

Punjab National Bank



Corrigendum-2

REQUEST FOR PROPOSAL FOR SELECTION OF SERVICE PROVIDER FOR THE DEVELOPMENT, IMPLEMENTATION, MANAGEMENT & MAINTENANCE OF A DIGITAL BUSINESS PLATFORM

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S.No.	RFP Page Number	RFP Clause Name and No.	RFP Clause	Bidder's Query / Suggestion / Remarks	Amendment Clause
1	86	25.1.12 Termination of Contract	If existing vendor is breach of this obligation, they shall be liable for paying a penalty of an amount equivalent to 10% of the contract values on demand to the Bank	It is requested to amend this clause as " If existing vendor is breach of this obligation, they shall be liable for paying a penalty of an amount equivalent to 5% of the contract values on demand to the Bank"	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA / NDA.
			Bank may also terminate the contract anytime during its currency, pursuant to change in guidelines issued by government / RBI and other statutory bodies affecting the Scope of Work defined under the contract.	It should be mutually discussed by the both party & suitable compensation should be paid to vendor.	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA
2	86-87	25.1.12- Termination of Contract	<p>Bank reserves the right to terminate the contract by giving 60 days' notice to the bidder, including 30 days curing period. The decision of the Bank regarding quality of services shall be final and binding on the bidder.</p> <p>Notwithstanding anything contained, the Bank reserves the right to terminate the contract at any time without assigning any reasons. In the event of any order being cancelled, the Bank shall be liable to make payments of all the amount due under the order for which services have been rendered by the Bidder to the Bank till the date of cancellation.</p> <p>In case of order cancellation any</p>	As per the Addendum / Corrigendum, the last para suggests that the vendors has to return any payment made by the Bank. Request bank to remove this para as the previous para suggests that the bank will make necessary payments due till the time of termination or order cancellation. Also, the payments are milestone based which is getting paid upon completion of milestone.	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA

			payments made by the Bank to the vendor would necessarily will have to be returned to the bank, further the vendor will also be required to compensate the Bank for any direct loss incurred by the Bank due to cancellation of the contract any additional expenditure incurred by the Bank to appoint any other vendor. This is after repaying the original amount paid.		
3	90	25.1.20 Liquidated Damages	Bank may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 1(one) percent of the undelivered portion of contract value for every week of delay or part thereof, subject to a maximum of 10% of the overall contract value.	It is requested to amend this clause as "Bank may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 0.5 (half) percent of the undelivered portion of contract value for every week of delay or part thereof, subject to a maximum of 5% of the overall contract value.	This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA
4	85	25.1.20. Liquidated Damages	Bank may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 1(one) percent of the undelivered portion of contract value for every week of delay or part thereof, subject to a maximum of 10% of the overall contract value.	Bidder requests Bank to decrease 1% to 0.5% of contract value for every week of delay and max of 2% of the overall contract value as there are penalties in addition to the liquidated damages	This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA
5	85	25.1.20. Liquidated Damages	subject to a maximum of 10% of the overall contract value Bank may at its option demand and recover from the Vendor(s) an amount equivalent to 1 (one) percent of the incomplete portion	Bidder requests Bank to decrease 1% to 0.5% of contract value for every week of delay and max of 2% of the overall contract value as there	This will be discussed mutually with successful Bidder at the time of signing of

			of services for every week of delay or part thereof.	are penalties in addition to the liquidated damages	contract/SLA/NDA
6	91	25.1.20 Liquidated Damages	Similarly, for delay in Services, subject to a maximum of 10% of the overall contract value Bank may at its option demand and recover from the Vendor(s) an amount equivalent to 1 (one) percent of the incomplete portion of services for every week of delay or part thereof.	It is requested to amend this clause as "Similarly, for delay in Services, subject to a maximum of 5% of the overall contract value Bank may at its option demand and recover from the Vendor(s) an amount equivalent to 0.5 (half) percent of the incomplete portion of services for every week of delay or part thereof.	This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA
7	76	24.30. Force Majeure (Applicable to Successful Bidder/Vendor);	Provided that the Successful bidder and the bank shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes. Unless otherwise directed by the Bank in writing, the Successful bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event. Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held	Provided that the Successful bidder and the bank shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes. Unless otherwise directed by the Bank in writing, the Successful bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not	This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA

			<p>liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate the contract/PO without giving any further notice to the bidder. The Bank reserves the right to assign the work to other service providers without any consequences and claims.</p>	<p>prevented by the Force Majeure event. Provided further that in case of delay in Services, which shall be solely <u>mutually</u> decided by the parties <u>Bank</u>, the parties <u>Bank</u> shall not be held liable for non-performance of its obligations under the contract. <u>In the event of the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. If such an event lasts for a continuous period of thirty (30) days, then and the either party</u> <u>Bank</u> shall have the right to terminate the contract/PO without <u>by</u> giving any further notice <u>in writing</u> to the other bidder. The Bank reserves the right to assign the work to other service providers without any consequences and claims. <u>However Bidder shall be entitled to receive payments for all services rendered by it under this Agreement.</u></p>	
8	77	Non-Exclusivity; (NDA)	<p>Notwithstanding anything contained in the present Agreement, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more service provider(s) to provide like services</p>	<p>Notwithstanding anything contained in the present Agreement, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one</p>	<p>This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA</p>

			concurrently or otherwise during the currency of this Agreement.	or more service provider(s) to provide like services concurrently or otherwise during the currency of this Agreement. <u>Notwithstanding the above, the Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal/agreement.</u>	
9	65	24.32. (iv) Service Level Agreement	The bidder is expected to provide service levels as defined by the bank on case to case basis depending on the criticality of project during the warranty period. In case these service levels cannot be achieved at service levels defined in the project, it shall result in a breach of agreement and invoke the penalty clause	Any service levels shall be mutually agreed by the Parties. Bidder fails to achieve the service levels solely for the reasons attributable to the Bidder, then Bank may invoke the penalty clause.	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA/NDA
10	79	24.32. Service Level Agreement	The sum total of penalties will not exceed 10% of order value.	The sum total of penalties will not exceed 10% of <u>delayed services or deliverables</u> order value.	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA/NDA
11	65	25.1.2. 3. Signing of Contract	Within 15(Fifteen) days from notification of successful bidder, The successful bidder shall sign the contract and return it to the Bank.	Bidder requests bank to read this clause as follows: Within 15 days from notification of successful bidder or any other period as agreed by the parties mutually from notification	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA/NDA

				of successful bidder, the successful bidder shall sign the contract and return it to the Bank.	
12	81	25.1.2. Signing of Contract;	25.1.2.5. Failures of vendors to adhere to said agreed terms & conditions of RFP or, any attempt to get the same changed from Bank latter on, shall not be accepted by Bank under any circumstances and may lead to cancellation of empanelment and penal action against such bidder, as the Bank may found suitable including invoking the PBG and/or black-listing of such vendor.	25.1.2.5. Failures of vendors to adhere to said agreed terms & conditions of RFP or, any attempt to get the same changed from Bank latter on, shall not be accepted by Bank under any circumstances and may lead to cancellation of empanelment and penal action against such bidder, as the Bank may found suitable including invoking the PBG and/or black-listing of such vendor.	This will be discussed mutually with successful Bidder at the time of signing of contract /SLA/NDA
13	79	25.1.11. Indemnity	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, negligence or/and misconduct under these general conditions	Bidder requests Bank to replace the words obligation, negligence and/or misconduct as "material obligations, gross negligence or/and willful misconduct"	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA / NDA
14	81	25.1.11. Indemnity	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	Bidder requests Bank to delete this language and compensation to all persons employed by the bidder in connection with the performance can be included under LOL capping as this will be too onerous on bidder.	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA

15	82	25.1.11. Indemnity	Indemnity	Bidder proposes new sub - clause under indemnity as below: Bank shall indemnify Bidder for: i) breach of confidential information; and (ii) infringement of intellectual property rights and (iii) violation of applicable laws	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA / NDA
16	84	25.1.11. Indemnity	The Successful 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, negligence or/and misconduct 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	We suggest to modify this clause as follows: The Successful bidder, to the extent solely and entirely attributable to the Successful bidder, assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, reasonable costs, reasonable expenses, taxes (except GST) and assessments including penalties, attorney's fees and court costs, all above preceding resulted from third party claim, which are or may be required to be paid by reasons of any breach of the bidder's confidentiality obligation, gross negligence or/and willful misconduct under these general	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA

