



PASCHIM BANGA GRAMIN BANK

HEAD OFFICE: Natabar Paul Road, Chatterjee Para More, Tikiapara, Howrah- 711 101

Phone No.: 2667-0052/6078/9327/9961, Fax No: 2667-0051/9589

SELECTION OF VENDOR FOR MIGRATION OF CORE BANKING SOLUTION FROM FINACLE 7.0.18 TO FINACLE 10.2.25 AND FACILITY MANAGEMENT SERVICES FOR CORE BANKING SYSTEM (FINACLE 10.2.25) FOR FIVE YEARS (E –TENDER)

RFP Ref. No: PBGB/HO/DIT/765/2023-24 Date: 27/06/2023.

Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s).

Dt. 14-07-2023

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought / Suggestions of the Bidder	Reply to Query
1	39	RFP Clause 9.1	Finacle Version Upgrade (Migration to new version 10.2.25) and data migration through OSD (Original Software Developer) of Application.	Bidder understanding is that the primary responsibility of the migration is with bidder with support from OSD as needed for migration. Please confirm bidder understanding.	Clause stands as per RFP
2	41	RFP Clause 3.5	Customization porting of 7.x sources to 10.x including Unit Testing keeping 1500 customization sources as maximum.	Please provide a detailed list of 1500 existing customization for Bidder to assess and prepare the customization.	List will be shared with selected vendor



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3	46	RFP Clause 8.1	Application Security Testing would be done post implementation.	Bidder understanding is that the application security testing including VAPT will be performed by Bank/its testing partner. Please confirm.	Security testing will be done by Bank
4	47	RFP Clause 9.1	Vendor need to perform minimum of 4 DC-DR drill in each year (at least once in a quarter) during the contract period and as per the discretion of the bank as and when required.	Bidder understanding is that DC-DR will be scheduled and performed by Bank with its infra and other partners. Bidder will support Bank in executing the DC-DR drill as application management Partner. Please confirm Bidder understanding.	Selected vendor for application support has to co-ordinate for DR -drill.
5	50	RFP Clause 9.4	L1 Service Desk for application Finacle 10.x	Request Bank to clarify whether bidder can leverage the ticketing tool provided by Bank or should bidder bring its own tool? Please clarify.	EMS toll will be provided by Bank
6	51	RFP Clause 9.4	L1 support team will be responsible for first level of trouble shooting for all the applications, hardware / infrastructure components, links etc. taken over / supported by the Vendor or provisioned by the Vendor through this RFP.	Request Bank to remove trouble shooting of Hardware/Infrastructure components from L1 support team scope as infra is outside the scope of L1 support team.	Please refer corrigendum



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7	51	RFP Clause 9.4	The Bank also reserves the right to change the locations of helpdesks at its discretion.	Bidder request any change in helpdesk location other than Bangalore and Kolkata to be done through change management process and on mutually agreed terms. Please confirm.	Helpdesk will be in either location of Kolkata / Howrah
8	54	RFP Clause 9.5	The Vendor should also note that the setup at the L2 helpdesk must provide for 1 supervisor and/or 1 support personnel from the Bank.	This requirement is not clear. Please clarify.	The Vendor should also note that the setup at the L2 helpdesk must provide for 1 supervisor to monitor the Helpdesk activities.



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9	55	RFP Clause 9.9	<p>All audit points raised by the auditor should be complied by the Vendor in consultation with Bank's IT team without any additional cost to the Bank within 60 days of its notification by the Bank.</p> <p>During warranty and AMC / ATS period, the Vendor needs to comply with security and system audit observation without any additional cost to the Bank.</p>	<p>Bidder understanding is that to comply with the audit findings if any new solution is required, then such points will be addressed through change management process on mutually agreed terms. Please confirm</p>	<p>Clause stands as per RFP</p>
10	50	RFP Clause 9.3	<p>During the contract period all Change Request within the purview of Finacle 10.2.25 should be provided free of cost to Bank within the technical feasibility of Finacle 10.2.25.</p>	<p>Bidder understanding is not all CR can be provided free of cost as it depends on the scope and solution of the CR and can vary from minimal impact to major impacts including procurement of additional solutions, infra etc. Hence we request Bank to remove the free of cost clause from the statement.</p>	<p>Clause stands as per RFP</p>



