to terminate should arise only if the force majeure conditions continue for a period of 60 days or more. Further, in the eventuality of termination, the bidder should be paid for all pending invoices as well as services provided till the date of termination.	Please be guided as per the RFP
194	HPE	46	Duration of Contract - 2	The contract will be start from the date of Service Level Agreement signed with the Bank and will be valid for a period of 5 years from the date of go-live (One-year warranty plus four years ATS). Warranty Services will commence from the date of go-live of the solution. ATS will start from the date of warranty end date. Bank, at its sole discretion, may extend the contract upto two (2) terms of one year each on same rates, terms & conditions, subject to satisfactory performance of the successful bidder. After end of the contract period, including period of extension, Bank may exercise an option to renegotiate with the vendor to continue the services as per mutually agreed terms and conditions.	BU to note on the rates after completion of warranty and AMC period and accordingly quote in its pricing.	Please refer to the Corrigendum SL No.5.
195	HPE	47	Performance Bank Guarantee - 3.1	The successful bidder will have to submit Performance Bank Guarantee amounting to 3% of the Contract value within one month of acceptance of purchase order & initially valid for a period of 5 years with claim period of another 12 months. In case of extension of the contract the PBG will have to be extended for such period of extension and with claim period of another 12 months	We request that the claim period of the bank guarantee be restricted till the duration of the contract or the extended period for the extended bank guarantee, as the case may be, and not for additional period of 12 months post completion of contract.	Please be guided as per the RFP
196	HPE	50	Acceptance Test - 8	All the delivered Product/Solution/Software items may be subjected to an acceptance test. Successful bidder has to arrange additional onsite support personal at the date and time mentioned by the Bank to assist in the acceptance test.	We request that the acceptance test be completed with a specified period of time like 10 days and if the deliverables are not accepted or rejected within such time, then they be subject to deemed acceptance. If there is any delay or failure in completion of the acceptance test by the Customer, then the bidder will not be able to raise an invoice for the work.	Please be guided by the RFP
197	HPE	50	Payment and Penalty - 9	Payment and Penalty	We request that all payments against invoices raised by the client be made within 30 days from the date of the invoices.	Please be guided by the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
198	HPE	51	Payment and Penalty - 9.1 - 9.7	Payment and Penalty	We request that the penalty for each line item be capped at 3% of the delayed portion of the deliverable or quarterly invoice in case of AMC as 10% is a huge sum which will cause loss to the bidder.	Please be guided as per the RFP
199	HPE	53	ERRONEOUS BEHAVIOUR OF THE SOLUTION OR THE SOLUTION NOT WORKING AS PER THE REQUIREMENT OF THE BANK - 9.3	If the solution, or any of its components including the individual APIs behaves erroneously which results in monetary or business loss to the Bank, then the entire amount of such loss shall be recovered from the bidder on actual basis.	We request that this clause be deleted as the liability of the bidder under this clause would not be commensurate with the scope and payments that it would receive. This is very very unreasonable.	Please be guided as per the RFP
200	HPE	57	Other Terms and Conditions	Bank reserves its right to recover the penalty amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder or from any dues that may be payable to the vendor under any previous contract with the Bank under the right of set off. Penalty can be deducted from any payment made to the Vendor.	We request that any penalty may be recovered from the bidder at the end of the contract and not deducted from the payments to be made.	Please be guided as per the RFP
201	HPE	57	Other Terms and Conditions	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.	We request that this clause be deleted as the liability of the bidder under this clause would not be commensurate with the scope and payments that it would receive. This is very very unreasonable.	Please be guided as per the RFP
202	HPE	58	Other Terms and Conditions	Wherever applicable as stated above while effecting any payment, deduction towards LD payment will be made. Hence the bidder should raise the invoice deducting the penalty amount	We request that any LD may be recovered from the bidder at the end of the contract and not deducted from the payments to be made.	Please be guided as per the RFP
203	HPE	58	Other Terms and Conditions	Payment shall be released on submission of necessary proof and documents like original Invoices, Warranty Certificates, completion of migration of existing APIs and Delivery of Software Licenses etc subject to acceptance by Bank, submission of Letter issued by Bank in respect of completion of User Acceptance Test (UAT), documents as	We request that all payments against invoices raised by the client be made within 30 days from the date of the invoices.	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				required by Bank like Manuals, Documentation, SOPs, Training etc		
204	HPE	59	SERVICE LEVEL AGREEMENT (SLA) - 10	The proposed engineer shall be on the company roll for a period of minimum six months on the similar scope of work. Resources from franchise/partners on outsourcing mode are not acceptable. All resources should clear interview process by Bank officials/ Bank appointed consultants.	We request deletion of this requirement since technically capable resources of sub-vendors or OEMs of bidders may not be on the bidder's payroll and would be difficult to acquire on payroll.	Please refer to the Corrigendum SL No.10.
