

Reply to Pre-Bid queries raised by prospective bidders on RFP for "Appointment of consultant for Digital Transformation" (Ref No - DT/TMO/2021-22/001)



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1	2	S. No. 4 in Table	Important Dates and Information on RFP Submission Last date of submission is 3:00PM 6th October 2021	We request for a one-week extension given the last date of request for queries / clarifications is 16 th September 2021 and the responses will take some time basis which we may have to recalibrate some of our submissions. An additional weeks' time would be sufficient to incorporate answers to submitted queries and prepare a thorough and comprehensive technical bid for the proposal	The last date for bid submission is extended till 13.10.2021 up to 3.00 PM (Kindly refer Amendment No -1, dated 24.09.21)
2	2	[A]: Important Dates and Information on RFP Submission. Sr. No. 4	Last Date of Submission/Closing Date in Online & Offline Mode (Last Date of Submission of RFP Response) 3:00 P.M on 06th October 2021	Considering the large scope of this marquee opportunity, we kindly request the Bank to extend the bid submission date by at least 2 weeks to 22nd October 2021	The last date for bid submission is extended till 13.10.2021 up to 3.00 PM (Kindly refer Amendment No -1, dated 24.09.21)
3	2	Table A	Address for physical submission	Request the bank to allow consultants to make submissions online as mentioned on page 3	Already allowed as per RFP
4	2	Table A	Last Date of Submission/Closing Date in Online & Offline Mode: 3:00 P.M on 06th October 2021	Request the bank to allow consultants two weeks from the day of release of pre bid queries responses to submit the proposal	The last date for bid submission is extended till 13.10.2021 up to 3.00 PM (Kindly refer Amendment No -1, dated 24.09.21)
5	20	Module 1 - Define Digital Transformation Roadmap for the Bank Gap Analysis	Identify gaps in digital products like Mobile Banking, Internet banking POS, Bhim Aadhar pay/QR, CMS and other digital products of the Bank, in comparison to the similar products offered by domestic and global competitors and suggest best in industry model	Can we get a list of digital products the bank has currently	Mobile Banking Internet Banking Bhim Aadhar POS Fast Tag UPI QR Debit Card Credit Card , etc.
6	20	Module 1 - Define Digital Transformation Roadmap for the Bank Gap analysis	Define opportunity to use decisioning / Pre-approved Loan Models based on the customer behaviour analysis, data analytics and best industry practice	1. Is the historical transactional/Behavioural available for all segments and products for analysis? If yes, is it available in a data mart or repository or need to pulled from source systems? 2. Has the Bank subscribed to periodical bureau scrubs on existing customer base? 3. Has the Bank identified any specific products or segments for pre-approval loans or has to be determined as part of opportunity exercise?	1. Yes, historical account level information and transactional data for all the customers is available. The data is available in MIS and Archival Databases. In case, data is required in a specific format which is not available at present, has to be pulled from source systems. Bank will provide the necessary assistance in pulling the data. Behavioural data is not available as History. 2. Bank has been providing data to CIBIL, Equifax and Experian on existing customer base periodically. 3. Bank has identified Retail and Agri Segment for Pre-Approved loans, specifically Personal loans. However, the consultant has to carry out necessary study and provide necessary parameters and recommendation to the bank to take a decision.

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7	20	Design a transformation roadmap for the bank across asset and liability products for the next 5 years	Consultant to develop Pre-approved Loan Models based on the customer behaviour analysis, data analytics and best industry practices	Is the pre-approved loan model to be developed for both retail and MSME products ?	As per RFP terms and conditions.
8	20	Design a transformation roadmap for the bank across asset and liability products for the next 5 years	Define opportunity to use decisioning / Pre-approved Loan Models based on the customer behaviour analysis, data analytics and best industry practice	Will this be to : 1. Identify Target set of customers for pre-approved loan 2. To underwrite a customer for potential loan amount as pre-approval ? Or both 1 & 2 ?	As per RFP terms and conditions.
9	20	Module 1 - Define Digital Transformation Roadmap for the Bank Gap analysis	Assess the current policies and design a suitable Digital Policy (including Digital Lending) for digitization in line with Risk Management policy of the Bank and Regulator	We understand that the current policies readiness will be assessed in Module 1 - Gap Study and Enhancement/Design of Digital lending policy is to be done in Module 2 - Design & Implementation. Kindly confirm	As per RFP terms and conditions.
10	21	Module 2 (a)	General Clarification	In case the consultant is running the digital transformation, will they be allowed to participate in subsequent implementation RFPs for digital lending and other initiatives?	Guidelines issued / to be issued by CVC/RBI/Other Regulatory to be adhered, if applicable.
11	21	Module 2 (a)	Consultant to prepare a road map and strategy for end to end digital lending in Retail, MSME and Agri products in Phased Manner.	Is the expectation to design all the journeys for the shortlisted products in 2 months?	As per RFP terms and conditions.
12	21	4.2 Scope of Work - Module 1 (Digital Operating Models and design of Pre-Approved Models)	Develop Pre-approved Loan Models based on the customer behaviour analysis, data analytics and best industry practices Digital Score cards for screening at own channels/ third party sourcing journeys in line with Risk Management Policy of the Bank and Regulator.	Please share a list of credit scoring models/ scorecards that are currently used by Indian Bank for the below mentioned portfolios - 1. Retail 2. Agri and 3. MSME portfolios	Retail Score Card(9): Housing Loan, Vehicle Loan, Personal Clean Loan, personal secured Loan, Property Loan, Rent Loan, Educational Loan IBA, Education Loan Non IBA, Credit Card Agri Score Card (2): Agricultural Loan, SHG Loan. MSME Score Card(4):PMEGP Loan, Small business, Generic Model, Start-up Model. Apart from 4 Score cards as mentioned above for MSME, 3 specific CRISIL RAM models(exposure Rs 50 lacs and above up to Rs 10 crore) , SME Manufacturing/ Services/ Trader models are also present.
13	21	4.2 Scope of Work - Module 1 (Digital Operating Models and design of Pre-Approved Models)	Develop Pre-approved Loan Models based on the customer behaviour analysis, data analytics and best industry practices. Digital Score cards for screening at own channels/ third party sourcing journeys in line with Risk Management Policy of the Bank and Regulator.	Can the bank provide further details on acquisition & loan performance data available (years of data and customer volume) for the below mentioned portfolios which can be utilized for model development - 1. Retail, 2. Agri and 3. MSME portfolios	Customer base of 14 crores with data preceding 3 years is leveraged & utilized for development of lead generation models of Retail, Agri & MSME.
14	21	4.2 Scope of Work - Module 1 (Digital Operating Models and design of Pre-Approved Models)	Develop Pre-approved Loan Models based on the customer behaviour analysis, data analytics and best industry practices Digital Score cards for screening at own channels/ third party sourcing journeys in line with Risk Management Policy of the Bank and Regulator.	Do existing models/ scorecards utilize any digitally sourced data for assessment? Please elaborate the response for each portfolio separately - 1. Retail, 2. Agri and 3. MSME portfolios	Yes, existing models utilize digitally sourced data from CBS for assessment. Leads are identified based on age of the customer, repayment track record, net worth of the customer, etc. Presently, leads are identified only for Retail & MSME portfolios. Further details will be discussed with successful bidder.

