

Addendum 1

Clause in RFP:

Sr No.	Clause in RFP	Clarifications/ Changes made
1	<p>Annexure 02 – Bid Evaluation Terms A. Eligibility Bid Evaluation C Experience & Support Infrastructure</p> <p>1. The bidder / OEM through its partners should have implemented the proposed solution (& is currently supporting) in at least -3- Public Sector Banks having more than 2000 branches in India. (out of which in at least -2- PSBs minimum -10-modules out of all the required modules as per RFP should have been implemented).</p> <p>Supporting Documents required to be submitted as under:</p> <p><i>Documentary Proof to be attached along with order / contract copy / confirmatory letter from serving Bank.</i></p>	<p>Annexure 02 – Bid Evaluation Terms A. Eligibility Bid Evaluation C Experience & Support Infrastructure</p> <p>1. The bidder / OEM through its partners should have implemented the proposed solution (and is currently supporting) in at least -2- Public Sector Banks having at least 2000 branches in India wherein minimum 10 modules (inclusive of RBIA and Concurrent Audit modules) in each bank, out of all required modules mentioned in the RFP, have been successfully implemented to the satisfaction of the implementing Bank.</p> <p>Supporting Documents required to be submitted as under:</p> <p><i>Documentary proof to be attached along with order / contract copy/ confirmatory letter/ Satisfactory performance letter issued by the serving Bank.</i></p>
2	<p>Annexure 02 – Bid Evaluation Terms A. Eligibility Bid Evaluation *Additional Clause</p>	<p>Bidder needs to confirm that they are not owned or controlled by any director, or key managerial personnel, or approver of the Bank, or their relatives. The terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time.</p> <p>Bidder also undertakes to inform the Bank in writing if any such occasion arises in future where such ownership or control is exercised by any director, or key managerial personnel, or approver of the Bank, or their relatives.</p>

Sr No.	Clause in RFP	Clarifications/ Changes made
		Supporting Documents required: <i>Letter of confirmation from Bidder (self-certified letter signed by authorized official of the bidder)</i>
	Annexure 12 – Project Details Scope of Work <u>Details of other functionalities:</u> <ul style="list-style-type: none"> ➤ Identification of Audit Universe ▪ Any Other Audited Unit as required & deemed fit / decided by Management 	Clause deleted
	Annexure 14 – Masked Commercial Bid Table 2 : Break up of Sr No 1 of Table 1 : Breakup of Enterprise License Cost of all Modules to be implemented in RFP 21. Any other Audit	Clause deleted
	Annexure 14 – Masked Commercial Bid Table 3 : Break up of Sr No 2 of Table 1: Installation, Configuration, Customisation, Implementation of Audit Automation Software in respect of all Modules to be implemented in RFP 21. Any other Audit	Clause deleted

Sr No.	Clause in RFP	Clarifications/ Changes made
	Annexure 15 – Commercial Bid Table 2 : Break up of Sr No 1 of Table 1 : Breakup of Enterprise License Cost of all Modules to be implemented in RFP 21. Any other Audit	Clause deleted
	Annexure 15 – Commercial Bid Table 3 : Break up of Sr No 2 of Table 1: Installation, Configuration, Customisation, Implementation of Audit Automation Software in respect of all Modules to be implemented in RFP 21. Any other Audit	Clause deleted

Clarification of Pre-bid queries is enclosed as part this Addendum as per ‘Annexure A’

All other Terms & Conditions are same as per our RFP no. GEM/2024/B/5150918 Dated 11th July, 2024 for Supply, Installation and Maintenance of Web based Audit & Compliance Software.

