



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

Dt. 05-08-2023

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).

S.No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Query sought / Suggestions of the Bidder	Reply to Query
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1	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 &</p>	<p>Bidder proposes the following:</p> <p>Payment related to Table A</p> <p>a. On Completion of DRG (Detailed Requirement Sign Off)- 20%- M2</p> <p>b. On Completion of UAT- 50%- M5</p> <p>c. On Completion of Simulation Run with Migrated Data - 10%- M6</p> <p>d. After Go-Live- 20%- M8</p>	<p>Please refer Corrigendum</p>
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		<p>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>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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2	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.	Payment related to Table B Bidder requests payment related to charges for Facility Management Resources to be paid monthly in arrear	Please refer Corrigendum
3		RFP is Silent on Payment days- Due date of Invoice	RFP is Silent on Payment days- Due date of Invoice	Bidder requests for payment of all undisputed invoices to be paid within 30 days from the date of invoice.	Clause stands as per RFP



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4	69	8. Liquidated Damage	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 price of the undelivered portion for every week of delay , in the specified eight months duration for Go-Live of Finacle 10.x application subject to a maximum of 10% of total price of undelivered portion Liquidated damages should be applicable only in the event of delay in delivery solely attributable to the Bidder.	Clause is self explanatory
5	59	RFP Clause 10.1	L2 Application Management Minimum no. of Resources Per Shift 1 - 24x7x365 2 - 8 a.m. to 8 p.m.	The minimum number of Resources to cover 24X7X365 shift support window as suggested in the RFP is not sufficient. We need to run minimum 3 shifts with weekends and holidays also accounted. Hence Request Bank to increase the minimum resource count mandated for L2 Application Management in the RFP to total 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. Bidder may quote additional resources to manage the



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					Finacle application regular operation.
6			Silent on IPR - Protection language of third party IP	<i>Bidder request for minor modifications as below: Any third-party IP(s) or product(s) will be provided in accordance with respective third party's terms and conditions.'</i>	Clause stands as per RFP
7	85	36. Limitation of Liability	As there are two limitation of liability we request to removal of clause 38	<i>As there are two limitation of liability I.e. in clause 19 and 36, we request to removal of clause 36 in its entirety .</i>	Clause stands as per RFP



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8	81 and 83	25	<p>25. Signing of ContractThe vendor will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank. [page no. 81]</p> <p>32. Consequences of TerminationNothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to Bank under law or otherwise..... [page no. 84]</p>	<p><i>As Customer has already have remedies like termination, liquidated damages and SLA penalties we insist to remove requirement of Deed of Indemnity and request to minor modification as below:</i></p> <p>Signing of ContractThe System Integrator will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.</p> <p>32. Consequences of TerminationNothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to Bank under law or otherwise..... [page no. 84]</p>	Please refer Corrigendum
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9	76	19 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 an 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>	<p><i>Bidder request for minor modifications as below:</i></p> <ul style="list-style-type: none"> • Non-compliance of the Vendor with applicable Laws / Governmental Requirements to its <i>Vendor's</i> 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 an 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 <i>regulatory authorities</i>.....</p>	Clause stands as per RFP
10	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



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	100	Pt.5 Annexure – F Eligibility Criteria Compliance	The bidder should have Agreement with OSD of the Finacle Application for direct Migration support by OSD, which is mandatory and it should be as per role of OSD as defined in the RFP	Request to kindly modify as below: The bidder should have Agreement with OSD of the Finacle Application which is mandatory and it should be as per role of OSD as defined in the RFP	Please refer Corrigendum
	40	3.2	Finacle Version Upgrade and data migration by OSD of Application During the migration process, 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.	We request to change this as per below: During the migration process, the SI shall engage OSD of Finacle i.e. M/s. Edgeverve for 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. Table for "OSD Role: Finacle Implementation Review" OSD will review the following activities undertaken by the bank's	Please refer Corrigendum



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			Table for "Domestic Implementation – Description"	Implementation partner: Review Implementation plan Review of Implementation architecture for Finacle scope Resolution of product issues reported by the implementation partner. It is assumed that the first level analysis will be done by the partner. Clarifications on Product capabilities and features Review Go-live readiness.	
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