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15	21	4.2 Scope of Work - Module 1 (Digital Operating Models and design of Pre-Approved Models)	Develop Pre-approved Loan Models based on the customer behaviour analysis, data analytics and best industry practices Digital Score cards for screening at own channels/ third party sourcing journeys in line with Risk Management Policy of the Bank and Regulator.	As a part of digital scorecard development process, is the consultant expected to perform review of existing models (their construct) and fine-tune them to meet digitalization requirements ?	Consultant is also expected to review the existing models/scorecards.
16	21, 24	Module 2 (a), Module 3	Consultant to prepare a road map and strategy for end to end digital lending in Retail, MSME and Agri products in Phased Manner.	Is UI/UX part of customer journey design scope?	Yes UI/UX is part of the scope for designing the customer journey.
17	22	Module 2 - Digital Lending : (a)Consultant to prepare a road map and strategy for end to end digital lending in Retail, MSME and Agri products in Phased Manner	Clearly defining the roles and responsibilities of each business vertical involved in digital lending space KPIs to be defined for the teams involved in the Digital lending space	Can the Bank clarify if the roles, responsibilities and KPIs to be defined is limited to just the technical teams within the Digital Lending Space or they also need to be defined for the other functions which are outside the IT & digital ecosystem such as retail sales, branch banking, corporate sales, etc.	As per RFP terms and conditions.
18	22	Module -2 Digital Lending: - Define, design and Implement Digital Lending journeys & Transformation of key Corporate Banking journeys (Design Timeline: T+2 months; Tech vendor selection: T+4 months; Implementation: 08 months covering top 10-14 journeys, over two phases.) Additional journeys of Phase 3 to be implemented subsequently by the Bank, if required (a) Consultant to prepare a road map and strategy for end to end digital lending in Retail, MSME and Agri products in Phased Manner	Devising process flow for automation of communication with loan customers and also for collection and recovery.	We understand that Bank is looking only for communication automation, not the entire the collection (<90 DPD) recovering (>90 DPD) for workflow & process automation. Kindly clarify	As per RFP terms and conditions.
19	22	4.2	Provide statutory clarity/regulatory interface on various issues relating to digital lending business	As a management consultant, as part of our effort, we will share best practices and case examples on how Financial Institutions execute on Digital Lending We request you to please clarify the same, as we are unable to provide legal/ regulatory advice	The Consultant should take into account various Statutory / Regulatory guidelines relating to Digital Lending Business
20	22, 23	Module -2 Digital Lending: - Define, design and Implement Digital Lending journeys & Transformation of key Corporate Banking journeys	Consultant to advise on tie-up with E- wallet companies for collections. Strategy for tie-up with payment wallets Tie-up arrangements Process flow for collection	The bidder requests bank to please conform if the consultant will only advise on strategic tie-ups and will not play any part in shortlisting, selection of external vendors	The consultant is expected to Shortlist and support the bank in evaluation for strategic tie-up's and external vendor selection

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21	23	Point 2	<p>Consultant to analyse the following after launch of Journeys of each phase:</p> <ul style="list-style-type: none"> - Reduction in Turnaround time - Proportion of STP - Cost of processing - Customer experience and feedback 	Analysing success of the journeys launched and course correcting will be applicable only for the journeys launched in phase 1 of implementation (T+8)	Shall be discussed with successful bidder
22	23	(b) Transformation of key Corporate Banking journeys	Conduct gap analysis of top 3-5 corporate banking journeys across cash management, trade finance, treasury and Channel financing etc	What will be the criteria for selection ? Trade Finance, Cash Management, Treasury and Channel Finance will have multiple processes within each, please clarify on the scope	Kindly refer RFP.This will be part of gap analysis.
23	23	4.2 Scope of Work - Module 2 b (Transformation of Key Corporate Banking Journeys)	Transformation of Key Corporate Banking Journeys	Request the bank to provide details of the platform is being used for Wholesale/Corporate banking transactions	At present bank has provided Corporate Banking services through the Corporate Net Banking platform, wherein Corporates have facilities such as Fund management, Account administration including user control and security, Multi level authorization, Requests/Mails/ Alerts, etc. In addition to that, bank has Large Corporate Banking Branches to facilitate the Corporate customers for fulfilling all other requirements.
24	23	4.2 Scope of Work - Module 2 b (Transformation of Key Corporate Banking Journeys)	Conduct gap analysis of top 3-5 corporate banking journeys across cash management, trade finance, treasury and Channel financing etc.	<p>Please provide brief details on the scorecards / models/ frameworks used by the bank (if any) for cash management, trade finance, treasury products and channel financing products.</p> <p>Also, please share guidance on how top 3-5 journeys will be identified from these areas. Will it be an outcome of the gap analysis exercise, wherein the shortlisted journeys will be agreed upon with the bank?</p>	No Specific models are used for Cash Management/Trade finance/ Treasury products / Channel Finance by RMD. For trade finance, credit risk is captured by CRISIL RAM or Scorecard model, as applicable.
25	23	4.2 Scope of Work - Module 2 b (Transformation of Key Corporate Banking Journeys)	Conduct gap analysis of top 3-5 corporate banking journeys across cash management, trade finance, treasury and Channel financing etc.	Can the bank confirm if only the gap analysis is required to be performed with respect to current credit risk policies, processes, risk assessment, scorecards / models in place for corporate banking products mentioned in the Scope of Work	Bank expects the consultant to define, design and support in implementation of key corporate Digital journeys.
26	24	Module 3 - Title	Digital Liabilities and enhancement to digital channels- Design, Enhancements, and vendor on boarding - Timeline: T+4 months; Implementation: 08 months covering top 3-5 journeys	The final priority journeys should be mutually agreed between us and the Bank	Shall be discussed with successful bidder
27	25	Module 6	General Clarification	We understand that the bank does not have a CRM. Will the identification and onboarding of the CRM vendor be part of the scope?	Yes. Onboarding of CRM vendor will be part of the scope. The Bank expects to enhance customer experience by using CRM & 360 degree view of customer and leveraging Lead Management Model.
28	25	Module 5: Digital Architecture - Revamp IT & Architecture to support Transformation	To explore more effective use of Cloud to reduce transaction and technology cost	Whether Indian Bank is using any Cloud Infrastructure or Services (public/private or hybrid) to run any workload? If yes what is the current platform	Bank is using Microsoft Azure Cloud services on SaaS and PaaS model for deploying Mail Messaging Solution and Power BI Solution respectively. Also, bank is using MS SharePoint for digitizing some of the regular office processes and workflows. Customer related data is not stored in cloud.

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29	25	Module 5: Digital Architecture - Revamp IT & Architecture to support Transformation	Review the Cloud Policy of the bank to enable the migration to cloud for existing and new applications considering all Data Security and privacy aspects	We assume the revamped IT & Architecture to support the Digital Transformation, would have applications or workloads spanning across both On-premise and Cloud infrastructure (presumably Hybrid solution), please clarify.	All the critical applications with customer data will be hosted on premises. Non-critical business processes with non-critical data can be hosted from Cloud. This is subject to change depending on regulatory framework going forward.
30	25	Module 5: Digital Architecture - Revamp IT & Architecture to support Transformation	Provide guidance to the bank for implementing Open Banking Architecture using ESB (enterprise service bus) and API Management solution.	Does Bank have ESB as well as API Management solution at present or the expectation is to procure and implement these as part of this RFP? If existing solutions, please share the Vendor/OEM details	Bank is having IBM CP4I (Cloud Pak for Integration) ESB and API Management solution. The solution is under implementation. Consultant to Provide guidance to the bank for implementing Open Banking Architecture.
31	25	Module 4: - Devise strategy for Digital Marketing and on boarding of new customers: Define strategy for digital marketing of products aligned to customer segments	Devising strategy to use data analytics and behaviour analysis of customers for increasing cross sell/ upsell of Loan products by targeting existing customers with personalised offers.	who will be developing the data analytics platform for digital, will the bank do it inhouse or will the bank appoint a SI for the same. We wish to point out that it will be challenging to implement deploy and then measure ROI of digital initiatives through analytics in a 12 month period	M/s. OTSI (L1), a Hyderabad based Data Analytics company, has been identified as service provider for development of data analytics model in our Bank. So far 32 out of 40 models have been developed and successfully implemented.
32	25	Module 5: Digital Architecture - Revamp IT & Architecture to support Transformation	Review the Cloud Policy of the bank to enable the migration to cloud for existing and new applications considering all Data Security and privacy aspects	Does bank have any pre-requisite security and compliance requirements for the application Cloud infrastructure and services providers for example MeitY certification, Cyber-security Policy etc.)	Yes, as per the current Cloud policy, Bank need to follow the compliance guidelines issued by GOI and RBI and other regulatory authorities. As part of the project, the consultant has to review the policy and provide their recommendation after considering the current practices in the industry and guidelines of regulatory authorities.
33	25	Module 4: - Devise strategy for Digital Marketing and on boarding of new customers: Define strategy for digital marketing of products aligned to customer segments	Revamping of Digital Lead Management and Lead tracking System	What are the existing applications/systems used for Digital lead management and lead tracking	The following Data analytical models have been developed for digital lead management & tracking using SAS platform: 1. Takeover of HL based on E-Mandate 2. Pre approved personal loan 3. Pre approved credit card limit 4. MSME Dashboard 5. Lead Management Model
34	25	Module 5: Digital Architecture - Revamp IT & Architecture to support Transformation	Design Digital Architecture for the bank covering application, infrastructure and security architecture for the bank	We request the bank to share the IT application and infrastructure landscape , it will help us in preparing our response to this RFP.	These details are confidential in nature and can't be shared over public platform. The same will be provided to the successful bidder. For preparing responses, probable bidders may consider all applications which are available in regular banking environment. In addition to that bank is having 100+ in-house applications for various back office operations and some business process.
35	25	Module 5 - Digital Architecture - Revamp IT & Architecture to support Transformation	The Consultant has to define strategies and technological solutions for IT & Digital operating model with detailed structure, specifics of the technological solutions to be utilized, roles and responsibility of the team, manpower requirement etc.	Request the Bank to clarify and validate our understanding that the Consultant has to propose the future state Organisation structure, job descriptions and manpower requirement for IT & Digital Banking.	Yes, considering the best practices in the Industry and after studying the current practises in the bank, the consultant has to propose the future state Organisation structure, job descriptions and manpower requirement for IT & Digital Banking.