S.No	Point/Section #	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank's Clarifications to the bidder query
1	Annexure 02 – Bid Evaluation Terms, C. Experience & Support Infrastructure	The bidder / OEM through its partners should have implemented the proposed solution (& is currently supporting) in at least -3- Public Sector Banks having more than 2000 branches in India. (out of which in at least -2- PSBs minimum -10- out of all the required modules as per RFP should have been implemented)	Please confirm if solution deployment at Private Banks, Co-operative Banks and NBFCs shall suffice for eligibility	Published as part of Addendum
2	3. Contract Period	The bank shall enter into an agreement with the selected bidder for a period starting from date of the Purchase Order till -5- years from the date of Go-Live Sign-off by the Bank.	The TCO to be submitted is for 5 years. However agreement duration is applicable for 5 years from Go live date. This is an unacceptable term since the Go live date is dependent on implementation, which has scope of delay owing to OEM/BOB	TCO is for OTC + 5 yrs support/ATS hence the contract period is applicable for the period considering 5 yr support
3	(ii) Onsite Support and implementation:	Payable quarterly at the end of each quarter against receipt of satisfactory support report including attendance signoff of previous quarter from the Bank's Project / Operation Manager. Payment will be proportionate to the attendance.	Is there any relaxation on the criteria of satisfactory support report including attendance signoff of previous quarter from the Bank's Project / Operation Manager ?	No change
4	(iv) Man days per year for additional customization	Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank	Is there any relaxation on this criteria since this would lead to an indefinite scope for OEM. Any additional scope should be priced basis submitted TCO on a Pro Rata Basis	Clause not for additional scope but for existing assignment
5	General		Would there be a reverse auction ?	No all the processes will be as mentioned in the RFP
6	8. Performance Guarantee	The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format mentioned under Annexure 16 to the extent of 5% of the contract value valid for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations.	Could you confirm if the three-month extension is mandatory, or is there flexibility in this period based on project completion and final acceptance by the Bank	No change, all the terms mentioned are mandatory
7	22.General Terms and conditions 22.24	All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.	Can this be reduced to 90 days?	No change

Annexure A
Pre-bid queries response as part of Addendum 1
Bank's clarification on Pre-bid Queries from Prospective Bidders for RFP: Request for Proposal for Supply, Installation and Maintenance of Web based Audit & Compliance Software BID NO: GEM/2024/B/5150918 Dated 11th July, 2024 Addendum 1

8	1.4. Do's and Don'ts for Bidder	Registration process for new Bidders should be completed within first week of release of tender.	If we are already registered on the GeM portal, do we need to register separately for this RFP?	Please check GeM guidelines for the process
9	Annexure 12 – Project Details Scope of Work	Rectification Certificate: System is to support submission of Qualified Rectification Certificate, Clean Rectification Certificate and Final Closure Certificate by auditee unit using workflow process	Would the bank provide these certificate formats or the software should have sample formats embedded in the system?	Bank would provide the format of certificates
10	Annexure 12 – Project Details Scope of Work	Data import and Integration: Ability to import data from various data sources within the bank's systems, such as core banking systems, CRM, LLPS, HRNes, GBM, TFBO and other relevant databases and integrate it seamless into the audit tool	Is the OEM expected to perform these integrations or bank would engage an SI for the same?	Bidder's responsibility to perform the activity.
11	5. Bid Security / Earnest Money Deposit (EMD)	This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account.	In case of unforeseen delays, will Bank of Baroda provide a formal notification for extending the validity of the EMD, if yes, what will be the process?	No change
12	Annexure 12 – Project Details Scope of Work	Red flagging and White flagging – The auditor is to provide white flag to the employee of the bank which would be linked to Bank's HRNES system	Please elaborate	Bank has a system to allocate Red flagging / White flagging to the individual employee based upon Non Compliance or Compliance act of the employee. The system to allow tagging the Red flagging and White Flagging by internal auditor to the employee which would be made available to HR connect system online.

13	Annexure 12 – Project Details Scope of Work	Data Analytics: Capabilities to perform advanced data analytics to identify patterns, anomalies, and risks within the financial data. Set up integrated analytics platform offering capabilities like predictive analytics, machine learning, and deep learning capabilities and for implementation of real time analytics for various deliver channels of the Bank	Please confirm the delivery channels	The delivery Channels are Branch Banking and Alternate Delivery Channel which include but not limited to ATM, Net Banking, Mobile Banking, Debit Cards, UPI, Prepaid Cards etc.
14	Annexure 12 – Project Details Scope of Work	Scalability and performance: Ability to handle large volumes of data and perform complex analytical operations efficiently with support for parallel processing and distributed computing.	Please provide indicative size / quantum of data	It is presently 8TB of data with 20 % increase in Year on year.
15	Annexure 12 – Project Details Scope of Work	Customization and Scalability: Flexibility to customize the tool according to the bank's specific audit requirements and scalability to accommodate growth and changes in the organization. Vendor needs to arrange for Additional /Up gradation / Modifications of any module / scenarios to meet the changes /compliance requirements suggested by RBI/ Govt. of India/ regulatory authorities from time to time.	Does other bodies include "The Institute of Internal Auditors" . Please confirm any other bodies	It includes all regulatory authorities at present and future also.
16	Annexure 12 – Project Details Scope of Work	Integration with Audit Management Systems: Integration with existing audit management systems or frameworks to ensure seamless collaboration, data sharing and alignment with overall audit objectives and strategies.	How many Audit management systems does the bank have ? Please provide details	At present Bank has two audit management system (Audit Automation System which is being proposed to replace and Centralised Exceptional Monitoring Unit which would be integrated with proposed system)
17	Annexure 12 – Project Details Scope of Work	Fraud Prediction: To pro-actively identify transactions and processes on real time basis	This capability requires a Fraud Risk Management system. This may or may not be part of the Audit Software. Please confirm	Fraud Risk Management System is already implemented in the Bank .
18	Annexure 12 – Project Details Scope of Work	Artificial Intelligence/ Machine Learning: The proposed solution should provide deployment of AI/ ML models at scale on an enterprise environment.	Please provide any specific use cases expected to be delivered basis use of AI/ML	There is an requirement for using AI and Machine Learning skills in Auditing.