			<p>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 Contract/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.</p>	<p>conditions, 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.</p> <p>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 deliverable supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend 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; provided however, bidder shall not be responsible for matters relating to or arising from (a) modification or combination of deliverable with any hardware, software, data, or other materials not approved/provided by bidder; or (b) Bank's failure to comply with the instructions</p>	
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				<p>or requirements specified in documentation provided by bidder; (c) Bidder's compliance with Bank's specifications, design or requirements with respect to deliverable; or (d) Bidder's use or deployment of deliverable for any illegal or unlawful or unauthorized purpose.</p> <p>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, Bidder 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.</p>	
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				<p>No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.</p> <p>If any deliverable becomes the subject of any Claim or if a court judgment is made that any deliverable does infringe, or if the use of deliverable is restricted, Vendor at its sole option and expense shall:</p> <p>a. Obtain for the Bank the right to continue to use the deliverable;</p> <p>b. Replace or modify the deliverable so that it becomes non-infringing; or</p> <p>c. provide substitute non-infringing deliverable.</p> <p>d. If none of the above (a), (b) or (c) is possible, Bank shall cease using the deliverable in infringing manner and return such infringing deliverable to Bidder and Bidder will refund the consideration received from the Bank for the infringing deliverable on a pro rata portion basis for the period of use considering life of deliverable as</p>	
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				<p>five (5) years. The provisions of this Section shall be the sole and exclusive remedy for Bank in respect of third-party intellectual property infringement claims. Bidder shall be paid in full for the deliverables that are subject of the indemnification claim.</p> <p>Notwithstanding anything contained anywhere in this RFP, any use of the third-party materials, software, platform provided by the Bidder to the Bank shall be governed by the applicable terms and conditions of such third-party materials. Bank agrees to execute and comply (including signing of end user license agreement/terms of service) with the terms of such third-party materials at the time of finalization of the contract/agreement.</p>	
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17	84	25.1.11. Indemnity	<p>The Successful 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, negligence or/and misconduct 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 Contract/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.</p>	<p>The Successful 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, <u>reasonable</u> 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, negligence or/and misconduct under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any <u>contract violation of any</u>, 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</p>	<p>This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA</p>
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				<p>Contract/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.</p>	
			<p>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 deliverable 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 will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.</p>	<p>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 deliverable 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 will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.</p>	<p>This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA</p>

				<p><u>Please add this clause to the existing clause : Supplier shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Supplier's compliance with Bank's specific technical designs or instructions (except where Supplier knew or should have known that such compliance was likely to result in an Infringement Claim and Supplier did not inform Bank of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material; (iii) modification of a Deliverable after delivery by Supplier to Bank if such modification was not made by or on behalf of the Supplier; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Supplier; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in</u></p>	
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				<p><u>accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Supplier ; or (v) use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Supplier .</u></p>	
				<p><u>Please add this clause to the existing clause : Bank shall not be entitled to seek any indemnification from the Supplier unless Bank provides the supplier with (i) prompt written notice of any claim, demand or action for which Bank is seeking or may seek indemnification hereunder and gives the supplier the right to have sole control over the defense and settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such</u></p>	

				<u>claim; (iii) reasonably cooperate with the supplier in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the supplier, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing.</u>	
18	86	25.1.12. Termination of Contract	<p>The quality of services given by the bidder & performance of the services provided by the bidder will be reviewed monthly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving 30 days' notice to the bidder, including 15 days curing period. The decision of the Bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 30 days, for any valid reason</p>	<p>The clause should be modified as : The quality of services given by the bidder & performance of the services provided by the bidder will be reviewed monthly and if the services are not found <u>as per the agreed scope</u> satisfactory, the Bank reserves the right to terminate the contract by giving 360 30 days' notice to the bidder, including 15–30 days curing period. The decision of the Bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 30 days, for any valid reason</p>	<p>This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA</p>

			<p>Notwithstanding anything contained, the Bank reserves the right to terminate the contract at any time without assigning any reasons.</p>	<p>The clause should be modified as: Notwithstanding anything contained, the Bank reserves the right to terminate the contract at any time without assigning any reasons. <u>In the event of any order being cancelled, the Bank shall be liable to make payments of all the amount due under the order for which services have been rendered by the Bidder to the Bank till the date of cancellation.</u></p>	<p>This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA</p>
			<p>In case of termination of contract for the reasons that the services of vendor are not found satisfactory”, the Bank shall be free to Blacklist the vendor thereby debarring them from participating in future Bids/Tender processes. • In case of order cancellation any payments made by the Bank to the vendor would necessarily will have to be returned to the bank with interest to the bank @ 15% per annum, further the vendor will also be required to compensate the Bank for any direct loss incurred by the Bank due to cancellation of the contract any additional expenditure incurred by the Bank to appoint any other vendor. This is after repaying the original amount paid</p>	<p><u>The clause should be modified as : Bidder shall also have the right to cancel the agreement if the Bank commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same within 15 days provided for curing such breach.</u>In case of termination of contract for the reasons that the services of vendor are not found satisfactory”, the Bank shall be free to Blacklist the vendor thereby debarring them from participating in future Bids/Tender processes. • In case of order cancellation any payments made by the Bank to the vendor would necessarily will have to be returned to the bank with interest to the bank @</p>	<p>This will be discussed mutually with successful Bidder at the time of signing of contract / SLA/ NDA</p>