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36	25	Module 5: Digital Architecture - Revamp IT & Architecture to support Transformation	The Consultant has to define strategies and technological solutions for IT & Digital operating model with detailed structure, specifics of the technological solutions to be utilized, roles and responsibility of the team, manpower requirement etc.	Is the Bank looking to set up analytics Centre of Excellence department inhouse ?	It is proposed to setup Analytics Center of Excellence. Bank will form a separate department for managing day to day operation and deriving new models based on business requirement. Consultant has to define the strategy and provide the structure and other requirements for setting up of the proposed department.
37	25	Module 4: - Devise strategy for Digital Marketing and on boarding of new customers: Define strategy for digital marketing of products aligned to customer segments	Detailed design of contact centre to ensure end to end digitization of journey and reduce customer drop off -Design of in house /outsourced contact centre -Detailed design to achieve best-in-class contact centre metrics on call abandonment etc for digital leads	Please confirm the scope includes both inbound contact centre and outbound contact centre ?	As per RFP terms and conditions.
38	25	4.2 Scope of Work - Module 4: - Devise strategy for Digital Marketing and on boarding of new customers:	Revamping of Digital Lead Management and Lead tracking System	Which Digital Lead Management and Lead tracking System does the Bank currently have?	The following Data analytical models have been developed for digital lead management & tracking using SAS platform: 1. Takeover of HL based on E-Mandate 2. Pre approved personal loan 3. Pre approved credit card limit 4. MSME Dashboard 5. Lead Management Model
39	25	Module 5	Provide guidance to the bank for implementing Open Banking Architecture using ESB (enterprise service bus) and API Management solution	Please let us know if the bank has any existing API partnerships. If yes, please provide details on the technology solution currently adopted by the bank	Bank is having IBM CP4I (Cloud Pak for Integration) ESB and API Management solution. The solution is under implementation.
40	25	Module 5	Design Digital Architecture for the bank covering application, infrastructure and security architecture for the bank	1. Please provide the high-level architecture of the bank and typical challenges being faced by the bank today 2. Please let us know if consultant has to assist in transformation of any existing core/peripheral solutions based on the gap assessment	1. These details are confidential in nature and can't be shared over public platform. The same will be provided to the successful vendor. Some of the typical challenges being faced by bank are Lack of a rich customer experience, high TAT as lot of business processes are complex, Simplification and consolidation of Customer facing Digital Channels to provide focused UX/UI, standardization of UI across all the digital channels, high human intervention in repetitive processes, etc. 2. Yes, Consultant has to assist in transformation of existing core/peripheral solutions, if the gap assessment for digital transformation of the bank needs such applications to be transformed.
41	25	Module 5	Assistance for smooth integration of existing channels with the middleware software which is under implementation. Queries	Please provide details of the middleware under implementation	Bank is having IBM CP4I (Cloud Pak for Integration) ESB and API Management solution. The solution is under implementation. Consultant has to Provide guidance to the bank for implementing Open Banking Architecture.

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42	25,26	4.2 Scope of Work - Module 5 : Digital Architecture	Digital Architecture - Revamp IT & Architecture to support Transformation (Timelines –T+4 Months)	Are any of the current applications/modules developed and deployed using a cloud native architecture (microservices, containers etc.) ?	No, at present no applications are deployed using cloud native architecture. However, bank is in the process of implementing APIM and ESB, which will be deployed on Cloud Native Open Shift platform and will use Kubernetes and micro services.
43	25,26	4.2 Scope of Work - Module 5 : Digital Architecture	Digital Architecture - Revamp IT & Architecture to support Transformation (Timelines –T+4 Months)	What is the current IT organization structure at Indian Bank?	Currently, IT is divided into two parts viz. First - IT Operations which manages Core Banking, Inhouse Development, IT Infrastructure, Network and IT Security for the bank. Digital Banking Division which manages all the digital channels (applications).
44	25,26	4.2 Scope of Work - Module 5 : Digital Architecture	Digital Architecture - Revamp IT & Architecture to support Transformation (Timelines –T+4 Months)	Does Indian Bank have a hybrid/multi-cloud strategy in place already?	Bank has a cloud policy in place, wherein Hybrid cloud has been included. It is detailed that bank will keep its sensitive data on Private Cloud and non-critical data/applications can be hosted on Public Cloud. This is subject to change based on regulatory framework going forward.
45	25,26	4.2 Scope of Work - Module 5 : Digital Architecture	Digital Architecture - Revamp IT & Architecture to support Transformation (Timelines –T+4 Months)	What is the approved technology stack? Are open-source frameworks such as Spring, Apache, Angular, .NET Core etc. in use at Indian Bank?	Open source framework for which enterprise support is available can be used in the bank. Bank uses open source software by availing support subscription services. Community editions can't be deployed.
46	25,26	4.2 Scope of Work - Module 5 : Digital Architecture	Digital Architecture - Revamp IT & Architecture to support Transformation (Timelines –T+4 Months)	What are some of the key challenges with current state architecture (e.g. customer experience, scalability, extensibility, interoperability, performance, business process visibility, lead time to create a loan etc.)? principles & guidelines and ensures adoption and compliance?	Some of the key challenges in the current state architecture are Lack of a rich customer experience, high TAT as lot of business processes are complex, Simplification and consolidation of Customer facing Digital Channels to provide focused UX/UI, standardization of UI across all the digital channels, high human intervention in repetitive processes, etc.
47	25,26	4.2 Scope of Work - Module 5 : Digital Architecture	Digital Architecture - Revamp IT & Architecture to support Transformation (Timelines –T+4 Months)	In the current operating model, does Indian Bank have an Architecture/Design Review Board or CoE that defines/updates architecture	No, in the current operating model, the said activities are managed by IT Department only.
48	25,26	4.2 Scope of Work - Module 5 : Digital Architecture	Digital Architecture - Revamp IT & Architecture to support Transformation (Timelines –T+4 Months)	Does Indian Bank have a custom application framework that vendors have to adhere to when architecting and designing new components/modules?	As part of this engagement, consultant has to recommend a application framework for architecting and designing new components/modules.
49	25,26	4.2 Scope of Work - Module 5 : Digital Architecture	Digital Architecture - Revamp IT & Architecture to support Transformation (Timelines –T+4 Months)	What is Indian Bank's current maturity in the DevOps space (DevOps in pockets, consistent DevOps processes and tooling used across all domains, matured operating model etc.) ? Is Agile and automated builds/deployments currently part of the engineering process?	Bank is at a very nascent stage when it comes to use of DevOps. The same is used at a very limited level viz. Source Code Management and Version Control. However, bank is looking forward for aggressively using DevOps in application life cycle. ESB and APIM micro services will be developed using DevOps.
50	25,26	4.2 Scope of Work - Module 5 : Digital Architecture	Digital Architecture - Revamp IT & Architecture to support Transformation (Timelines –T+4 Months)	What are some of the Digital Solutions/platforms from Fintech's or Tech providers in use at Indian Bank today?	These details are confidential in nature and can't be shared over public platform. The same will be provided to the successful bidder.