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19	Annexure 12 – Project Details Scope of Work	Data Legacy: The platform should be able to store large volume of historical data. For trend analysis purpose, the platform should be able to compare the same with present data.	Please provide indicative size / quantum of data required to be stored and maintained by the Software Provider. Who is the cloud service provider for BOB	It is presently 8TB of data with 20 % increase in Year on year. On-premises , not hosted on cloud.
20	Annexure 12 – Project Details Scope of Work	Customization: Ability to customize dashboards to meet the specific needs and preferences of different users, including auditors, management, and regulatory authorities.	Please confirm if this means configurable dashboard at user group level or user level?	Customisation as per Bank's requirement to provide information as per user level
21	Annexure 12 – Project Details Scope of Work	Mobile Accessibility: Support for mobile accessibility to enable auditors and stakeholders to access dashboards and monitor audit activities on-the-go.	This needs to be provided to how many indicative mobile app users?	Bidder to provide maximum capability
22	Annexure 12 – Project Details Scope of Work	Training Programme: Providing comprehensive training programs for auditors and other users to ensure they understand how to effectively use the automation tool. Training sessions can be conducted through in-person workshops, webinars, video tutorials, and user manuals.	How many training sessions are required to be conducted?	Refer RFP for the same
23	Annexure 12 – Project Details Scope of Work	On boarding Support: Offering on boarding support to help users get started with the tool and address any initial challenges or questions they may have. This can include dedicated support personnel or helpdesk services.	How many support personnel are required to be deployed onsite?	Refer RFP for the same
24	Annexure 12 – Project Details Scope of Work	Continuous Training and Updates: Providing continuous training opportunities and updates to keep users informed about new features, enhancements, and changes to the tool. This can help ensure that users are always up-to-date with the latest capabilities and best practices	IS this required to be delivered offline or through online tools like videos?	It would be online and offline both for its effectiveness
25	Project Team	Bidder may ramp up or ramp downs the resource for various milestones. However initial plan (resource projection from each activity) should be submitted along with the technical bid.	While the RFP mentions the ability to ramp up or ramp down, could you clarify the process and timeline for making such adjustments?	Will be informed at the time of implementation.
26	Annexure 12 – Project Details Scope of Work	The system should enable pre-configured templates relating to Business Risks, Control Risks, and Other Formats. Also addition/deletion/modification in any of the formats will be decided by Bank. Number of templates may vary as per requirement of the Bank. Bank should be able to change in formats / templates in the system by Bank's official	Would the bank provide these templates or the software should have readymade templates?	Bank has existing template, Bank is open to accept the software template but not bound to accept the same.

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27	Annexure 12 – Project Details Scope of Work	42.SL/SOL/Flash Report - System should have provision to issue Special Letter/ Special Observations Letter/ Flash Report with proper tracking system the recording of compliances by auditee units is to be make in work flow mechanism for acceptance of compliance and closure of Special Letter / Special Observations Letter / Flesh Report	Would the bank provide these formats or the software should have readymade templates?	Bank's specified format would be made available.
28	Annexure 12 – Project Details Scope of Work	System should have option to generate audit plan at HO based on the previous audit rating and the Bank's policy on frequency of audit (with a provision to reschedule the audit in case of need). System should have option at Zonal level to assign & schedule / reschedule / Modify schedule RBIA of a branch.	Could you provide more details on the specific criteria and paramters that the system should consider when generating an audit plan at the HO based on the previous audit ratings and bank's policy on audit frequency?	System should have capability to plan the Audit (based upon previous audit rating and audit frequency) at centralised level which can be modified at zonal level if needed.
29	Annexure 12 – Project Details Scope of Work	D) Loan Review Mechanism (LRM): 1. The accounts opened / disbursed (TL/DL/CC/OD/LC/BG/BD) in the previous month for Retail, MSME, Rural & Agri. segments in the specified limit range (which are not covered in Credit Audit) to be covered under LRM audit.	Is Bank's LOS/LMS integrated with CBS? Who's the vendor LOS, LMS, CBS	Yes. Bank's LOS/LMS is integrated with CBS. Data would be made available by the Bank.
30	Annexure 12 – Project Details Scope of Work	1. Project TimelinesThe project solution must be implemented as per project scope within a period of 6 months in totality from the date of placing order by Bank. However, the solution needs to be rolled out in phases.	Any relaxation on these timelines?	No Change
31	Annexure 12 – Project Details Scope of Work	In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then that bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services	This is unacceptable as delays may be attributable to bank (unavailability of personnel, etc.)	No Change
32	Annexure 12 – Project Details Scope of Work	Branch wise Audit Report – Audit report of individual branch.	Are there any specific templates or formats that bank prefers?	Templates are available
33	Annexure 12 – Project Details Scope of Work	Project Timelines	Are there any specific milestone specific milestones for each phase?	Refer RFP for the same