205	HPE	59	WARRANTY & ANNUAL TECHNICAL SUPPORT(ATS) - 11	WARRANTY & ANNUAL TECHNICAL SUPPORT(ATS)	BU and Finance to check and confirm if acceptable. BU and Finance to also factor the same in the cost.	Please be guided as per the RFP
206	HPE	62	UPGRADES & UPDATES - 12	UPGRADES & UPDATES	BU and Finance to check and confirm if acceptable. BU and Finance to also factor the same in the cost.	Please be guided as per the RFP
207	HPE	68	TERMINATION OF AGREEMENT - 14.1	Bank shall have the right to terminate the Agreement, at any time during the Agreement period, after giving 30 day's advance notice including 15 days cure period to the VENDOR for reasons, including but not limited to the following: a. Non-capable resources or non-initiation of services within 7 days of order Agreement; b. Delay in execution of order placed by the Bank c. Discrepancies / deviations in the agreed processes and/or products; d. Failure of vendor to complete implementation of appliance within the time as specified in the RFP/under this Agreement; e. Violation of terms & conditions stipulated in the RFP to the extent not inconsistent with the terms and conditions laid out in present Agreement; f. Change in Bank's Policy; g. Unsatisfactory services/poor quality of product/services; h. The Bank may terminate the Agreement in case of breach of any of the representation and warranties as mentioned in this Agreement or in case of breach of any of the terms and condition as set forth in the Agreement.	We request that the reason for termination in sub-clause (e) and (h) be only in case of material breach and not any breach. We request deletion of sub-clause (f) as the same should not be ground for termination. We request that the reason for termination provided in sub-clauses (b), (c), (d) and (g) be done only after the penalty or LD cap has been breached and not every instance as such breaches are subject to LD/Penalty.	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
208	HPE	69	TERMINATION OF AGREEMENT - 14.2	Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending a 30 days -notice period to the Vendor without bearing any consequences.	We request that the notice period in this case be higher to about 60 - 90 days as there are personnel deployed who have to be disengaged which would involve costs to the bidder. Further, in case of such termination, the bank should pay all outstanding invoices as well as proportionate fees for service provided till date of termination.	Please be guided as per the RFP
209	HPE	69	TERMINATION OF AGREEMENT - 14.5	In case of termination due to reasons attributable to the Vendor as decided by the Bank, Bank reserves the right to allot the remaining work to another Vendor of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the bank incurs on this account, shall be payable by the Vendor.	We request that the bidder should not be liable for any costs associated with procurement of products from another vendor. Even if the vendor should be liable, the same should be to extend the bank has incurred additional costs over and above bidder's costs in procuring the services from other vendors, subject to a cap of upto 5% of the bidder's pricing.	Please be guided as per the RFP
210	HPE	69	TERMINATION OF AGREEMENT - 14.7	Upon expiry / Termination of the Agreement, Vendor shall be responsible to provide a smooth transition plan including all efforts for transfer/assignment of service contracts for uninterrupted continuation of services contemplated under this Agreement	In the event that the bidder has to provide transition after the termination of contract, then the bidder should be paid for any additional cost incurred by the bidder for such transition.	Please be guided as per the RFP
211	HPE		TERMINATION OF AGREEMENT - 14	TERMINATION OF AGREEMENT	In case of termination for any reason, the bank should pay all outstanding invoices as well as proportionate fees for service provided till date of termination. We request addition of this clause.	Please be guided as per the RFP
212	HPE	71	Visitorial Rights - 19	The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.	We request that any visit by the bank to the bidder's premises shall be done after providing a notice of at least 15 days. Further, the visit should be restricted to checking the matters related to the solution and the cost of such visit should be borne by the bank.	Please be guided as per the RFP
213	HPE	73	Indemnity - 23	The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract	We request that the indemnity be restricted to third party claims only and not for any claim under the agreement. Further, we request that the bidder be allowed to defend and settle with cooperation from, and prompt notification by, the customer.	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.		