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51	25,26	4.2 Scope of Work - Module 5 : Digital Architecture	Digital Architecture - Revamp IT & Architecture to support Transformation (Timelines –T+4 Months)	Does Indian Bank have a Data Lake implementation? What other data analytics tools in use today?	No, Bank is not having Data Lake implementation. Bank has deployed SAS analytics tool.
52	25,26	4.2 Scope of Work - Module 5 : Digital Architecture	Digital Architecture - Revamp IT & Architecture to support Transformation (Timelines –T+4 Months)	Does Indian Bank already have a set of security controls defined and appropriate tools chosen for static and dynamic application security testing?	Yes, Indian Bank is having a set of security controls defined and appropriate tools chosen for static and dynamic application security testing. Details will be provided to successful bidder.
53	25,26	4.2 Scope of Work - Module 5 : Digital Architecture	Digital Architecture - Revamp IT & Architecture to support Transformation (Timelines –T+4 Months)	Are there any AI/ML models that have been productionalised?	At present, bank has deployed AI based Chatbot "Adya" on bank's website.
54	25,26	4.2 - Scope of Work - Module 6 : Fintech's and Vendor on-boarding – (Timeline -T+4 Months)	Devising strategies on making tie-up with Fintech companies	Request you to clarify the Fintech tie-ups that the Bank currently has and areas where such tie-ups are leveraged	These details are confidential in nature and can't be shared over public platform. The same will be provided to the successful bidder.
55	25,26	4.2 Scope of Work - Module 6 : Fintech's and Vendor on-boarding – (Timeline -T+4 Months)	Consultant will support and guide the Bank to design and release RFPs for Fintech's/ vendor on boarding in case of need during the process of Digital Transformation.	Request you to clarify on number of RFPs to be considered in scope	Will be part of Gap Analysis.
56	26	Last point - Module 5 Digital Architecture	Assist the Bank in adopting in Artificial Intelligence (AI) and Machine Learning (ML) enabled solutions in Bank's environment	We would like to understand whether the adoption of AI and ML solutions pertain only to the modules covered in the scope of this RFP or overall process of the Bank (e.g. Clearing house, etc)	AI and ML based solution has to be adopted wherever possible in the overall processes followed by bank. Consultant has to assist bank in devising strategy for adopting the technology and revamping the current processes and systems.
57	26	Module 5: Digital Architecture - Revamp IT & Architecture to support Transformation	Assist the Bank in adopting in Artificial Intelligence (AI) and Machine Learning (ML) enabled solutions in Bank's environment	What number of AI ML use cases that are currently in production? Is the Bank using visualization tools for consuming data insights ?	At present, bank has deployed AI based Chatbot "Adya" on bank's website. Also, bank is using MS Power BI as visualization tool for consuming data insights.
58	26	4.2	The areas identified by the bank for Digital Transformation will have digital and cyber security implications. These will need to be addressed by the engaged consultant. Consultant's inputs (reports or advice) on security implications (because of redesigning/revamping/digitisation) will form integral part of the scope of the consultant.	As a management consultant, as part of our effort, we will provide: - Examples and best practices for cyber security management in course Digital transformations - Lay down the key guidelines/ markers for cyber security management (as part of Digital Architecture) As the build of the Digital architecture itself would be done by a 3rd party selected by the Bank, we request that digital and cyber security implications (pre-launch) to be reviewed and tested by an independent third party - types/ profiles of independent third parties can be suggested. Hence, we would request you to please clarify the same appropriately	RBI has conducted two IT Examinations during 2017 and 2020. The examination was based on the compliance of the bank with regard to the Cyber Security Framework of RBI 2016. The compliance points are taken up by the bank and pending points are followed up. Since the entire examination is done based on the RBI Cyber Security Framework, the complied/pending points on the examination may be treated as the present posture of cyber security. Also bank is certified with ISO 27001 ISMS framework for ITD and ISSD. Apart from these, bank has regular 3rd party IS audit/VAPT. Hence pre-assessment through a third party is not required to be carried out.
59	26	Module 5	Review the Cloud Policy of the bank to enable the migration to cloud for existing and new applications considering all Data Security and privacy aspects.	Please let us know if the bank has adopted cloud architecture and moved workloads.	Bank is using Microsoft Azure Cloud services on SaaS and PaaS model for deploying Mail Messaging Solution and Power BI Solution respectively. Also, bank is using MS SharePoint for digitizing some of the regular office processes and workflows. Customer related data is not stored in cloud.

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60	26	Module 5	Defining blueprint for linking LLMS and various other applications available with the Bank and proposed to be procured as part of digital transformation for Digital lending platforms.	Please let us know the LLMS solution adopted by the bank.	Lend Perfect by M/s SysArc Infomatix Pvt. Ltd.
61	26	Module 5	Comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder.	Please clarify the expectations here. Consultant can advise however bank needs to be comply with the policies	During the digital transformation, the process which are proposed to be implemented should be as per the laid out IS Security Policy. If any exception or deviation from the policy is required, that need to be carried out as per the exception mentioned in the policy.
62	26	Module 5	Design function specific data marts for identified initiatives/ applications (data identification, data quality frameworks). Queries	1. Please let us know the number/ functional areas of data marts to be covered. 2. Please also let us know if the bank has an existing data model and data warehouse in place.	Bank does not have a Data Warehouse in place. Vendor has to devise strategy on what all functional areas should be considered, based on the best in industry practices.
63	27	4.2 - Scope of Work - Module 7 : Training and Change Management	Identifying the training needs of the employees in the context of digital transformation and Devise Strategy to revamp and strengthen various e-learning /virtual learning/training program for the employees which is proposed to be part of digital transformation.	Can the bank please clarify/ detail expectations in terms of training to teams within Risk function on implementation and usage of digital scorecards - in terms of number of sessions required?	Will be part of Gap Analysis.
64	28	Module 2: Digital Lending (RAM): (a) Define and design Digital Lending journeys	Digital Scorecards/Product Notes/ underwriting	The bidder requests the Bank to please clarify if the expectation from consultant is to create product notes, scorecards for KPIs and KRAs and also suggest underwriting rules	As per RFP terms and conditions.
65	29	Note below table on Brief List of Deliverables	Note: Technology Vendor selection to be completed within T+4 months	Selection and onboarding of vendors/partners would be an ongoing process specially since there could be requirement of onboarding new vendors/ partners for each of the prioritized journeys. We request that the deliverable for technology vendor be mutually agreed upon during the course of the project and key vendors will be prioritized for onboarding within first 4 months	Shall be discussed with successful bidder
66	29	List of deliverables	List of deliverables -Module 3: Digital Liabilities and enhancement to digital channels: Revamp of mobile banking	Please let us know the expectations here. It will be a challenge to assess, design to-be journeys, prioritize and revamp mobile banking in 2 months.	Kindly refer Module -3, Bullet point 4
67	31	Point 2 under Milestone 4	Implementation including integration with LLMS and Digital Channels (Mobile Banking, Net Banking etc).	Integration of the solutions with LLMS requires dedicated support from the LLMS vendor. In order to avoid delays, we request the Bank to arrange a mechanism for dedicated team from LLMS vendor as may be mutually agreed during the course of the project	Shall be discussed with successful bidder
68	31	4.2 - Scope of Work - Key Milestones, Point No: 5	Implementation including integration with LLMS and Digital Channels	Which LLMS System does the Bank have?	Lend Perfect by M/s SysArc Infomatix Pvt. Ltd.
69	32	4.4 Program Length	The total time period to provide consultancy services in defining digital transformation roadmap for the Bank in line with business goals and to provide tools & processes to complete the Digital Transformation in a time bound manner is 12 months extendable by another 6 months.	We would like to submit to the Bank that programs of this nature require minimum 2 years to complete. Hence we recommend and request the Bank to extend the over all engagement to 2 years and to also change the bid format for commercials to be submitted for 2 years.	As per RFP terms and conditions.

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70	32	4.4 Program Length	The total time period to provide consultancy services in defining digital transformation roadmap for the Bank in line with business goals and to provide tools & processes to complete the Digital Transformation in a time bound manner is 12 months extendable by another 6 months.	The commercial format requires only one figure to be quoted. Is the Bidder supposed to provide the commercials for 12 months or 18 months? If the commercials are to be provided for 12 months, then how will the Bank arrive for the commercials for the next 6 months while giving extension of work?	The commercials are to be provided for 12 months. Refer para 4.4 on Program Length
71	32	4.5 PAYMENT TERMS	Key Milestones for Payment %age of Contract Value	we request you to release the payments milestones wise for each module separately. Clubbing one milestone for all modules together delays the payment if majority of the work is done and if some small sign off is pending in one module	As per RFP terms and conditions.
72	32	4.5		<p>We would like to request an amendment of the payment schedule, to be commensurate with the effort expended in the first two months. For the first two milestones i.e. first two months, we note several deliverables (in Pg. 28 and Pg. 29 of the RFP), incl.:</p> <ol style="list-style-type: none"> 1. Define organization structure for the Digital transformation with KPIs etc. 2. Help setup the programme management office 3. Gap analysis 4. Digital blueprint and business plan 5. Digital Transformation roadmap for the bank for 5 years <p>Hence, we request percentage of contract value to be updated to</p> <ul style="list-style-type: none"> - for Sl. No. 1 "On setting up of programme management office and outline of the Digital organization required" : 10% - for Sl. No. 2 "Completion of Design (Milestone + 1) - T+2 Months" : 20% 	As per RFP terms and conditions.
73	33	Sl. No. 5 in Table 5.1	The Bidder should have an average annual turnover of at least INR 300 Crores for last three financial years as per the audited financial statements	Our financials for FY 20-21 are still in Audit. We are happy to share the same post our audit completion. Meanwhile we can share the audited turnover for the three years prior to FY 20-21. Please confirm if this works.	In case the Audited Balance sheet of FY -2020-21 is not available, the Audited Balance Sheet for the FY 2017-18, 2018-19, and 2019-20 may be submitted. alongwith Provisional Balance sheet for FY 2020-21 certified by a CA . If provisional Balance sheet for the FY 2020-21 is also not available , then the Audited Balance sheet to be submitted by the successful bidder after completion of Audit. (Kindly refer Amendment No -3 , dated 24.09.21)
74	33	5.1. Eligibility Criteria	Bidder should have an experience of at least Two successfully completed/ongoing assignment of Digital Consultancy/Transformation across Public Sector Banks in India/Private Sector Banks/NBFCs in India with a minimum duration of six month of each assignment, during last five years. (In case of Private Sector Banks, minimum asset size should be Rs.50000.00 Crores and for NBFCs minimum AUM of Rs.20000.00 Crores.)	We request the Bank to please clarify that for ongoing assignments, the minimum duration is of the contract period and not the time elapsed since start of assignment	For ongoing projects the time elapsed should be for a minimum period of 6 months. (Kindly refer Amendment Number -4, dated 24.09.21)