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11	56	RFP Clause 9.13	For Bulk data and transaction processing, the servers or VMs should be re-sized to perform all the transaction within required time. Server should be tuned to handle flash processing of high volume of transactions.	The server/VM resizing requirements to be handled by infrastructure team. The application support team can provide feasible recommendations only. Please confirm bidder understanding is correct.	Please refer corrigendum
12	56	RFP Clause 9.13	Vendor s should engineer the sizing of the servers and Virtual Machines to meet the above requirements.	Server sizing and procurement is outside the scope of the bidder. However, bidder can provide recommendations based on experience and OSD inputs. Please confirm bidder understanding is correct?	Please refer corrigendum
13	66	RFP Clause 3	The Vendor needs to execute a Service Level Agreement (SLA) with Paschim Banga Gramin Bank covering all terms and conditions of this RFP.	Request Bank to provide the proposed SLA details for bidder consideration.	Clause stands as per RFP



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14	67	RFP Clause 4	Payment related to Table A	Request Bank to include the following additional payment milestones 15% payment to be post Gap analysis 35% Payment post deployment of software for UAT	Clause stands as per RFP
15	59	RFP Clause 10.1	L2 Application Management Minimum no. of Resources Per Shift 1 - 24x7x365 2 - 8 a.m. to 8 p.m.	Considering the support window of 24X7X365, we request Bank to increase the minimum no of resources to 5 instead of 3	Total 3 (Three) seats of L2 Application Helpdesk is required, out of which one seat for 24X7X365, while other two seats for 8a.m. to 8 p.m.
16	62	RFP Clause 11.3	Post Migration support – Closure of Issues found in migration Audit and Closure signoff by Bank. From M9 to M11	Requesting Bank to provide SLA holiday during the post migration support period as the system will be still under stabilization phase.	Clause stands as per RFP
17	59	RFP Clause 10.2	Resource Qualification & Experience	Request to also include Any Graduation as qualification for PROGRAM MANAGER	Clause stands as per RFP



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18	61	RFP Clause 11.3	Project Time Line	In view of the past experience and stable delivery, request you to make the Go-Live in Month 10 instead of Month 8	Clause stands as per RFP
19		General Query	GL Tallying	In the existing Finacle Version 7, are all the GL Balances tallied upto date	Will be shared with selected vendor
20	40	RFP Clause 3.2 Sub Point 5	Finacle Core 7 to 10 - porting of customization menu approx. 200 nos.	How many Finacle product menus have been customized for additional data capture, custom validations etc	210 Customised menus are there apart from Finacle core menu.
21	40	RFP Clause 3.2 Sub Point 6	Reports porting – (Approx. 150)	Should we port the reports on AS-IS basis using MRT?	MRT tool can be used
22	40	RFP Clause 3.2 Sub Point 7	Customer Master to CIF porting	Whether proper classification of customers available -Retail or Corporate	Yes it is available
23	40	RFP Clause 3.2 Sub Point 7	Customer Master to CIF porting	Whether Primary SOL ID for the customers defined appropriately?	Yes it is available



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24	49	RFP Clause 9.3	All the maintenance and support during this extended support period would be on-site only.	Can we plan some resources at DR Bangalore in view of Business Continuity Plan?	Maximum one resource at Bangalore can be deployed. However, vendor can deploy more resource in addition to requirement in Kolkata/Howrah for better management.
25	52	RFP Clause 9.4	System Integrator needs to provide a menu driven start / stop of application services, which the L1 team will use for refreshing the services as and when required and monitoring their status.	Finacle CBS services could not be menu driven due to product limitations. Also maintenance & operations of CBS services is recommended to be done only by L2.	Bidder may customise menu for application services start & stop for better management.
26		General Query	SSL Certificate	Whether Bank will provide the SSL certificate required for production and other environments or should SI arrange for it?	Bank will provide SSL certificates.