214	HPE	75	Limitation of Liability - 32	<p>Vendor's aggregate liability under the Agreement shall be limited to a maximum of the Agreement value. For the purposes of this clause, Agreement value at any given point of time, means the aggregate value of the purchase orders, paid by bank to the Vendor that gives rise to claim, under this Agreement. In the following circumstances limitation of liability shall not apply and the Vendor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank:-</p> <p>a) Liability of Vendor for third party claims for IP Infringement;</p> <p>b) Liability of Vendor (including third party claims) in case of bodily injury (including Death);</p> <p>c) Liability of Vendor (including third party claims) in case of damage to real property and tangible property caused by the Vendors' gross negligence;</p> <p>d) Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing services under this Agreement;</p> <p>e) Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Agreement;</p> <p>f) Breach of the confidentiality;</p> <p>g) Employment liabilities for vendor's staff relating to the period of their employment within contractual period while</p>	<p>We request that the sub-clause (i) be deleted from this section as limitation of liability cap should cover the direct damages emanating from non-performance of the obligations under the contract. Further, we request the addition of the following provision on exclusion of indirect and consequential damages of the parties:</p> <p><i>To the full extent permitted by law, neither Party will be liable to the other in respect of any Claim for loss of profits, business, revenue, anticipated savings, goodwill, data or contracts or any type of special, indirect, economic, punitive or consequential loss (including loss or damage suffered as a result of any claims brought by a third party) even if such loss was reasonably foreseeable or the Party had been advised of the possibility of the Party incurring the same.</i></p>	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				working with Bank; h) Any liability/penalty/cost/compensation/charges etc. that cannot be capped or is excluded as a matter of applicable laws and imposed by the statutory authority/ government bodies/ court/tribunals etc. in relation to this Agreement, owing to the fault of the Vendor. i) Any other breach caused due to the non-performance of the obligations of the Vendor under the Agreement.		
215	HPE	76	INTELLECTUAL PROPERTY RIGHTS - 36	INTELLECTUAL PROPERTY RIGHTS	<p>We request addition of the following clause at the end of this clause:</p> <p>The Contractor and its sub-contractors will own all IPR in any materials, methodologies, processes, techniques, tools, forms, templates, and Software (collectively "Materials") that are:</p> <p>i) owned or licensed by the contractor, its subcontractors, or their respective affiliates prior to the effective date of the Contract;</p> <p>ii) developed by Contractor, its subcontractors, or their respective affiliates whether developed during or independently of performance of the Contract; and/or,</p> <p>iii) modifications, enhancements, and derivative works of the Materials .</p>	Please be guided as per the RFP
216	HPE	77	Indemnification - 34.1	VENDOR assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, expenses incurred and costs which are or may be required to be paid by reasons of any breach of the VENDOR's obligations under this Agreement or otherwise for which the VENDOR has assumed responsibilities including those imposed under any Agreement, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilised by the VENDOR in connection with the performance/discharge of its obligations under this Agreement. The VENDOR shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate	We request that the indemnity be restricted to third party claims only and not for any claim under the agreement.	Please be guided as per the RFP

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				the terms of this Agreement and to protect the Bank during the tenure of the Agreement.		