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75	33	5.1. Eligibility Criteria	5 The Bidder should have an average annual turnover of at least INR 300 Crores for last three financial years as per the audited financial statements.	We kindly request the Bank, that since we do not have financials for FY21 available (audited or provisional), to please accept the financials for FY17-18, FY18-19 and FY19-20.	In case the Audited Balance sheet of FY -2020-21 is not available, the Audited Balance Sheet for the FY 2017-18, 2018-19, and 2019-20 may be submitted. alongwith Provisional Balance sheet for FY 2020-21 certified by a CA . If provisional Balance sheet for the FY 2020-21 is also not available , then the Audit Balance sheet to be submitted by the successful bidder after completion of Audit. (Kindly refer Amendment No -3 , dated 24.09.21)
76	33	5.1. Eligibility Criteria - Clause 4 and Clause 5 - Supporting documentation	Self-attested Copies of audited financial statements duly certified by auditor along with the auditor's report to be enclosed.	Our Financial Statement for year FY 20-21 are still under Audit. Request you to consider Financials for Year FY 17-18, FY 18-19 and FY 19-20 or Provisional & Unaudited financials (Balance Sheet & Profit and Loss) instead of FY 18-19, FY 19-20 and FY 20-21	In case the Audited Balance sheet of FY -2020-21 is not available, the Audited Balance Sheet for the FY 2017-18, 2018-19, and 2019-20 may be submitted. alongwith Provisional Balance sheet for FY 2020-21 certified by a CA . If provisional Balance sheet for the FY 2020-21 is also not available , then the Audited Balance sheet to be submitted by the successful bidder after completion of Audit. (Kindly refer Amendment No -3 , dated 24.09.21)
77	33	5.1 Eligibility Criteria - Clause 3	Bidder should have an experience of at least Two successfully completed/ongoing assignment of Digital Consultancy/Transformation across Public Sector Banks in India/Private Sector Banks/NBFCs in India with a minimum duration of six month of each assignment, during last five years. (In case of Private Sector Banks, Minimum asset size should be Rs.50000.00 Crores and for NBFCs minimum AUM of Rs.20000.00 Crores	Given that several new age NBFCs have adopted Digital operating model in the recent past, request the bank to revise the criteria of minimum asset size for NBFCs to Rs 5,000 Crs. instead of Rs 20,000 Crs.	As per RFP terms and conditions.
78	33, 91	5.1. Eligibility Criteria - Clause 2 and Clause 3 - Supporting documentation And Annexure 17: Experience Details	A Self-Declaration to be furnished by the Bidder on the Company's letter head supported by documentary proof of order / contract copy / service completion certificate/ reference letters. And Submit photocopies of POs as support documents for each item as per eligibility & evaluation criteria separately for point number 5.1 -S. No.2, 5.1-S. No.3, 5.2.2-S. No.1	Annexure 17 suggests that we have to submit POs of the creds submitted for 5.1. Eligibility Criteria - Clause 2 and Clause 3. However, the in Eligibility Criteria table under Supporting Documents we have been provided leeway of submitting contract copy / service completion certificate/ reference letters in addition of POs. Request you to please clarify if we can submit contract copy / service completion certificate/ reference letters as supporting document for both Eligibility and Evaluation Criteria	Such Documents submitted are subject to verification and acceptance will be the sole discretion of the bank
79	34	5.1. Eligibility Criteria - Clause 8 - Supporting documentation	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank.	Request the bank to please limit the declaration to Directors only	As per RFP terms and conditions.
80	36	Sl. No. 1 in Table 5.2.2 Technical Bid Evaluation Criteria; Sl. No. 3 in Table 5.1 Eligibility Criteria, Sl. No. 2 in Table 5.1 Eligibility Criteria,	1.1 Bidder experience in implementation of Digital Transformation/Digital Lending for a PSB/Private Sector Banks/NBFC* in India 1.2 Bidder experience and Credentials in implementation of Digital Transformation/Digital Lending for Global Bank*/Private Sector Banks* with International Presence. 1.3 Client Reference Visit/ Feedback	We have signed confidentiality agreements with our clients that limit our ability to disclose their names & the contracts / work orders with them. While we shall be happy to disclose the same where we are legally permitted to, we request you to accept the certificate with a brief description of our client (without disclosing their names in certain specific cases), the nature of services we performed for them, the duration of the project duly attested by a CA / statutory auditor	The acceptance of such document will be on sole discretion of the Bank subject to the following 1. It should be backed by relevant documents 2. It should be CA certified, wherever possible. 3. Name of the client must be mentioned.

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81	36	5.2.2 Technical Bid Evaluation Criteria	1.2 Bidder experience and Credentials in implementation of Digital Transformation/Digital Lending for Global Bank*/Private Sector Banks* with International Presence	We would like to state that International banks do not allow us to submit any documentary evidence like PO, contract copy, credential letter etc. and we can only submit self-certified case study without disclosing the name of the client. We kindly request the Bank to accept self-certified case study without the client name.	The acceptance of such document will be on sole discretion of the Bank subject to the following 1. It should be backed by relevant documents 2. It should be CA certified, wherever possible. 3. Name of the client must be mentioned.
82	36	5.2.2 Technical Bid Evaluation Criteria	1.3 Client Reference Visit/ Feedback	We request the Bank to kindly clarify on how the client visit will be conducted. We request to clarify if this will be a physical visit by the Indian Bank officials or it will be conducted virtually.	Bank reserve the right to visit the Client in any manner (Virtually / physically)
83	36	5.2.2 - Technical Bid Evaluation Criteria - Clause 1	Bidder experience in implementation of Digital Transformation/Digital Lending for a PSB/Private Sector Banks/NBFC* in India	Request the Bank to confirm that 'implementation experience' in Digital Transformation/ Lending includes completed as well as ongoing projects	The implementation experience is of completed Projects. However, completed journeys/ phases in the ongoing project will also be given weightage.
84	36	Evaluation Criteria	Sub parameter 1.1, 1.2, 1.3	Requesting if we can get clarity on the number of experiences that need to be showcased to earn 25 marks	As per RFP terms and conditions.
85	36	Evaluation Criteria	Sub parameter 2.0	Requesting if we can get clarity on the number of experiences that need to be showcased to earn 10 marks	As per RFP terms and conditions.
86	36, 37	5.2.2 - Technical Bid Evaluation Criteria - Clause 1	In case of Private Sector Bank the minimum Asset Size of the Bank should be at least Rs.50000 Crores and for Global Bank at least USD100 bn, as on 31.03.21, for NBFCs AUM should be at least Rs. 25000 Cr)	Request the bank to modify the criteria of having worked with Global bank of at least USD100 Bn as 'Global bank with at least USD 5 Bn'	As per RFP terms and conditions.
87	37	5.2.2 Technical Bid Evaluation Criteria	*In case of Private Sector Bank the minimum Asset Size of the Bank should be at least Rs.50000 Crores and for Global Bank at least USD100 bn, as on 31.03.21, for NBFCs AUM should be at least Rs. 25000 Cr)	We kindly request the Bank to reduce the criteria for NBFC AUM to Rs. 8000 Cr as we have undertaken marquee digital transformation assignments for some of the smaller NBFCs and we would like the Bank to consider these.	As per RFP terms and conditions.
88	37	5.2.2 Technical Bid Evaluation Criteria	2. Bidders experience of transformation in public sector bank in India in last 5 years	We wish to bring to your attention that only bidder has majority of the engagements titled "transformation" awarded by PSB's in last 5 years in India.	As per RFP terms and conditions.
89	37	5.2.2 Technical Bid Evaluation Criteria	2. Bidders experience of transformation in public sector bank in India in last 5 years	we have digital & other consulting engagements with PSB's in last 5 years in India but they would fall under criteria no 1 and hence we request clarity if the same engagements presented by us in criteria 1 will be given marks in criteria no.2	Yes. As per RFP