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27	67	4. Payment Terms- Finacle Migration Cost	<p>Payment related to Table A</p> <p>a. 50% of the cost of Finacle 10.x migration cost (table A), will be payable after successful completion of UAT of Finacle 10.2.25 with all the functionalities of the said software, including implementation of all hardware (Finacle & Biometric), software (related to Finacle & Biometric), network equipment at DC & DR sites and acceptance sign-off from the Bank realizing penalty charges, if any.</p> <p>b. 30% of the cost of Finacle 10.x migration cost (table A), will be payable after two weeks of successful migration (Go-Live) of Finacle 7.0.18 version to 10.2.25 with all the functionalities of the said software, including implementation of all hardware (Finacle & Biometric), software (related to Finacle & Biometric), network equipment at DC & DR sites and acceptance sign-off from the Bank realizing penalty charges, if any.</p>	<p>Bidder proposes the following:</p> <p>Payment related to Table A</p> <p>a. On Completion of DRG- 20%- M2 b. On Completion of UAT- 50%- M5 c. On Completion of Simulation Run- 20%- M6 d. After Go-Live- 10%- M8</p>	<p>Clause stands as per RFP</p>
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			<p>c. Remaining 20% of Finacle 10.x migration cost (table A), will be payable after three months of successful migration of Finacle 7.0.18 version to 10.2.25 with all the functionalities of the said software, including implementation of all hardware (Finacle & Biometric), software (related to Finacle & Biometric), network equipment at DC & DR sites and acceptance sign-off from the Bank realizing penalty charges, if any</p>		
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28	67	4. Payment Terms- Facility Management Services	Payment related to Table B a. The charges for Facility Management Resources would be payable quarterly in arrears, at the end of the month , on actuals, as per the bill submitted by the Vendor and on verification of the Bank after realizing penalty charges, if any.	Bidder proposes the following: Payment related to Table B The charges for Facility Management Resources would be payable monthly in advance	Clause stands as per RFP
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29	RFP is Silent on Payment days- Due date of Invoice	RFP is Silent on Payment days- Due date of Invoice	Bidder proposes following terms: i. All undisputed invoices to be paid within 30 days from the date of invoice. ii. Any delay in payment of undisputed invoices will attract interest for late payment @ 1% per month iii. Bidder has rights to terminate or suspend the services in case of non-payment of undisputed invoice iv. SLA penalty would be adjusted through a credit note and will be paid without GST.	No addition of clause
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30	68	6. Perform ance Bank Guara ntee	<p>The Vendor, within 15 days from the date of letter of intent (LOI) will have to furnish a Performance Bank Guarantee, format as per Annexure – G, issued by any scheduled commercial bank (other than Bank) equivalent to 10% of the total project cost valid for 63 months</p> <p>Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the vendor is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time and such breach remains uncured within such period as mentioned in the termination clauses.</p>	<p>Bidder requests the following:</p> <p>Bidder proposes Bank Guarantee to be issued at 3% of the Annual Contract Value to be renewed every contract anniversary on the subsequent years' annual contract value.</p> <p>PBG can be invoked only for material breach. Bidder proposes 30 days cure period before invoking PBG.</p>	Clause stands as per RFP
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31	68	7. Uptime & Penalty	Total penalty imposed by the Bank under this contract shall not exceed 10% of the order value (TCO).	Bidder proposes to cap maximum penalty for SLAs at 5% of monthly payable charges for any given month. Total overall penalty to be capped at 5% of Total Contract Value.	Clause stands as per RFP
32	69	8. Liquida ted Damag e	Notwithstanding Bank's right to cancel the order, liquidated damages at 0.5% (one half percent) of the TCO will be charged for every week's delay in the specified eight months duration for Go-Live of Finacle 10.x application subject to a maximum of 10% of the total cost of ownership	Bidder proposes LD to be computed at the rate of 0.5% of the value of the delayed deliverables per each week of delay , subject to maximum 5% of the relevant delayed deliverable value. Liquidated damages should be applicable only in the event of delay in delivery solely attributable to the Bidder.	clause stands as per RFP