217	HPE	79	DISPUTE RESOLUTION /ARBITRATION - 36	All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, the matter may be referred to a sole arbitrator nominated by the Bank and the award made in pursuance thereof shall be binding on the parties. The venue of the arbitration shall be Delhi. The Arbitrator/Arbitrators shall give a reasoned award. Any challenge including appeal to the arbitral award shall be subject to the exclusive jurisdiction of courts at Delhi. VENDOR shall continue work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the approval of bank in writing that the events are such where work cannot possibly be continued or until the decision to the contrary of the arbitrator or the umpire, as the case may be, has been obtained by Vendor. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Vendor which may also be adjusted by the Bank from the Performance Bank Guarantee, being treated as default so that the business of the Bank is not disrupted.	We request that the sole arbitrator should be appointed by mutual agreement between the parties. Further, during the dispute, the bidder may perform the work which is not in dispute subject to payment but any work which is subject to a bona fide dispute should not be subject to the customer getting the work done from another vendor with cost to be paid by the bidder.	Please be guided as per the RFP
218	HPE	81	Audit - 45	Bank can conduct any third party inspection/audit for any phase. Successful Bidder/Vendor must take all necessary changes as mentioned by the results of these audit. Bank will incur the cost of appointment of a third party audit. Successful Bidder/Vendor must ensure that findings of the audit are successfully closed within 7 days from the intimation of the Bank. Vendor/Successful Bidder shall allow the bank, its authorised personnel, its auditors (internal and external) and/or other statutory authorities an unrestricted right to inspect and audit the operations and records directly	Any audit by the bank or third party should be restricted only to the solution provided under the contract. Further, any audit should be undertaken after providing a notice of at least 15 days.	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
				related to the services. The Cost and Accounting records will be out of the scope for the purpose of audit conducted by the Bank. If Vendor is outsourcing any portion of the above activity, it will be the responsibility of Vendor to ensure that authorities/officials as mentioned above are allowed access to places, systems, processes, records (except Cost and Accounting records) etc. of activity for inspection or verification.		
219	HPE	83	DATA PROTECTION - 49	Bidder will process Bank's personal data on Bank's behalf as part of the Services, bidder will comply with the Information Technology Act, 2000 and will comply with all applicable privacy and data protection provisions and applicable laws. Further, it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.	We understand that the bidder will not access any personal data of the customer and hence this should be deleted for not being applicable.	Please be guided as per the RFP
220	HPE	131	Integrity Pact - Disqualification from tender process and exclusion from future contracts. - Section 3	If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".	We request that the bidder be allowed to defend any allegations levelled against the bidder before termination since the actions by the customer after termination is damaging to the reputation of the bidder.	Please be guided as per the RFP
221	HPE	145	Confidentiality - cum - Non-disclosure Agreement, Damages - 6	Each party agrees to indemnify the other against loss suffered due to breach of contract / RFP / SLA and undertakes to make good the financial loss, Litigation charges, Arbitration Charges, other charges etc caused directly or indirectly by claims brought about by its customers or by third parties.	We request that the bidder be allowed to defend and settle with cooperation from, and prompt notification by, the customer.	Please be guided as per the RFP
222	HPE	13	1. The scope of work includes following but is not limited to:	1.2. The solution architecture should support 3-way DR setup (DC, DR and Near DR sites).	How you have envisaged 3 Way DR Architecture for APIM ? Is your Backend APIs/ESB being Architected to support 3-way DR? Kindly help us understand Architecture of your ESB/APIs to design DR for APIM.	Please be guided as per the RFP
223	HPE	13	1. The scope of work includes following but is not limited to:	1.3. The solution should support integration with all categories of API- Public API, Private API, Partner API, open API, etc.	Kindly explain exact integration requirements? Help us with required Intergration Protocol / Applications/ File Format etc	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
224	HPE	13	1. The scope of work includes following but is not limited to:	1.9. The Application should be sized for Active- Active cluster at DC & DR so that the solution and infrastructure can fall back on each other. DC – DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.	Our recommendation to go with active-active nodes within the main DC cluster. However the DR site has to be Passive by default. In case of a disaster where the main DC is not available, the DR site can be turned into active. Incse you are looking to setup Active -Active Site at DC & DR . Could you please elaborate the exact required configuration to provide a better answer?	Please be guided as per the RFP
225	HPE	13	1. The scope of work includes following but is not limited to:	1.10. Proposed solution should have highly scalable architecture, initially supporting atleast 500 transactions per second (TPS) considering an average payload of 100KB (max 15MB).	To provide the right solution, could you please elaborate the 15MB payload size use case and average no of 15MB transaction is expected?	Please be guided as per the RFP
226	HPE	14	1. The scope of work includes following but is not limited to:	1.11.Bidder has to provide the latest Benchmark report of any reputed external agencyfor the proposed product as per point number 1.5 above. Benchmark report shouldclearly highlight the performance metrics and level of scalability of the solution being offered.	Benchmark reports are done internally in OEM's LAB and not by the external parties. what would be the way forward? You may consider bidder to submit the Customer references running similar or more TPS currently running for any existing Customer?	Please be guided by the RFP
227	HPE	14	1. The scope of work includes following but is not limited to:	1.18.As a part of the project implementation, one resource from the OEM having adequate experience in APIM implementation has to be deployed onsite during the entire implementation period to supervise the installation and implementation process.	Will recommend to conside dedicated One remote OEM resources available to supervise the Installation and Implemnation.	Please refer to the Corrigendum SL No.1.