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90	37	5.2.2 Technical Bid Evaluation Criteria	4. Key resources/ proposed team profile to be deployed for the Project.	<p>We would like to draw attention to clause 7.10. where Bidder is allowed to subcontract later on.</p> <p>We would like to state that for Indian Bank to assess the strengths of the Bidders in a fair manner, it is imperative to evaluate the Bidders on the basis of having the entire team available for deployment in-house as their employees. Bidders without entire teams in-house will only be able to showcase the key team members and not the actual resources that will be working on the ground for this marquee project and will later on sub-contract the project, giving them undue advantage and resulting in questionable quality. In the interest of fairness and for Indian Bank to assess, evaluate and select a Bidder having the requisite manpower on rolls, we request the Bank to expand the evaluation for the profiles of entire team and not only the Key Resources.</p>	As per RFP terms and conditions.
91	38	5.2.3	Overall Evaluation Criteria: This will be a "Techno Commercial Evaluation" and accordingly the Technical evaluation will have 80% weightage and Commercial evaluation shall have 20% weightage.	Request that the weightage be revised as ahead, given the long term nature of the proposed project: This will be a "Techno Commercial Evaluation" and accordingly the Technical evaluation will have 70% weightage and Commercial evaluation shall have 30% weightage.	As per RFP terms and conditions.
92	46	Point xii under 7.2 Representation and Warranties	Any intellectual property arising during the course of the execution under this contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank	<p>We agree to provide the Bank the IP of the final deliverables that are shared with the Bank.</p> <p>We propose to clarify the language of the clause to allows us to retain the pre-existing and underlying intellectual property to the extent embedded in the deliverables. We shall provide a non-exclusive, non-transferable, non-sublicensable, fully paid right to the Bank to use and copy any of the pre-existing IP forming part of the deliverables, so as to enable the Bank to use the deliverables internally, in accordance with the Contract. We shall also retain the ownership of any IP we develop while working for the Bank, whether or not incorporated into the deliverables. This is especially true for any IP that could be considered an 'enhancement" to our pre-existing IP.</p> <p>We shall not preclude the Bank from sharing the deliverables with any third parties, however, we request the Bank to ensure that such third parties sign our standard non-reliance letter before the Bank shares deliverables and any third-party having access to the report or presentation may use it on a non-reliance basis. This would protect us from risks of third-party claims based on reliance on our deliverables, which are prepared only for the Bank. We are unable to assume any legal obligations to non-clients that could arise from the redistribution of our work and we do not owe duty of care towards the third party.</p>	As per RFP terms and conditions.

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93	46	7.2	Any intellectual property arising during the course of the execution under this contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank	<p>We request to please amend to read as follows;</p> <p>"Any intellectual property arising during the course of the execution under this contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank. Notwithstanding the above, any intellectual property rights including in relation to concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models and industry perspectives that the bidder has owned before the engagement or those that have been developed or enhanced by the bidder during the course of this engagement shall be owned by the bidder and bidder shall license the bank to use such for the propose of the engagement."</p> <p>Bidder represents and warrants that the Deliverable (including software) will perform in substantial conformance to any applicable specifications set forth herein and as otherwise agreed in writing by Bank and Bidder. The Deliverables are otherwise being provided to Bank AS IS, without any express or implied warranty, and Bidder shall not be obligated to maintain, upgrade, support, host, update, or correct the Deliverables beyond the period of this Agreement. Bank warrants that it will not use the Deliverables in a "closed-loop" system, including where no Bank employee or agent is materially involved in implementing the Deliverables and/or insights derived from the Deliverables. The Deliverables are not meant for any autonomous use and the Bank undertakes that where it intends to use the Deliverables in a mechanical unit, it shall seek consent from Bidder before such use and shall engage expert third parties to</p>	As per RFP terms and conditions.
94	47	7.5	No right of set-off Clause : In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this appointment to the Bidder for any payments receivable under and in accordance with that business.	Please clarify the set-off clause	As per RFP terms and conditions.
95	48	Point ii under 7.12 Limitation of Liability	The Successful Bidder's liability in case of claims by the banks resulting from its wilful misconduct or gross negligence, loss suffered by banks due to damage to real or tangible or intangible property by Successful Bidder, its employees and/ or subcontractors or loss suffered by banks due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited	<p>We agree that our aggregate liability for any direct damages, including third party claims, whether in contract (including indemnity), tort, strict liability or otherwise, shall be limited to the total contract value.</p> <p>We can only agree to unlimited liability for (i) personal injury or death caused by our negligence; (ii) fraud; or (iii) any matter for which it would be illegal to exclude or limit liability. We suggest that all other claims should be capped at the aforesaid limitation of liability.</p> <p>In light of the commercially acceptable industry practice, we would like to clarify that under no circumstances should either Consultant or Bank be liable to the other for any indirect, consequential, punitive, or other special damages.</p>	As per RFP terms and conditions.

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96	48	Paragraph 2 under 7.11 Substitution of Team Members	During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to 10% of the contract value as liquidated damages	All key personnel such as program leaders and experts will not be substituted unless out of our control such as resignation. However, we have a large number of resources at other levels with similar capabilities and we may need to substitute select resources based on our own internal policies. In any such substitution, we will mutually agree with the Bank to provide sufficiently equivalent resources, and the services shall continue to be performed as agreed. Considering the above, we propose to amend the clauses basis the aforesaid understanding, and (1) subject the Bank's termination right to the termination clause, (2) remove the right to recover payments by the Bank, and (3) remove the provision of liquidated damages in this clause.	As per RFP terms and conditions.
97	48	7.11	If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to 10% of the contract value as liquidated damages.	Request the Bank to re-visit this clause	As per RFP terms and conditions.
98	48	7.12	Limitation of liability: infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	We request the bank to make this mutual. Both parties should not be liable for indirect loss.	As per RFP terms and conditions.
99	48	7.10 Subcontracting	As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.	We would like to submit that it will be an unfair comparison between bidders who have invested and built end to end in-house capabilities and bidder who haven't built inhouse capabilities. Bidders should be mandated to specify the name of the sub-contractor, scope of work proposed to be subcontracted and the number of persons and efforts proposed to be subcontracted.	As per RFP terms and conditions.
100	48	7.2 ii	The Successful Bidder's liability in case of claims by the banks resulting from its wilful misconduct or gross negligence, loss suffered by banks due to damage to real or tangible or intangible property by Successful Bidder, its employees and/ or subcontractors or loss suffered by banks due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	We request to amend to read as follows: "The Successful Bidder's liability in case of claims by the banks resulting from its wilful misconduct or gross negligence, loss suffered by banks due to damage to real or tangible or intangible property by Successful Bidder, its employees and/ or subcontractors or loss suffered by banks due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights that the Successful Bidder uses or creates (except for those designated by the Bank) shall be unlimited."	As per RFP terms and conditions.

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101	48	7.11	During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to 10% of the contract value	We request you to please remove this requirement including the penalty of 10% of contract price. We are committed in having experienced/ quality resources on our team and execute on key deliverables outlined, regardless of the change in resources	As per RFP terms and conditions.
102	49	7.13 Confidentiality	All Indian Bank's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the bidder or its employees or it's sub-contractors during the course of discharging their obligations shall be treated as absolutely confidential and the bidder irrevocably agrees and undertakes and ensures that the bidder and its employees and sub-contractors shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Indian Bank nor shall use or allow to be used any information other than as may be necessary for the due performance by the bidder of its obligations hereunder	<p>We agree to the confidentiality obligations.</p> <p>In the Contract, we propose to further clarify this clause to define 'Confidential Information' and to add mutual confidentiality obligations for both parties.</p> <p>Further, Confidential Information should also not include information that: (a) the receiving party can demonstrate was independently developed by or for the receiving party without reliance on any Confidential Information of the other party; or (b) is disclosed pursuant to an order of any court of competent jurisdiction or any regulatory, judicial, governmental, or similar body or any taxation authority of competent jurisdiction requiring disclosure of the Confidential Information of the disclosing party, provided that, to the extent legally permitted, the receiving party shall promptly notify the disclosing party.</p> <p>Additionally, in order to be compliant with any legal or tax orders, we request that we are allowed to retain the copies of the reports or deliverables submitted by us as an evidence of the work completed by us under the Contract. Any such information retained shall continue to be held in confidence as per the confidentiality terms of the Contract/ NDA.</p>	As per RFP. However, if statutory requirement or regulatory authority requirement or compliance of judicial order, the disclosure of such information may be considered for disclosure & accepted subject to obtaining prior written permission from the Bank. (Kindly refer Amendment No -5 , dated 24.09.21)
103	49	7.12 (v)	Subject to any law to the contrary, and to the maximum extent permitted by law, bidder shall be liable to the Bank for any consequential/ incidental, or indirect damages arising out of this agreement.	We request the bank to make this mutual. Both parties should not be liable for indirect loss.	As per RFP terms and conditions.
104	49	7.12 (v)	Subject to any law to the contrary, and to the maximum extent permitted by law, bidder shall be liable to the Bank for any consequential/ incidental, or indirect damages arising out of this agreement. However, Bank will not be liable to bidders for any such consequential/ incidental, or indirect damages arising out of this agreement.	We request to please amend this to read as follows: "Subject to any law to the contrary, and to the maximum extent permitted by law, bidder shall not be liable to the Bank for any consequential/ incidental, or indirect damages arising out of this agreement. Similarly, Bank will not be liable to bidders for any such consequential/ incidental, or indirect damages arising out of this agreement."	As per RFP terms and conditions.