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33	72	13. Right to Alter Quantities	<p>The Bank reserves the right to alter the number of hardware hardware/software/licenses specified in the tender in the event of changes in plans of the Bank. Any decision of Bank in this regard shall be final, conclusive and binding on the vendor. The bank reserves the right to place order for additional hardware/software/licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware/software/licenses as mentioned above. Bank reserves the right to alter the quantities at any time not exceeding 25% of the total contract value without prior notice to the vendor(s).</p>	<p>Bidder requests deletion of this clause. Price should be valid for entire scope of work mentioned in RFP and will not be subject to reduction in quantity. Any additional quantity can be managed through change request</p>	<p>Clause stands as per RFP</p>
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34	75	18. Order Cancel lation	<p>In case of cancellation of order</p> <p>i. In case the Vendor fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the Vendor with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.</p> <p>ii. If the vendor does not perform satisfactorily or delays execution of order, Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days' notice for the same. In this event the vendor is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which Bank may have to incur in executing the balance order</p>	<p>Since bidder will not be paid for undelivered services, hence in such case bidders liability will be restricted to 10% of the incremental cost of undelivered services quoted by the bidder.</p>	<p>Clause stands as per RFP</p>
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35	11 8	20. Order Cancel lation	iv. In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank. if vendor fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.	Bidder request to delete this clause.	Clause stands as per RFP
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36	12 5	30. Termination	viii. After award of the contract, if the vendor does not perform satisfactorily or delays execution of the contract, BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the vendor is bound to make good the additional expenditure, which BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.	Since bidder will not be paid for undelivered services, hence in such case bidders liability will be restricted to 10% of the incremental cost of undelivered services quoted by the bidder.	Clause stands as per RFP
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37	12 6	31. Termination for Convenience	The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. In case of Termination of Convenience Bank will provide notice period of 90 days inclusion cure period of 30 days.	Bidder shall have mutual right of termination for convenience by providing 90 days notice period.	Clause stands as per RFP
38	12 6	33. Termination for Default	In case of Termination for Default Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute	Bidder shall have mutual right of termination for default by providing 90 days notice period.	Clause stands as per RFP



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39	101	Annexure - F Eligibility Criteria Note	Credential letter should be undersigned with the rank of DGM/VP or above.	Request Bank to consider a self certification by Bidder's Authorized signatory / Credential letter should be undersigned with the rank of AGM/DGM/VP or above.	Please refer corrigendum
40	37	2.3 Commercial Evaluation	b. The L1 bidder will be selected on the basis of the amount quoted in the Reverse Auction process for the proposed solution.	We submit that this RFP is for Finacle migration and post upgrade Finacle support which is mission critical core application, hence Quality of services (QoS) & optimal solutioning is paramount for the Bank. Hence Reverse auction model in our view is not recommended for such crucial services as it may lead to drop in quality of services. We suggest the Bank to modify the commercial evaluation to L1 bidder selection based on lowest price bid submission and modify the clause to "The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as L1 Bidder."	Please refer corrigendum



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41	93	ANNEXURE – A	our offer shall remain valid for one year from the date of commercial bid opening and it remain binding upon us which may be accepted by The Bank any time before expiry of one year.	Request Bank to change bid validity to 6 months	Clause stands as per RFP
42	70	9 Price Validity	The System Integrator will be required to keep the price valid for a period of 01 year (12 months) from the date of issuance of 1st Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 12 months and Bank may place the additional Purchase Orders to the System Integrator for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – E during the price validity period of 12 months	Request to kindly have the price validity till 6 months owing to volatile market condition.	Clause stands as per RFP