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34	Annexure 14 – Masked Commercial Bid	Table 1	1. Is the masked commercial bid going to be completely masked? If yes, then how will the numbers be disclosed to the bank? 2. As represented in table 1, some cells have been marked as xxx does it mean that the value is not required to be mentioned?	Masked commercials are to be submitted as part of Technical bid without any costs being mentioned.
35	Annexure 15 – Commercial Bid	*Enterprise-wide perpetual License would mean - Unlimited Client License for Bank Branches in India & International territories, present & future subsidiaries and associates both domestic & international, Business Correspondence (present & future), ATMs (present & future), RRBs (present & future)	Please provide an indicative number of users	License count shall be unlimited as already mentioned
36	Annexure 18 – Information/Cyber-Security Measures/Controls for selected Service Provider	16. Compliance with various standards 16.1 The SP shall comply with the relevant standards including ISO27001, PCIDSS and PA-DSS, as applicable to the IT ecosystem	Are these compliances applicable to Bidder or its OEM?	The compliances/standards shall be followed by bidder/OEM wherever applicable for the services delivered
37	Annexure 02 – Bid Evaluation Terms	Bidder should have direct support office at Mumbai and Vadodara. In case direct support offices of the bidder is not present in Mumbai or Vadodara then an undertaking to be provided by the bidder stating that direct support would be provided by the bidder in Vadodara / Mumbai	Is it necessary for the bidder or OEM to have an office in Vadodara? Or deploying a resource is sufficient?	Please be guided by the RFP terms " <i>direct support would be provided by the bidder in Vadodara / Mumbai</i> "
38	Annexure 13 – Service Levels and Penalties	Vendor will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99% on 24x7x365. The penalty will be calculated as per the details given below	The vendor will not responsible for any downtimes of the application attributable to Bank of Baroda	No Change
39	Annexure 20 - Clause 3	3. SCOPE OF SERVICE The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.	We are under assumption that the Scope for this engagement is well written and communicated, our complete participation relies on the scope of work provided. We request you to keep the Scope of work in the writing and specifically referenced and any activity assigned beyond that needs to be taken as change request.	Mutual consent is already mentioned for any changes

40	18. INDEMNITY	<p>18. INDEMNITY</p> <p>The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:</p> <ul style="list-style-type: none"> •Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or •an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or •claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or •claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors •breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or •any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or •breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or •Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors. <p>The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or</p>	<p>Protiviti understands that Protiviti and its personnels are bound by the terms and conditions of the RFP and Agreement and for any breach dispute resolution mechanism shall come into play. Protiviti recommends to delete 1. "an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or" and 2. "breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or" from Indemnity clause.</p>	No change
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received, the Bank:

- notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and
- cooperates with the Service Provider in the defense and settlement of the claims.

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Service Provider shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by Service Provider; or
- any change, not made by or on behalf of the Service Provider, to some or all of the deliverables supplied by the Service Provider or modification

		<p>thereof, provided the infringement is solely on account of that change ; Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Service Provider.</p> <p>In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.</p>		
41	Annexure 20 - Clause 16	During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.	Protiviti understands the continuation of Protiviti personnels employed on this engagement are very much needed for the best performance of the engagement, but there are few inevitable circumstances in which it is not in hands of the Protiviti to not substitute the Key Staff identified for the services. Hence, Protiviti seeks to have this right of substitution of Protiviti personnel.	No change
42	Annexure 20 - Clause 17	The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank.	Protiviti understands the confidentiality obligations are very much needed to safeguard the interest of Client and as provided in the Confidentiality Clause as well that Protiviti shall return, will not retain copies or the other conditions in the CI term (Clause 17). So from practical point of view Protiviti will not be having access of the data after all these activities, Hence, Protiviti is requesting to limit the survival of the CI till the term of the engagement only.	No change