				15% per annum, further the vendor will also be required to compensate the Bank for any direct loss incurred by the Bank due to cancellation of the contract any additional expenditure incurred by the Bank to appoint any other vendor. This is after repaying the original amount paid.	
19			The supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible to compensate the bank against such financial loss, including all expenses and court and legal fees.	<ul style="list-style-type: none"> The supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible to compensate the bank against such financial loss, including all expenses and court and legal fees.	This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA
			<p>The Bank will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.</p> <ul style="list-style-type: none"> The Bidder shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the bidder, including-all inventions, designs and marks 	<ul style="list-style-type: none"> The Bank will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim. <u>The Bank shall also allow the Vendor, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own</u> 	This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA

			embodied therein in perpetuity.	<u>choosing.</u>	
				<ul style="list-style-type: none"> The Bidder shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the bidder, including all inventions, designs and marks embodied therein in perpetuity. 	This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA
				<u>Vendor shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Vendor's compliance with Bank's specific technical designs or instructions (except where Vendor knew or should have known that such compliance was likely to result in an Infringement Claim and Vendor did not inform Bank of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material; (iii) modification of a Deliverable after delivery by</u>	This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA

				<u>Vendor to Bank if such modification was not made by or on behalf of the Vendor; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Vendor; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Vendor ; or (v) use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Vendor .</u>	
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				<p><u>In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Vendor is required to indemnify Bank under this section according to a final decision of the courts or in the view of Vendor, Vendor, may at its own expense and option: (i) procure for Bank the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Vendor shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 5 year</u></p>	<p>This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA</p>
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				<p><u>period basis. The foregoing provides for the entire liability of the Vendor and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights.</u></p>	
				<p><u>The Bank warrants that all software, information, data, materials and other assistance provided by it under this agreement shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Vendor harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.</u></p>	<p>This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA</p>
20	84	25.1.19. Limitation of Liability	Limitation of liability	<p>Proposes new sub-clause under Limitation of liability as below: Notwithstanding anything contained herein to the contrary, the bidder shall not be responsible to the Bank and/or any third party for any indirect,</p>	<p>Notwithstanding anything contained herein to the contrary, the bidder shall not be responsible to the Bank and/or any third party for any indirect, incidental, punitive, exemplary, consequential losses, or</p>

			willful misconduct attributable to the Vendor while providing services under the Agreement; • Liability of the Vendor in case of fraudulent acts or willful misrepresentation attributable to the Vendor regarding the services provided under the Agreement b) Liability for an infringement of a third party's IPR by the bidder; c) Employment liabilities for bidder's staff relating to the period of their employment within contractual period while working with purchaser Bank and; d) Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc. e) Any other breach caused due to the non-performance of the obligations of the bidder under the Agreement. f) This limit shall not apply to third party claims.		Bidder at the time of signing of contract / SLA /NDA .
				• Liability of Vendor (including third party claims) in case of bodily injury (including death),	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA
				• Liability of Vendor (including third party claims) in case of damage to real property and tangible property caused by Vendor's gross negligence,	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA
				• Liability of the Vendor in case of third party claims for gross negligence or willful misconduct attributable to the Vendor while providing services under the Agreement;	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA
				• Liability of the Vendor in case of fraudulent acts or willful misrepresentation attributable to the Vendor regarding the services provided under the Agreement	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA
				b) Liability for an infringement of a third party's IPR by the bidder; c) Employment liabilities for bidder's staff relating to the period of their employment within contractual period while working with purchaser Bank and;	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA

				d) Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA
				e) Any other breach caused due to the non-performance of the obligations of the bidder under the Agreement.	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA
				f) This limit shall not apply to third party claims.	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA
				<u>Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.</u>	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA

				<u>Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Bank or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank. Such failures or delays shall be brought to the notice of the Bank and subject to mutual agreement with the Bank, then Bidder shall take such actions as may be necessary to correct or remedy</u>	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA
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				<p><u>the failures or delays. Bidder shall be entitled to invoice the Bank for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.</u></p>	
23	90	25.1.20. Liquidated Damages;	Bank may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 1(one) percent of the undelivered portion of contract value for every week of delay or part thereof, subject to a maximum of 10% of the overall contract value	Bank may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 1(one) percent of the undelivered portion of contract value for every week of delay or part thereof, subject to a maximum of 10 ⁵ % of the overall <u>delayed services or deliverables</u> contract value . <u>The liquidated damage shall be payable only for the SLA breach for reasons solely attributable for the Bidder and such liquidated damage shall be Bank's sole and exclusive remedy for all delays herein.</u>	This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA
24	157	Annexure-XIX Performa for Integrity Pact	I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand	<u>Request to modify the clause as :</u> I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement,	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA

			disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.	which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. Subject to the deviations submitted along with the bid proposal, I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.	
25	160	Annexure-XIX Performa for Integrity Pact	Section 3-Disqualification from tender process and exclusion from future contracts. 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 existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.	<u>Request to modify the clause as :</u> Section 3-Disqualification from tender process and exclusion from future contracts. 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 current tender process or take action as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA / NDA
26	160	Annexure-XIX Performa for Integrity Pact	(2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the	<u>Request to modify the clause as :</u> (2). If the Bidder makes incorrect statement on this subject, he can be disqualified	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA

			procedure mentioned in" Guidelines on Banning of business dealing".	from the tender process— or action can be taken as per the procedure mentioned in" Guidelines on Banning of business dealing" .	/NDA
27	162	Annexure-XIX Performa for Integrity Pact	This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.	Request to modify the clause as : This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under termination/expiration of the contract, and for all other Bidders 6 3 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA
28	165	Annexure-XX Non-Disclosure Agreement	2.2.3 Limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation	2.2.3 Limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation	2.2.3 Limit access to such Confidential Information to those of its directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation
29	167	Annexure-XX Non-Disclosure Agreement	The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Confidential Information) will be valid for perpetual basis from the date of execution of Service Level Agreement which term may be extended by mutual consent in writing of both the parties. This Agreement may be terminated by the BANK by giving thirty (30) days' notice in writing	Request to modify the clause as : The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Confidential Information) will be valid for perpetual basis from the date of execution of Service Level Agreement which term may be extended by mutual consent in writing of both the	This will be discussed mutually with successful Bidder at the time of signing of contract / SLA /NDA

			to the other party without assigning any reason whatsoever.	parties. This Agreement may be terminated by the BANK either parties by giving thirty (30) days' notice in writing to the other party without assigning any reason whatsoever.	
30	167	Annexure-XX Non-Disclosure Agreement	The obligations of each party hereunder will continue and be binding irrespective of whether the discussion between the parties materialize into a specific understanding/ business relationship or not, however, this agreement on Confidentiality and Non-Disclosure of Confidential Information) is perpetual basis even after termination/ expiry of the Agreement.	The NDA duration cannot be perpetual hence request to modify the clause as : The obligations of each party hereunder will continue and be binding irrespective of whether the discussion between the parties materialize into a specific understanding/ business relationship or not, however, this agreement on Confidentiality and Non-Disclosure of Confidential Information) is perpetual shall be for the resultant Service Level Agreement period and two (2) years thereafter basis even after termination/ expiry of the said Agreement.	This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA
31	167	Annexure-XX Non-Disclosure Agreement	8Damanges (c) Each party agrees to indemnify the other against loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.	Damages for breach of NDA shall be governed by the said contract for this project hence request to modify the clause as _____: 8 _____ Damanges (c) Each party agrees to indemnify the other against loss suffered due to breach of terms of this agreement and	This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA

				undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.	
32	169	Annexure-XX Non-Disclosure Agreement	18.Indemnity The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims etc. incurred by the Disclosing Party as a result of a breach of this Agreement.	Indemnity for breach of NDA shall be governed by the said contact for this project hence request to modify the clause as : 18. Indemnity The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims etc. incurred by the Disclosing Party as a result of a breach of this Agreement.	This will be discussed mutually with successful Bidder at the time of signing of contract/SLA/NDA
33	25	Technical & Architecture Requirements 7.1.2	Minimum 3 such type of "Digital Business Platform / Digital Lending Platform" implementation with modern micro services-based cloud native architecture with Financial services Organizations in India, at- least 1 in SCB.or Minimum 3 Such types of "Digital Business Platform / Digital Lending Platform" implementations with modern micro services based on-Prem architecture with Financial Services Organization in India at least 1 in SCB		Minimum 2 such type of "Digital Business Platform / Digital Lending Platform" implementation with modern micro services-based cloud native architecture with Financial services Organizations in India, at- least 1 in SCB.or Minimum 2Such types of "Digital Business Platform / Digital Lending Platform" implementations with

					modern micro services based on-Prem architecture with Financial Services Organization in India at least 1 in SCB
34	13	2. Broad Scope of Work	2.1.23. Addition Point		The DBP Solution may be extended to Bank sponsored RRB's, and other subsidiaries if desired by Bank on mutual discussion.