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43	10 0	2. Eligibility Criteria	<p>6. The bidder should have experience in implementation & maintenance of Finacle application in at least one Bank in India having more than 500 branches operation in the last 5 years. --- A copy of Purchase Order and the necessary experience certificate along with reference letter having experience of implementation & maintenance of Finacle application in Bank to be enclosed with the bid documents.</p>	<p>As per our understanding finacle migration is also considered as "implementation" experience. We request the bank to modify this clause as --- The bidder should have experience in delivery, integration, installation /Finacle upgrade, management & maintenance of Finacle Core Banking Solution in last 8 years in at least one Public Sector Bank / Regional Rural Bank in India having more than 500 branches --- A copy of purchase order and reference letters/ completion certificates of implementation/ Finacle upgrade & maintenance of Finacle application in Bank to be enclosed with the bid documents.</p>	Please refer corrigendum
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44	13 3	43.B (v)	v) withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation.....	withdrawal of a bid, or refusal to accept an award <i>which was mutually agreed Agreement</i> , or enter into <i>mutually agreed</i> contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation.....	Clause stands as per RFP
45	16	4	4. Earnest Money Deposit	<i>Bidder requests for 30 days cure period notice and incase Bidder fails to rectify the breach within thirty days then Bank can invoke the forfeiture of the EMD.</i>	Clause stands as per RFP
46	24	24	A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.		Clause stands as per RFP
47	24	24	Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for annulment of the award....	Failure of the successful bidder to agree <i>mutually agreed terms and conditions of</i> with the Draft -Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for annulment of the award.....	Clause stands as per RFP



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48		Silent on IPR - Protection language of third party IP	<i>Bidder request for the protection language of background IP, foreground IP and third party IP - Bidder request to add below language under the clause Intellectual Property Rights: (a) All pre-existing "Intellectual Property Rights" or "IP" (means all materials, copyrights, patents, trademarks, know-how, methodologies, processes, techniques, tools, forms, templates, software, inventions, discoveries, service marks, design rights, trade secrets (whether registered or unregistered) and all other similar intellectual proprietary rights) shall belong to the Party or third party that owned such rights. All modifications, enhancements and derivative works on pre-existing "Intellectual Property Rights" shall belong to the Party or third party that owned such pre-existing Intellectual Property Rights. (Hereinafter referred to as "Pre-Existing IP") (b) All IP developed, or created, or customized by Bidder, its affiliates</i>	No addition of clause
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and subcontractors, in connection with the Agreement, including deliverables developed for Bank and/or jointly with Bank shall be owned by Bidder except for "Pre-Existing IP" of other Party or a third party. Bidder grants to Bank non-exclusive, non-transferable, worldwide, royalty free license to use such IPs solely for Bank's internal business purposes during the term of the contract.

(c) Any third-party IP(s) or product(s) will be provided in accordance with respective third party's terms and conditions.''