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43	Annexure 20 - Clause 30	30. NON – SOLICITATION The Service Provider, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank. The above clause shall not applicable in case the recruitment done through public advertisement.	Protiviti agree and acknowledges the Non-Solicitation clause herein provided in the Annexure 20 clause no. 30. However, Client understands that the Protiviti is in the business of consulting and resource management only and in order to protect the interest of Protiviti. Protiviti needs this Non-Solicit clause to be mutual.	No change
44	9	License cost and Implementation Integration & Customization cost:	We request you to provide 30% of the Bid Value on receipt of Bank Guarantee, Rest can as per the current terms	No change
45	9	Onsite Support and implementation: Payable quarterly at the end of each quarter against receipt of satisfactory support report including attendance signoff of previous quarter from the Bank's Project / Operation Manager. Payment will be proportionate to the attendance	We request you Payment Quarterly in advance.	No change
46	9	Payable quarterly in arrears against receipt of signed satisfactory service report of previous half-year from the Bank's Project / Operation Manager. All Software proposed as part of the solution should be maintained with back to back 24x7x365 support from the respective OEMs by the Successful Bidder till the end of the contract period.	We request you Payment Quarterly in advance.	No change
47	Annexure 02 – Bid Evaluation Terms	Below clause is applicable for MSE/Start-ups: The Bidder must have registered average annual turnover of Rs. 10 Crores or above (from Indian Operations only) during the last three completed financial years – FY 2020-21 & 2021-22 & 2022-23 (Not inclusive of the turnover of associate companies).	Request you to Exempt Startups from Financial and Technical Experience as per the Guidelines from Department of Expenditure (Ministry of Finance, Government of India).	No change Bank has provided relaxations as per govt guidelines
48	Annexure 02 – Bid Evaluation Terms	The Bidder must be Net profit making entity continuously for the last three years i.e. financial years – 2020-21 & 2021-22 & 2022-23 OR The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.	Request you to Exempt Startups from Financial Profit status.	No change Bank has provided relaxations as per govt guidelines

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49	Annexure 02 – Bid Evaluation Terms	Documentary Proof to be attached along with order / contract copy / confirmatory letter from serving Bank.	We are a DPIIT recognised Startup and We are the OSD for Unified Data Analytics Platform. We request you to extend exemption as per the DPIIT guidelines.	No change Bank has provided relaxations as per govt guidelines
50	Technical Bid Evaluation	<ul style="list-style-type: none"> • Implementation of 10 or more Modules including (RBIA and Concurrent Audit) - 10 Marks for each Schedule Public Sector Bank • Implementation of less than 10 Modules (minimum 5 Modules including RBIA and Concurrent Audit) in Schedule Public Sector Bank - 5 Marks for each Public Sector Bank • Note implementation of module would include as mentioned in scope of work of current RFP 	As per GEM portal, this is a Custom Bid for Services... So we request you to allow Startups as well as other companies to participate by removing this clause and Scoring methodology which you have mentioned. In current conditions, only bidders with similar implementations can participate which limit the eligible bidder count as two or three. Request you to provide an equal opportunity for all interested bidders.	No change
51	Technical Bid Evaluation	<ul style="list-style-type: none"> • Implementation of 10 or more Modules including (RBIA and Concurrent Audit) - 10 Marks for each Schedule Public Sector Bank • Implementation of less than 10 Modules (minimum 5 Modules including RBIA and Concurrent Audit) in Schedule Public Sector Bank - 5 Marks for each Public Sector Bank • Note implementation of module would include as mentioned in scope of work of current RFP 	Instead of past experience and implementation reference of RBIA and Concurrent Audits, request you to consider Bigdata and Advanced Analytics, Work flow Capabilities. A Unified Data Analytics Platform can provide Advanced Analytics, Workflow, Data Ingestion, Data Processing, Visualisation....etc. So request you to consider expertise of Unified Data Analytics as well, Similar experiences for the Technical evaluation. If Bank wish, Bank seek undertaking from OEM/OSD/Bidder to meet the requirement. Penalty clause also can be introduced to avoid non serious bidders.	No change
52	Annexure 12A Minimum Functional & Technical Requirement	Various Parameters	The Current Scoring Pattern limit new Bidders to Participate in this RFP. This will entertain only two or three bidders to participate in the bid. In case Bank wish to have more players, then more generic and platform capabilities to be evaluated. All requirements can be fulfilled on a Custom Data platform. Request you to make the changes in the Criteria.	No change
53	DETAIL REQUIREMENTS	Various Parameters	The Current Scoring Pattern limit new Bidders to Participate in this RFP. This will entertain only two or three bidders to participate in the bid. In case Bank wish to have more players, then more generic and platform capabilities to be evaluated. All requirements can be fulfilled on a Custom Data platform. Request you to make the changes in the Criteria.	No change