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105	49, 51, 52	7.13, 7.15 & 7.16	Indemnification	<p>We can agree to indemnifying only for losses that arise from third party claims for intellectual property rights' infringement (except patents which are not applicable to the scope of work). All direct claims or any other third-party claims can and should be litigated (or otherwise resolved) between the parties via the courts or other agreed processes.</p> <p>Accordingly, we would like to remove the indemnity under clauses 7.13, 7.15, and amend clause 7.16.</p> <p>Further, clause 7.16 should be amended to remove the right to recover amounts</p>	As per RFP terms and conditions.
106	50	7.13	The bidder shall return all the Confidential Information that is in its custody, upon termination/expiry of this Agreement	<p>We request the following: "Bidder may retain such portion of the Confidential Information that is required for compliance with its statutory, regulatory or professional conduct obligations"</p>	The service provider will be permitted to retain a copy the information held with him, if it is needed for professional archive purpose or as required under relevant law. But, he should give an undertaking that he will not use the same for other Banks purposes. (Kindly refer Amendment No -6, dated 24.09.21)
107	50	7.13	<p>However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information: Was acquired by the bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Indian Bank.</p>	<p>We request the bank to add below two other scenarios (a) is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosures made by the disclosing Party to the receiving Party of such information; (b) is required to be disclosed by either Party by order of a court, administrative agency or governmental body, or by any law, rule, regulation, subpoena, or any other administrative or legal process, or by applicable regulatory or professional standards;</p>	As per RFP. However, the service provider may disclose the information held with him, if it is required under relevant law or in compliance of the Court Order. But, he should give an undertaking that he will not use the same for other Banks purposes. (Kindly refer Amendment No -7, dated 24.09.21)
108	50	7.14	The obligation under NDA shall survive the expiration/termination of the original contract referred and the obligations contained herein shall continue indefinitely as long as the underlying information remains confidential. The obligations of the Company respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.	We would request the Bank to limit the confidentiality obligation period for a period of one (1) year post completion of the project (the period can be negotiated)	As per RFP terms and conditions.

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Sl No.	Page No.	Clause No./ Section/ Point	Details provided in RFP	Query/ Changes Requested	Response to Query/ Remarks from Bank
109	50	7.14	<p>The Bank and their authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Banks is not misused. The Bidder shall cooperate with the RFP for appointment of Consultant for Digital Transformation authorized representative/s of the Banks and shall provide all information/ documents required by the Bank/ RBI / any other regulator failing which the Bidder will be liable to pay any charges/ penalty levied by RBI/ any other regulator.</p> <p>All Bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Banks and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Banks deem necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. The Successful Bidder shall furnish certifications required in the process of Audit relating to risk parameters finalized by the Bank at its discretion. Any discrepancies observed during such Audit have to be rectified by the Successful Bidder in consultation with the Bank</p>	<p>We request to please amend as follows: "The Bank and their authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Banks is not misused. The Bidder shall cooperate with the RFP for appointment of Consultant for Digital Transformation authorized representative/s of the Banks and shall provide all information/ documents that has been provided by the Bank and required by the Bank/ RBI / any other regulator failing which the Bidder will be liable to pay any charges/ penalty levied by RBI/ any other regulator. All Bidder records with respect to any deliverable covered by this RFP shall be made available to auditors and or inspecting officials of the Banks and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Banks deem necessary, to audit, examine, and make excerpts or transcripts of all relevant data regarding such deliverables. Said records are subject to examination. The Successful Bidder shall furnish certifications required in the process of Audit relating to risk parameters finalized by the Bank at its discretion. Any discrepancies observed during such Audit have to be rectified by the Successful Bidder in consultation with the Bank"</p>	As per RFP terms and conditions.
110	51	7.15 Compliance with Law	<p>Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from</p>	<p>We agree to comply with applicable laws as applicable to us, however, we suggest this obligation should be mutual on both parties. Further, we should not be obligated to notify the Bank on the laws or licenses etc., since this is beyond our scope. Bank shall be responsible for obtaining its own legal, regulatory, tax and accounting advice concerning laws, regulations, agreements and other legal, accounting or tax issues which affect the advice given by us to Bank</p>	As per RFP terms and conditions.
111	51	7.14	<p>Visitorial rights: All Bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Banks and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Banks deem necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination</p>	<p>We would recommend changes in the clause with respect to the visiting rights given our restrictions. Audit our office and system is not acceptable as DTITLLP will have data / information of other clients and it would be breach of confidentiality in case we allow the client to audit our office / system. However, the scope and period may be discussed and negotiated once the contract is awarded to us.</p>	<p>Availability of Bidder records is limited to matters covered under this RFP and shall be restricted to Statutory requirements only. (Kindly refer Amendment No -8, dated 24.09.21)</p>
112	52	7.16 (a)	<p>Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or</p>	<p>The deliverables are provided by us and client does not provide any deliverable. Hence we request the Bank to exclude this from the indemnification and request the bank to indemnify us from using our deliverable</p>	As per RFP terms and conditions.

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113	52	7.16 (e)	breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or	We would like to exclude this from the indemnification.	As per RFP terms and conditions.
114	53	7.18	SLA and NDA: If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations	Since we have the existing SLA/NDA, can those be leveraged	As per RFP terms and conditions.
115	53	7.13	The bidder shall return all the Confidential Information that is in its custody, upon termination/expiry of this Agreement	We request to please amend to read as follows: "The bidder shall return all the Confidential Information that is in its custody, upon termination/expiry of this Agreement except for a copy that bidder needs to retain for professional archive purpose or as required under relevant law. Bank agrees that it will not disclose any materials or information that Bidder furnishes to the Bank, including the deliverables, to any third parties without bidder's prior written permission. Each party further agrees not to use the other party's name or trademarks in any communication with any third party without the other party's prior written permission."	The service provider will be permitted to retain a copy the information held with him, if, it is needed for professional archive purpose or as required under relevant law. But, he should give an undertaking that he will not use the same for other Banks purposes. (Kindly refer Amendment No -6, dated 24.09.21)
116	53	7.17	The selected Bidder shall execute (a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and (b) Non-Disclosure Agreement (NDA). The selected Bidder shall execute the SLA and NDA within one month from the date of acceptance of letter of appointment or as intimated by the Bank.	We request to please amend to read as follows; "Subject to reviewing and agreeing on its terms, the selected Bidder shall execute (a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and (b) Non-Disclosure Agreement (NDA). Parties shall use its best effort to negotiate and agree on the terms of the SLA and NDA within one month from the date of acceptance of letter of appointment or as intimated by the Bank."	As per RFP terms and conditions.
117	54	Paragraph 3 under 7.19 Penalty and Liquidated Damages	Notwithstanding Bank's right to cancel the order, the Bank reserves the right to recover the penalty at 0.50% of the contract value per week for every week's delay in the specified delivery schedule subject to a maximum of 10% of the contract value. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder. If the total amount of Liquidated damages reaches 10% of contract value, it will be sufficient reason to terminate the contract and invoke Bank Guarantee	We suggest modifying the language so that penalty is applicable only where the delay is solely and unambiguously attributable to us. In such a case, we will pay actual damages as determined by a court and suggest removing a pre-agreed penalty/ liquidated damages from Contract. Further, any termination should be subject to the notice period under the termination clause.	As per RFP terms and conditions.
118	54	Paragraph 3 under 7.19 Penalty and Liquidated Damages	Notwithstanding Bank's right to cancel the order, the Bank reserves the right to recover the penalty at 0.50% of the contract value per week for every week's delay in the specified delivery schedule subject to a maximum of 10% of the contract value	As per our standard terms, we would like to add the clause on interest on late payment. "Consultant will impose a late payment fee for invoices that remain unsettled after 30 days from raising the invoice." Request you to accept the same	As per RFP terms and conditions.