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49	12 4	27	<p>27. Signing of Contract The System Integrator(s) shall be required to enter into a service level agreement (SLA) with Bank, within 15 days of the award of the Bid through a Letter of Intent or within such extended period as may be specified.</p>	<p><i>Bidder request to reword the language as below in clause 27.</i> <i>Signing of Contract:</i> The System Integrator(s) shall be required to enter into a <i>mutually agreed</i> service level agreement (SLA) with Bank, within 15 <i>thirty (30)</i> days of the award of the Bid through a Letter of Intent or within such extended period as may be specified. <i>Both the Parties acknowledge and agree that the Contract will have precedence over the RFP, subsequent response to the pre-bid queries, amendments, addendum and corrigendum. However, in the event of the Clauses which are not explicitly covered under the Contract, they will have interpretation and bearing as defined in the RFP, response to the pre-bid queries, amendments, addendum and corrigendum.</i></p>	Clause stands as per RFP
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50	12 0	21. Indemnity	<ul style="list-style-type: none">• Non-compliance of the Vendor with applicable Laws / Governmental Requirements to its scope under this Contract, IP infringement;... <p>I. Vendor's aggregate liability in connection with obligations undertaken as a part under this Contract regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.</p> <p>.....However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.....</p>	<ul style="list-style-type: none">• Non-compliance of the Vendor with applicable Laws / Governmental Requirements to its Vendor's scope as <i>identified</i> under this Contract, IP infringement;... <p>I. Vendor's aggregate liability in connection with obligations undertaken as a part under this Contract regardless of the form or nature of the action giving rise to such liability (whether in contract, <i>including indemnities</i>, tort or otherwise), shall be at actual and limited to the Total Contract Value.</p> <p>.....However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.....</p>	Clause stands as per RFP
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51	12 9	38. Limitati on of Liability	As there are two limitation of liability we request to removal of clause 38	As there are two limitation of liability I,e. in clause 21 and 38, we request to removal of clause 38. - As there are two limitation of liability, we suggest to reiterate the corrigendum wherein liability mentioned in Indemnity clause was retained - RFP Ref. No: PBGB/HO/DIT/198/2023-24 Date: 03/05/2023	Limitation of Liability is only clause having no. 36 in part V
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52	13 2	43. Blacklist ing	<p>43. Blacklisting GROUNDS FOR DISQUALIFICATION & BLACKLISTING – Delivery to confirm – upon basis of delivery suggestion I shall incorporate the changes</p> <p>Grounds for Disqualification & Blacklisting (B) Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract: Commission of any act of: i) submission of a bid, proposal or any other document that is known or should be known by the System Integrator to be false, misleading or non- meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process; ii) any documented unsolicited attempt by the System Integrator to unduly influence the decision making</p>	<p>43. Blacklisting GROUNDS FOR DISQUALIFICATION & BLACKLISTING – <i>Bidder requests for 30 days cure period notice and incase Bidder fails to rectify the breach within thirty days then Bank can invoke this clause.</i></p> <p>(D) The Bank will disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor <i>incase Bidder fails cure the breach within 30 days from the receipt of breach notice.</i></p>	clause stands as per RFP
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	<p>process of the Bank while determining the eligibility screening/selection process in favour of the System Integrator;</p> <p>iii) unauthorized use of one's name or using the name of another for purpose of bidding;</p> <p>iv) breach of the terms of a public contract by a wilful or material failure to perform in accordance with the terms thereof;</p> <p>v) withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the System Integrator had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;</p> <p>vi) refusal or failure to furnish the required performance security within the prescribed time frame;</p> <p>vii) refusal to clarify or validate the Bid submitted, in writing, within a period of</p>	
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	<p>seven (7) calendar days from receipt of the request for clarification if sought by the Bank;</p> <p>viii) that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible System Integrator not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;</p> <p>ix) lack of integrity or honesty or fraud, bribery, collusion or conspiracy;</p> <p>x) failure by the System Integrator/Vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.,;</p> <p>xi) failure by the System Integrator/Vendor to fully and faithfully comply with its contractual obligations</p>	
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		<p>without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:</p> <ul style="list-style-type: none">a. Employment of competent technical personal, competent engineers and/or work supervisors;b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;d. Deployment of committed equipment, facilities, support staff and manpower; ande. Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.		
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			<p>(D) The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor.</p>		
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53	14	2. Eligibility Criteria	Point 7 : The Bidder/OEM should have service / support infrastructure in Kolkata and Bengaluru for after sale support and maintenance of offered hardware and software.	Bidder resources will be working from the stated locations of bank. Request Bank to allow bidder to open the BO in either Kolkata or Bangalore within 3 months of getting shortlisted.	Please refer corrigendum
54	40	3. Finacle Version Upgrade (Migration to new version 10.2.25) and data migration by OSD of Application:	3.2 : During the migration process, the SI shall engage OSD of Finacle i.e. M/s. Infosys for their direct support in following activities in migration process. A confirmation letter from OSD should be submitted along with Technical Bid. However, SI is the sole responsible for migration of the Finacle 10.x version in our Bank including Application installation, environment readiness, data migration, porting of customization, Integration of Interfaces, etc.	Services from Infosys We request Bank to make it mandatory that these services to be taken from Infosys. This is for better standardization and normalization.	Clause stands as per RFP