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54	GEM Notice, General, Last Date & Time for Bid Submission	Last Date & Time for Bid submission is 01-08-2024 @ 15.00 PM	We humbly request SIDBI to extend the bid submission for atleast 10-15 days after the pre-bid clarification is shared.	Sufficient time will be provided to the bidders after the publishing of responses for bid submission as per the policy
55	Annexure 02 – Bid Evaluation Terms, A. Eligibility cum Technical Bid Evaluation,	The bidder / OEM through its partners should have implemented the proposed solution (& is currently supporting) in at least -3- Public Sector Banks having more than 2000 branches in India. (out of which in at least -2- PSBs minimum -10-modules out of all the required modules as per RFP should have been implemented).	We humbly request BOB to kindly lower the purchase order requirement criteria considering the GOI guidelines for MSEs. {Ministry of Micro, Small & Medium Enterprises (MSMEs) vide Policy Circular No. 1(2)(1)/2016-MA dated 10" March, 2016 has clarified that all Central Ministries / Departments / Central Public Sector Undertakings (CPSUs) may relax condition of prior experience with respect of Micro & Small Enterprises (MSEs) in all public procurements subject to meeting of quality and technical specifications.}	Published as part of Addendum
56	Annexure 02 – Bid Evaluation Terms, B. Technical Bid Evaluation,	The proposed solution should have been implemented (& is currently supporting) in Public Sector Banks having more than 2000 branches in India. <ul style="list-style-type: none"> • Implementation of 10 or more Modules including (RBIA and Concurrent Audit) - 10 Marks for each Schedule Public Sector Bank • Implementation of less than 10 Modules (minimum 5 Modules including RBIA and Concurrent Audit) in Schedule Public Sector Bank - 5 Marks for each Public Sector Bank • Note implementation of module would include as mentioned in scope of work of current RFP 	We humbly request BOB to kindly lower the purchase order requirement criteria considering the GOI guidelines for MSEs. {Ministry of Micro, Small & Medium Enterprises (MSMEs) vide Policy Circular No. 1(2)(1)/2016-MA dated 10" March, 2016 has clarified that all Central Ministries / Departments / Central Public Sector Undertakings (CPSUs) may relax condition of prior experience with respect of Micro & Small Enterprises (MSEs) in all public procurements subject to meeting of quality and technical specifications.}	No change
57	Experience & Support Infrastructure	The bidder / OEM through its partners should have implemented the proposed solution (& is currently supporting) in at least -3- Public Sector Banks having more than 2000 branches in India. (out of which in at least -2- PSBs minimum -10- modules out of all the required modules as per RFP should have been implemented).	Request Bank to amend the clause as "The bidder / OEM through its partners should have implemented the proposed solution (& is currently supporting) in at least -1- Public Sector Banks/ private sector banks / Commercial Bank / Scheduled commercial Bank having more than 2000 branches in India. (out of which in at least -1- PSBs/ Private Bank/ Scheduled Commercial Bank minimum -10- modules out of all the required modules as per RFP should have been implemented).	Published as part of Addendum