228	HPE	15	1. The scope of work includes following but is not limited to:	1.23. Bidder should provide perpetual Enterprise Wide Licenses required for all the applications, software, tools, components, etc. provided as a part of the APIM Solution. The licenses provided should have unrestricted access (without any limitation in no. of users, instances, installations, hardware etc.) and should not be tied to the hardware installed even after expiry of the contract. Bank will be free to reuse/port any of the software(s), tool(s), application(s), etc for any purpose in the future without any dependency on the Bidder or the APIM Solution. Necessary perpetual licenses/ proof of the tie-up arrangements with the OEM(s) is to be provided to the Bank.	All Software OEM's moving/moved to Subscription based licenses to ensure right support is available for customer. Will recommend to consider subscription based enterprise wide licenses. Just FYI - Subscription based licenses doesn't mean you can't use product once your subacription expires, It just customer will not receive hotfix/software updates and upgrade and support from OEM.	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
229	HPE	16	1. The scope of work includes following but is not limited to:	1.29.No freeware or open-source software, tool etc. shall be used as a part of this solution.	Could you explain what the RFP meant by no open source software? I'm assuming PNB is OK with Open source with commercial licenses for support and software update/upgrades?	Please be guided as per the RFP
230	HPE	18	1. The scope of work includes following but is not limited to:	1.47.Bidder has to provide dashboards and reports as required by the Bank from time to time, including but not limited to, availability, usage, performance, monitoring and maintenance etc. of APIM Solution with drill down facility to reach root cause of the failed event/service.	Kindly provide no of custom dashboard needs to be created/built during Implementation Period?	Please be guided by the RFP
231	HPE	21	1. The scope of work includes following but is not limited to:	1.63.The selected bidder may also be required to supply/implement APIM Solution, if required, for Bank's subsidiaries, sponsored RRBs and any other entity(s) (in case of merger of any other organization within PNB).	We are assuming PNB will raise CR for the required Licenses, Assessment, Implementation and Integration.	Please refer to the Corrigendum SL No.3.
232	HPE	25	Other conditions:	All proposed onsite resource should be on the company payroll for a period of minimum 6 months on the similar scope of work. Resources from franchise/partners on outsourcing mode are not acceptable. All resource(s) are may be required to clear interview process by Bank officials/ Bank appointed consultants as per the discretion of the Bank.	We request you to relax the clause: The Bidder shall not subcontract or permit anyone other than its personnel and the parties enlisted in the response to perform any of the work, service or other performance required of the Bidder under the contract without the prior written consent of the Bank (The same Clause is mentioned in RFPs released by RBI)	Please refer to the Corrigendum SL No.10.
233	HPE	48	7. IMPLEMENTATION & TIMELINES	Completion of requirement Gathering and finalization, acceptance of final requirement gathering document (URS & SRS finalization of complete Solution), deployment of Onsite Implementation Team for Implementation. Installation at DC/DRS/UAT.	Within 8 Weeks from Purchase Order (P.O.) date - Kindly increase this to minimum 18 weeks from date of PO . This is very critical phase of requirement gathering, workshop, Solution designing etc hence will request to consider the same.	Please be guided as per the RFP
234	HPE		7. IMPLEMENTATION & TIMELINES	Successful completion of UAT Sign off. of 25 APIs, Training and submission of Manuals, Documentations, SOPs, Reports Within 12 weeks from Purchase Order (P.O.) date Migration, Integration, testing of at least 25 APIs (to be decided by the Bank)	Within 12 weeks from Purchase Order (P.O.) date - Consider increasing this to 48 Weeks from date of PO	Please be guided as per the RFP
235	HPE		7. IMPLEMENTATION & TIMELINES	Migration, integration, testing and go live of all existing APIs (approx. 500 APIs) on APIM Solution.	Within 24 weeks from Purchase Order (P.O.) Kindly consider this to increase to 48 weeks. Onboarding 500 APIs is huge and complex task. Consider 8 weeks of extension overall	Please refer to the Corrigendum SL No.6.