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55	56	9.13 Perform ance Require ment	Performance Parameter Server Utilization < 50%	Performance requirement This threshold is too low, request bank to keep it < 70%.	clause stands as per RFP
56	61 - 62	11.3 Project Time Line	Testing activities (System Integration Testing, Performance Testing and User Acceptance Testing on migrated data) are not included in the timeline Minimum of 3 months are required for completion of testing activities in the best case scenario	Testing activities (System Integration Testing, Performance Testing and User Acceptance Testing on migrated data) are not included in the timeline Minimum of 3 months are required for completion of testing activities in the best case scenario We request Bank to consider addition of testing in schedule and extension of timeline for Go-live to M11-M12. Post Migration support can be 3 months from M12	Clause stands as per RFP



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57	62	Project Go-Live: This project will be said to Go-Live when	It is Vendor's responsibility to complete the migration process in time. The Go Live of the project must be completed on or before 31st March 2024 To expedite the process, Vendor should engage adequate engineers to complete the migration process before scheduled time well in advance.	Any capping of end date of a project is impractical without having a fixed start date We request Bank to consider deletion of this clause as confirmation of end date without an agreed start date is not realistic. And with only 8 months from the date of current submission of RFP till the capped end date, this clause cannot be met.	Clause stands as per RFP
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58	75	18 Order Cancel lation	<p>Eligibility on support infrastructure In case of cancellation of order</p> <p>i. In case the Vendor fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the Vendor with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.</p> <p>ii. If the Vendor does not perform satisfactorily or delays execution of order, Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days' notice for the same. In this event the Vendor is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.</p>	We request Bank to consider 100% capping of original quoted cost in both the points	Clause stands as per RFP
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59	81	25. Signing of Contra ct	Contract signing The vendor (s) shall be required to enter into a service level agreement (SLA) with Bank, within 15 days of the award of the Bid through a Letter of Intent or within such extended period as may be specified.	Request Bank to make the following change in the clause: The vendor (s) shall be required to enter into a service level agreement (SLA) with Bank, within 30 days of the award of the Bid through a Letter of Intent or within such extended period as may be specified.	Clause stands as per RFP
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60	38	4 Award of Contract	<p>The contract shall be awarded to and the order shall be placed with selected L1 bidder based on the price quoted by the bidder in Commercial evaluation process. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. Conditional or qualified acceptance shall be rejected. The effective date for start of provisional contract with the selected bidder shall be the date of acceptance of the order by the bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.</p>	<p>Reverse auction in commercial evaluation process</p> <p>Request Bank to provide clarity on how the final commercial will be shared with the required break ups after the reverse auction process</p>	Clause stands as per RFP
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61	58 - 59	10. Manpower requirement for FM Service	10.1 Minimum Resource Deployment during contract period.	<p>Suggestion on Minimum Resource Deployment during contract period</p> <p>Request bank to mandatorily recommend total number of resources at all levels as follows with acceptance of SLA and penalty: Program Manager: 1 (general shift on working days) L1 : 4 (spread over 8 AM to 8 PM on working days) L2 : 5 (spread over 8 am to 8 pm, at least one will be 24x7) Customization including C24 : 3 (spread over 8 AM to 8 PM on working days)</p>	Clause stands as per RFP
62	13	2. Eligibility	2.The bidder must have minimum annual turnover of Rs.100 crores each in last three financial years i.e. 2019-20,2020-21 & 2021-22. This must be annual company turnover and not that of any group of companies.	<p>MSME Exception Request bank to allow exception under the provisions of RFP clause-14 (page 19)</p>	clause stands as per RFP