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58	B. Technical Bid Evaluation	The proposed solution should have been implemented (& is currently supporting) in Public Sector Banks having more than 2000 branches in India. -10 Marks for each Schedule Public Sector Bank	We request bank to amend the clause as "10 Marks for each Schedule Public Sector Bank/ Private Bank/ Commercial Bank / Scheduled commercial bank "	No change
59	B. Technical Bid Evaluation	The proposed solution should have been implemented (& is currently supporting) in Public Sector Banks having more than 2000 branches in India. Implementation of less than 10 Modules (minimum 5 Modules including RBIA and Concurrent Audit) in Schedule Public Sector Bank - 5 Marks for each Public Sector Bank • Note implementation of module would include as mentioned in scope of work of current RFP	We request Bank to amend the clause as Implementation of less than 10 Modules (minimum 5 Modules including RBIA and Concurrent Audit) in Schedule Public Sector Bank /Private / Commercial Bank / Scheduled commercial bank - 5 Marks for each Public Sector Bank / Private Bank / Commercial Bank / Scheduled commercial bank • Note implementation of module would include as mentioned in scope of work of current RFP	No change
60	Annexure 12 – Project Details Scope of Work	The Bank proposes for end to end implementation including Supply, Installation, Customization, Commissioning and Maintenance with onsite support of end-to-end web based Audit Automation software solution.	We understand that Bank will provide the required Hardware, Database License & Operating System / Infrastructure and bidder has to provide only Audit solution.	Hardware, Database License & Operating System available with the Bank will be provided.
61	General	General	Request Bank to clarify the number of users and concurrent users along with the YOY increase in next 5 years.	Please refer Annexure 12A of RFP
62		Bidder has to provide the break-up for S. No. 1 & 2 (License cost and : Installation, Configuration, Customisation, Implementation costs in Table 2 & 3 mentioned below, the sum of costs of all modules must match with Total costs in Table 1 for respective sections)	Our Software is bundle of all modules and we do not bifurcate the quote in separate modules. Can we quote our price as single amount instead of price Breakup for License cost and Implementation?	No change
63	License cost and Implementation Integration & Customization cost:	ii Onsite Support and implementation: Payable quarterly at the end of each quarter against receipt of satisfactory support report including attendance signoff of previous quarter from the Bank's Project / Operation Manager. Payment will be proportionate to the attendance.	Request Bank to amend the clause for payment of Onsite support and implementation payable monthly.	No change
64	1. Project Timelines	The project solution must be implemented as per project scope within a period of 6 months in totality from the date of placing order by Bank. However, the solution needs to be rolled out in phases	We request Bank to amend the implementation timelines as Phase - I - 6 Months Phase II & Phase III - 6 Months	No change

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65	Annexure 02	The bidder / OEM through its partners should have implemented the proposed solution (& is currently supporting) in at least -3- Public Sector Banks having more than 2000 branches in India. (out of which in at least -2- PSBs minimum -10- modules out of all the required modules as per RFP should have been implemented).	The bidder / OEM through its partners should have implemented the proposed solution (& is currently supporting) in at least 1 Indian Scheduled Commercial Bank having more than 2000 branches in India.	Published as part of Addendum
66	Annexure 02	Bidder should have direct support office at Mumbai and Vadodara. In case direct support offices of the bidder is not present in Mumbai or Vadodara then an undertaking to be provided by the bidder stating that direct support would be provided by the bidder in Vadodara / Mumbai.	Bidder should have direct support office at Mumbai. In case direct support offices of the bidder is not present in Mumbai then an undertaking to be provided by the bidder stating that direct support would be provided by the bidder in Mumbai.	Refer RFP for the same
67	Annexure 02	Implementation of 10 or more Modules including (RBIA and Concurrent Audit) - 10 Marks for each Schedule Public Sector Bank • Implementation of less than 10 Modules (minimum 5 Modules including RBIA and Concurrent Audit) in Schedule Public Sector Bank - 5 Marks for each Public Sector Bank • Note implementation of module would include as mentioned in scope of work of current RFP	Implementation of Proposed Solution - 20 Marks for proposed solution implemented and running atleast 1 indian scehduled commercial Bank - 10 Marks for proposed solution under implementation in atleast 1 indian scehduled commercial Bank	No change
68	Annexure 02	Additional	add following criteria for scoring: ""The Bidder/ System Integrator/ OEM must be recognized as a leader in the field of enterprise Audit - Risk and Operational Compliance. They must be at least in the Leader's Quadarant in any one of the report - Chartis, IDC, Gartner , Forrester for Risk Management Services." Technical Score: 15	No change
69	Annexure 02	Additional	add following criteria for scoring: ""The Bidder/ System Integrator/ OEM must be implemented similar Enterprise GRC solutions in India in last 2 years." Technical Score: 15	No change
70	Annexure 02	Accordingly, the L1 (Lowest Bidder) would be arrived at and awarded the bid.	Request to make it QCCBS 70:30 to ensure industry leading solution and best in class enterprise solution get selected.	No change