236	HPE	Page 28 of 150	7. VALIDITY OF BID DOCUMENT	Bid shall remain valid for 12 months from last date of submission of bid prescribed by PNB. A bid valid for shorter period shall be rejected by the purchaser as non-	Bidder request to reduce bid validity to 6 months from last date of submission of bid	Please be guided as per the RFP

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				responsive. The bidder will be required to extend the validity of the bid, if requested by the Bank		
237	HPE	Page 46 of 150	2. DURATION OF CONTRACT	Bank, at its sole discretion, may extend the contract upto two (2) terms of one year each on same rates, terms & conditions, subject to satisfactory performance of the successful bidder.	Any extension beyond contract period will be mutually agreed and rate and Terms and conditions will be mutually decided.	Please be guided as per the RFP
238	HPE	Page 51 of 150	9.1 PENALTY DUE TO DELAY IN SERVICE DELIVERY	Eligible Amount for Payment	Bidder request to increase paymet as 1. Delivery of application SW - 70% of SL 1 of Table A 2. Completion of requirement gatehring - 30% of SL 2 of Table A 3. Migration of 25 APIs - 30% of SL 2 of Table A 4. Sucessful UAT - 20% of SL 1 + SL 2 of Table A 5. Go-live - 10% of SL 1 of Table A 6. Migration and project sign off of remaining APIs - 20% of SL 2 of Table A 7. ATS - Yealry advance 8. Onsite emgineer - Monthly arear 9. Training - On completion of Training 10. Add Man hours - Monthly in arrear of used man hours	Please be guided as per the RFP
239	HPE	Page 51 of 150	9.1 PENALTY DUE TO DELAY IN SERVICE DELIVERY	Maximum Penalty	Bidder request to charge penalty on value of undelivered portion only. Also for delay in service should be calculated on value of SL2 of Table A	Please be guided as per the RFP
240	HPE	Page 52 of 150	9.2 PENALTY DUE TO DOWNTIME OF COMPLETE SOLUTION	Penalty	Bidder request to calculate Penalty on ATS value post warranty and 10% of (SL1 + SL2) value during warranty period. Also maximum penalty should be capped to 10% of ATS value for that year	Please be guided as per the RFP
241	HPE	Page 53 of 150	9.3 ERRONEOUS BEHAVIOUR OF THE SOLUTION OR THE SOLUTION NOT WORKING AS PER THE REQUIREMENT OF THE BANK	Penalty	Bidder request to cap the penalty to 10% of ATS value	Please be guided as per the RFP

S. No	Bidder Name	RFP Page No	RFP Clause Name & No	RFP Clause	Bidders Query	Bank's Remarks
242	HPE	Page 54 of 150	9.4.1. During the one year warranty period	Penalty	Bidder request to cap the penalty to 10% of engineers cost for that month.	Please be guided as per the RFP
243	HPE	Page 54 of 150	9.5 DELAY IN RESOLUTION OF AUDIT OBSERVATIONS & NON RESOLUTION OF ISSUES & COMPLAINTS	From implementation till warranty period	Bidder request to charge penalty on value of 10% of (SL1 + SI2) of Table A instead on full value.	Please be guided as per the RFP
244	HPE	Page 57 of 150	Other Terms and Conditions:	Reference of A, B, C, D, E, F, H	Bidder understand, the reference is SL 1, 2, 3, 4, 5, 6, 7 of Table A of Page 124 of 150	Please be guided as per the RFP
245	HPE	Page 125 of 150	PERFORMA OF INDICATIVE COMMERCIAL OFFER	7. The multiplication factor as mentioned in above table (Table A) is only indicative and for the purpose of deriving the Total Cost for determining the H1 bidder. The actual quantity of any item ordered may vary according to the requirement of the Bank. In addition to the initial Order placed, Bank may place subsequent orders for any item, if required, at any time during the contract period of 5 years, at the unit rate finalized after Reverse Auction.	The Qty of the the items mentioned in table A needs to be finalized at the time of contracting. Any Addition in the item will be based on the rate mutually agreed. Since the items is subjected to price escalation due to multiple factor, same cannot be used to procuring additional quantity for 5 years.	Please be guided as per the RFP