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63	14	2. Eligibility	6. The bidders should have experience in implementation and maintenance of Finacle application in at least one bank in India having more than 500 branches operation in the last five years.	MSME Exception Request bank to allow exception under the provisions of RFP clause-14 (page 19)	Clause stands as per RFP
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64	34 2.2 Techni cal evaluat ion	<p>1. Bidders credentials strength (Maximum mark 30).</p> <p>1. The bidder should have successfully executed at least one implementation and maintenance project of finagle core banking application during The last 10 years in at least one bank having a minimum of 500 branches in India-15 marks</p> <p>2. For the second project bidder should have successfully executed implementation and maintenance projects of finacle core banking application including finacle version migration with OSD during the last 10 years in at least one bank in India having a minimum of 500 during the branches in India -10 marks.</p> <p>3. For the third project bidder should have successfully executed implementation and maintenance project of finacle core banking application, including finacle version migration with OSD during the last 10 years in at least one bank/RRB in India having a minimum of 500 branches in India-additional 5 marks</p>	<p>Request bank to relax this clause for MSME bidders as per clause 14, page number 19 of the RFP.</p>	<p>Clause stands as per RFP</p>
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65	59	RFP Clause 10.2	Resource Qualification & Experience	Request Bank to permit other Graduate / Diploma candidates with relevant experience as well	Clause stands as per RFP
66	67	4. Payment Terms- Finacle Migration Cost	Payment related to Table A a. 50% of the cost of Finacle 10.x migration cost (table A), will be payable after successful completion of UAT ... b. 30% of the cost of Finacle 10.x migration cost (table A), will be payable after two weeks of successful migration (Go-Live) c. Remaining 20% of Finacle 10.x migration cost (table A), will be payable after three months of successful migration	We request for below changes --- Payment related to Table A a. 30% on SRS Sign-off b. 50% on Successful Completion of UAT including Customization in UAT c. 20% On Go-Live d. 10% after 3 months of Go-LIVE	Clause stands as per RFP



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67	67	4. Payme nt Terms- Facility Manag ement Service s	Payment related to Table B a. The charges for Facility Management Resources would be payable quarterly in arrears, at the end of the month , on actuals, as per the bill submitted by the Vendor and on verification of the Bank after realizing penalty charges, if any.	We request for FMS charges to be paid monthly in arrears rather than Quarterly to help with periodic cash flow	Clause stands as per RFP
68		Invoice Payme nt Terms	Not Available	We request for payment to be released within 30 days from the date of invoice.	No addition of clause
69	24	24	A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.	While the acceptance is there in principle, considering the complexity and criticality of services, Bidders are required to submit certain considerations for the overall solution parameters. Kindly allow for such submissions as required for technical solutioning aspects.	Clause stands as per RFP



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70	14	2. Eligibility Criteria	6. The bidder should have experience in implementation & maintenance of Finacle application in at least one Bank in India having more than 500 branches operation in the last 5 years.	The bidder should have experience in implementation/ customisation & maintenance of Finacle application in at least one Bank in India having more than 500 branches operation in the last 5 years.	Please refer corrigendum
71	34	2.2 Technical Evaluation Criteria	Bidder should have successfully executed at least one implementation and maintenance project of Finacle Core Banking application during the last ten years in at least one Bank having a minimum of 500 branches in India - 15 Marks	Bidder should have successfully executed at least one implementation / customisation and maintenance project of Finacle Core Banking application during the last ten years in at least one Bank having a minimum of 500 branches in India - 15 Marks	Please refer corrigendum
72	14	2. Eligibility Criteria	The bidder must have minimum annual turnover of Rs. 100 Crore each in last three financial years i.e. 2019-20, 2020-21 & 2021-22. This must be the individual company turnover and not that of any group of companies.	the turnover requirement -seeking relaxation from Rs 100 cr. to Rs 25 cr.	Please refer corrigendum



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73	N A	2. Eligibility Criteria	Additional Clause Requested for Eligibility Criteria	The bidder should have experience in implementation of Finacle 10.x application in at least one Scheduled Bank in India - Copy of Purchase Order to be submitted as documentary proof	No addition of clause
74	19	Part –II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS, 14. MSME Bidder	A. Exemption: To reduce transaction cost of doing business, MSEs will be facilitated by providing them tender documents free of cost, exempting MSEs from payment of earnest money deposit, adopting e- procurement to bring transparency in tendering process. However, exemption from paying Performance Bank Guarantee is not covered under the policy. MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment.....	BBSSL being registered as a "Small" services enterprise under MSME would like to avail these exemptions namely, getting tender documents free of cost, exemption from paying EMD, relaxation in turnover (say about Rs 25 Cr), etc. Please confirm	Clause stands as per RFP