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71	Section 25	Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement 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. However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	Request to incorporate following for limitation of liability and Wilful/Gross negligence definition: Limitation of Liability: "Notwithstanding anything to the contrary in the Agreement, express or implied, either party shall not be liable for any liquidated damages included but not limited to indirect /incidental damages or liabilities or losses including, loss of profit, loss of opportunity, or any third-party claims. The Bank's liability for direct losses or damages incurred by the Service Provider shall in no event exceed the fees paid to the bidder. The Bidder's liability for losses, damages, claims etc incurred by the Bank shall in no event exceed one time the aggregate fees paid to the bidder. For the purpose of this clause, "wilful misconduct" means the intentional and malicious acts of the bidder designed to cause, and actually causing, damage to the Client and "gross negligence" means the intentional and deliberate failure by PwC to perform a manifest and expressly agreed duty under this Agreement, which is the nature of a reckless act with complete disregard for the rights and safety of the Client, resulting in actual damage to the Client.	No change
72	Section 32	The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.	We request to limit the survival period to 1 year from the date of expiry of this agreement.	No change
73	Section 9	The Bidder must accept the payment terms proposed by the Bank.	We request bank to make following changes in the payment terms: 1. Upon Signing of the Contract - 20% 2. Upon FSD/BRD Sign off - 20% 3. Post SIT completion - 15% 4. Post UAT Sign off - 15% 5. Post Go-Live - 10% 6. Support Quarterly Payment - 20%	e
74	Section 1	The project solution must be implemented as per project scope within a period of 6 months in totality from the date of placing order by Bank.	The project generally begins post availability of infrastructure and set up plus on various assumptions. It is therefore recommended that project timelines to be discussed at the start of the project.	Will be informed at the time of implementation.

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75	Point 22	The platform should be able to store large volume of historical data. For trend analysis purpose, the platform should be able to compare the same with present data.	What is the total quantum of data that needs to be migrated and how many years of the data?	Approximately 8 TB of data is required to migrate on new/proposed audit tool.
76	Annexure 12 – Project Details Scope of Work	Any other audits conducted by bank	Bank needs to specify these audit types, as vendors are asked to provide license for these modules. License Requirements cannot have such ambiguity & open-ended Ness as it may result into dispute at a later stage. As the requirement says “Any other audit’s”/inspection’s” conducted by Bank. Here, if there are multiple audits / inspections then multiple modules may be required Whether Bank will pay extra license cost and Implementation cost for them?	Published as part of Addendum

77	9. Payment Terms	<p>(i)License cost and Implementation Integration & Customization cost:</p> <ul style="list-style-type: none"> •10% of cost plus applicable tax (wherever applicable) after Sign-Off of SRS (Systemfunctional Requirement Study). SRS Sign Off in should be sealed and signed by both Bank's identified Project Manager & bidder's representative. •10% of cost plus applicable tax (wherever applicable) after UAT Sign-Off of Phase-1. UAT Sign Off in should be sealed and signed by both Bank's identified Project Manager & bidder's representative. •15% of cost plus applicable tax (wherever applicable) after successful integration with Bank system and Go-Live of Phase 1 items of scope of work as mentioned in delivery section. Go Live Sign Off in the form of Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative. •10% of cost plus applicable tax (wherever applicable) after UAT Sign-Off of Phase-2. UAT Sign Off in should be sealed and signed by both Bank's identified Project Manager & bidder's representative. •15% of cost plus applicable tax (wherever applicable) after Go-Live of Phase 2 items of scope of work as mentioned in delivery section. Go Live Sign Off in the form of Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative. •10% of cost plus applicable tax (wherever applicable) after UAT Sign-Off of Phase-3. UAT Sign Off in should be sealed and signed by both Bank's identified Project Manager & bidder's representative. •10% of cost plus applicable tax (wherever applicable) after Go-Live of Phase 3 items of scope of work as mentioned in delivery section. Go Live Sign Off in the form of Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative. • 10% of cost plus applicable tax (wherever applicable) after Set up of DC DR and successful completion of at least one DR drill. Completion certificate in the form of Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative. • 10% of cost plus applicable tax (wherever applicable) after completion of * warranty period of Application software. (*Warranty period of one year from 	We are rquesting Bank to consider the Phasewise paymenty for SRS Milestone also.	No change
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		the date of GO LIVE sign off of the first module in each of the phases independently)		
78	Annexure 15 – Commercial Bid	Development / Customisation requiring 250 man days year on year	The current RFP requires vendors to mention the cost for Development / Customisation requiring 250 man days year on year . We would like to highlight that 250 man-days in a year represent a significant level of customization, which is unlikely to occur every year. Therefore, we request the Bank to consider asking only for the man-day cost for change requests. Additionally, this cost should not be included in the TCO calculation as it is a provisional cost that may vary depending on future requirements from the Bank. Including such a provisional cost in the TCO might not provide an accurate reflection of the overall project cost.	No change