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SI No.	Page No.	Clause No./ Section/ Point	Details provided in RFP	Query/ Changes Requested	Response to Query/ Remarks from Bank
119	54	7.19	<p>Notwithstanding Bank's right to cancel the order, the Bank reserves the right to recover the penalty at 0.50% of the contract value per week for every week's delay in the specified delivery schedule subject to a maximum of 10% of the contract value. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder. If the total amount of Liquidated damages reaches 10% of contract value, it will be sufficient reason to terminate the contract and invoke Bank Guarantee.</p> <p>If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to cancel the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder. Penalty will be calculated on per week basis and on the same Rate as applicable to Liquidated Damages. In case of termination of contract the Bank reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance</p>	<p>We request and would like to clarify that such Liquidated Damages for delay to be imposed where the bidder/ consultant is solely responsible for such delay. We feel in such a transformation effort, it might not merit for us to be liable for such damages in the case there are other reasons for such delay in completing the services such as due to delays on the part of the bank, other stakeholders and vendors, on whom there will be significant execution dependencies</p>	<p>As per RFP. Penalty & Liquidated damages are not applicable for reasons attributable to the Bank and Force Majeure. (Ref Page -56 of RFP).</p>
120	55	Paragraph 1 under 7.20 Termination	<p>Bank shall have the option to terminate this RFP any time or at any stage without giving notice</p>	<p>We suggest that any termination under the Contract should be where there is a material breach (not any breach), and the right to terminate for cause should be mutual.</p>	<p>As per RFP terms and conditions.</p>
121	55	7.19 (3)	<p>Penalty and liquidated damages: penalty at 0.50% of the contract value per week for every week's delay in the specified delivery schedule subject to a maximum of 10% of the contract value</p>	<p>We request the bank to add below language after the word "delay" - "for the reasons solely attributable to the Bidder"</p>	<p>As per RFP. Penalty & Liquidated damages are not applicable for reasons attributable to the Bank and Force Majeure. (Ref Page -56 of RFP).</p>
122	55	7.19 (3)	<p>Penalty and liquidated damages: If the total amount of Liquidated damages reaches 10% of contract value, it will be sufficient reason to terminate the contract and invoke Bank Guarantee</p>	<p>Please clarify if penalty word is used as synonymous with liquidated damages? Below the LD is capped to 5%?</p>	<p>Both Penalty and liquidated damages are independent of each other and applicable separately and concurrently. Penalty can reach maximum 10% of contract value and LD @ 5% of contract value in case of termination of contract for non performance.</p>
123	55	7.20	<p>Termination or expiry of RFP: Upon the termination or expiry of this RFP and subsequent Agreement:</p>	<p>Since the clause does not address on payment post termination, we request the Bank to amend the clause for payment to be paid till the termination date.</p>	<p>Pro-rata payment for the work done may be considered by the Bank subject to Liquidated & Penalty liability clauses of RFP.</p>
124	55	7.19 (4)	<p>Penalty and liquidated damages: on per week basis and on the same Rate as applicable to Liquidated Damages In case of termination of contract the Bank reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance.</p>	<p>Please clarify - here the LD is capped to 5% . Does that mean the total penalty + LD = 15%? Can this be limited overall to 10%?</p>	<p>Both Penalty and LD are independent of each other and are applicable separately and concurrently.</p>

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125	55	7.19 (9)	Penalty and liquidated damages: SLA violation will attract penalties.	Is this separate penalty?	Both Penalty and LD are independent of each other and are applicable separately and concurrently.
126	55	7.2	Bank shall have the option to terminate this RFP any time or at any stage without giving notice. Bank also shall have right to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Bidder at least -3- months prior notice in writing. It is clarified that the Bidder shall not terminate the subsequent Agreement for convenience.	We request to please amend as follows: "Bank shall have the option to terminate this RFP any time or at any stage without giving notice. Bank also shall have right to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Bidder at least -3- months prior notice in writing. Bidder shall have the right to terminate the subsequent Agreement for convenience by giving notice to the Bank. In case of the termination, the Bidder shall be entitled to be paid for the work that it has been performed until the date of termination."	Bidder shall not have Right to terminate Agreement for convenience. Prorata payment for the work done may be considered by the Bank subject to Liquidated & Penalty liability clauses of RFP.
127	63	Annexure 1 (9)	Eligibility cum technical bid to contain: The Bidder should not have been blacklisted/debarred by the Central Government/State Governments / Semi- Government departments / Regulatory Authorities / Financial Institutions/ banks/ Public Sector Undertakings in India Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/member firms	We propose to amend the clause and remove Affiliates /Group Companies /member firms	As per RFP terms and conditions.
128	64	Annexure 1 (10)	Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/member firms	We propose to amend the clause and remove Affiliates /Group Companies /member firms	As per RFP terms and conditions.
129	69	Annexure 05 - Profile of Proposed Team Leader and Core team members	Profile of Proposed Team Leader and Core team members	1. We suggest the Bank seeks the profile of the entire team not just the key team leader and core members for the purpose of fair and equitable technical evaluation. Bidders without all the profiles in-house will sub-contract later and it will result in questionable quality services to the Bank. We request the Bank to evaluate all the Bidders on the basis of the entire team profiles so that it is fair to all Bidders. 2. Bidders should be mandated to specify the name of the sub-contractor, scope of work proposed to be subcontracted and the number of persons and efforts proposed to be subcontracted.	As per RFP terms and conditions.
130	71	Annexure 06 - Undertaking for Information Security	Undertaking for Information Security	We are not supplying any hardware or software as part of this project and hence this annexure is not applicable. We request the Bank to please delete this Annexure from the submission requirements.	As per RFP terms and conditions.

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SI No.	Page No.	Clause No./ Section/ Point	Details provided in RFP	Query/ Changes Requested	Response to Query/ Remarks from Bank
131	71	Annexure 6	Undertaking for Information Security	Given scope of consultant is to provide design, blueprint and PMO, and not provide hardware, etc. - we believe this might not be relevant (hardware/ software to be provided by a Bank-selected 3rd party) Request you to please clarify if the bidder is required to submit this annexure; given no hardware/ software is supplied by the bidder	As per RFP terms and conditions.
132	72	Annexure - 7	Performance Bank Guarantee	Can the bank provide guidelines on the amount for performance bank guarantee?	Please refer amendment to RFP posted on Bank's website on 08.09.2021. PBG @ 3% of Contract value to be submitted by Successful bidder.
133	75	Annexure 8 - Commercial Bid	Fixed Commercial Bid including Professional Fee and Out of Pocket Expenses based on the Scope of Work	The commercial format requires only one figure to be quoted. Is the Bidder supposed to provide the commercials for 12 months or 18 months? If the commercials are to be provided for 12 months, then how will the Bank arrive for the commercials for the next 6 months while giving extension of work as the resource deployment will be different in last 6 months? we suggest commercials are taken for 18 months and then optional for 2 quarters.	Commercials are to be provided for 12 months. Kindly refer point no 4.4- Programme Length - Para 2
134	77	Annexure 9 - Integrity Pact	Annexure 9 - Integrity Pact	Our understanding is that the Integrity Pact has to be signed by all the sub-contractors of prime bidder. Hence we request the Bank to kindly include the provision that if any Bidder wishes to subcontract, the sub-contractors should be disclosed at the bidding stage itself and all the sub-contractors, whether company, firm or individual sub-contractors, should sign the integrity Pact separately and submit it along with the bid submitted by the Bidder	As per RFP terms and conditions.
135	82	4. Sanctions for Violations Fall Clause 7. Facilitation of Investigation	The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or sub systems/ services was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price within a period of -1- year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	The services we provide to each client are bound by specific scope, terms and conditions of the engagement, and the fee paid is equally dependent on several factors which cannot be equated. We will be providing bespoke services, which cannot be compared with our deliverables and fees for other clients. Further, in any examination, nothing shall obligate us to disclose any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with our business, payroll information, or information or material that constitute, in our opinion, legally privileged documents or information that we are bound to maintain as confidential by written obligation to a third party.	As per RFP terms and conditions.
136		General Query	General Query	The bidder requests bank to please confirm if the consultants will be provided with AS-IS documents (SOPs, Process flows, Policies) of the existing digital products in the Bank	The required documents will be shared with the successful Bidder.