

DMABI Solution - Clarifications to Pre-bid queries

Note					
Responses to the following Queries have been corrected and may be read as under:					
Sl. No.	RFP Reference Page No.	RFP Clause No.	Existing Clause Details	Clarifications sought	Response
30	184	Appendix II Point 21	The DMABI Solution should be capable of generating income & expenditure statement and balance sheet as per user defined formats/statutory/ regulatory format.	Does NABARD use any existing tool for sanction for B/S & P/L generation. Approximately how much is manual intervention in preparing these statements	Yes Manual intervention required only to set paramters
31	184	Appendix II Point 22	The Vendor to implement generation and printing of all statutory and regulatory reports in the formats as required by the different statutory, regulatory and legal bodies	Does NABARD use any existing tool for sanction for B/S & P/L generation. Approximately how much is manual intervention in preparing these statements	Yes Manual intervention required only to set paramters
194	14	4.1.1.10.9	The solution should support seamless integration of compute resources and data from the premises to the proposed MEITY empaneled cloud without any downtime. The solution may contain cloud services for ETL, graph database and No-SQL database. In the event of ETL services being deployed on cloud the processed data must be seamlessly be transferred to NABARD's premises.	Request NABARD to add the following aspects with respect to the MEITY empaneled cloud platform: The proposed MEITY empaneled cloud platform should support deployment with high availability configuration across on at-least two distinct physical sites/datacenters delivering an up-time of at least 99.9% monthly.	Request not acceded to
196	227	DMABI Solution Data Warehouse Storage Specifications	NA	Request NABARD to add the following solution aspects: The solution should have the capability to deliver scalable object storage service that delivers an object durability of at least 99.99999999%	Request not acceded to
202	227	Data Warehouse Storage Specifications (1)	Database should support many data types and data models relational, JSON, graph, spatial, text, OLAP, XML	Request NABARD team to modify the clause to: "Data platform should support tools to handle many data types and data models relational, JSON, graph, spatial, text, OLAP, XML" since database storage directly handling the data models is product specific	Request not acceded to
203	227	Data Warehouse Storage Specifications (2)	Database should have capability to support many workload types within the database i.e. Transactions, analytics, ML, IoT, streaming, blockchain workloads	Request NABARD team to modify the clause to: "Data platform should support tools with the capability to support many workload types within the database i.e. Transactions, analytics, ML, IoT, streaming, blockchain workloads"	Request not acceded to
444	14	4.1.1.10.9	The solution should support seamless integration of compute resources and data from the premises to the proposed MEITY empaneled cloud without any downtime. The solution may contain cloud services for ETL, graph database and No-SQL database. In the event of ETL services being deployed on cloud the processed data must be seamlessly be transferred to NABARD's premises.	Request NABARD to add the following aspects with respect to the MEITY empaneled cloud platform: The proposed MEITY empaneled cloud platform should support deployment with high availability configuration across on at-least two distinct physical sites/datacenters delivering an up-time of at least 99.9% monthly.	Request not acceded to
446	227	DMABI Solution Data Warehouse Storage Specifications	NA	Request NABARD to add the following solution aspects: The solution should have the capability to deliver scalable object storage service that delivers an object durability of at least 99.99999999%	Request not acceded to
452	227	Data Warehouse Storage Specifications (1)	Database should support many data types and data models relational, JSON, graph, spatial, text, OLAP, XML	Request NABARD team to modify the clause to: "Data platform should support tools to handle many data types and data models relational, JSON, graph, spatial, text, OLAP, XML" since database storage directly handling the data models is product specific	Request not acceded to
453	227	Data Warehouse Storage Specifications (2)	Database should have capability to support many workload types within the database i.e. Transactions, analytics, ML, IoT, streaming, blockchain workloads	Request NABARD team to modify the clause to: "Data platform should support tools with the capability to support many workload types within the database i.e. Transactions, analytics, ML, IoT, streaming, blockchain workloads"	Request not acceded to
455	103	4.3.1 Bidder Experience Scoring (B1)	The Bidder should have experience in implementing the proposed DMABI Solution covering the below capabilities in Scheduled Commercial Banks in India	We request you to consider such experience from Banks and financial services clients from India and Globally.	Request not acceded to
456	104	4.3.2 Scoring for People with Expertise (B2)	Criteria The designated engagement manager should be an individual with 12+ years of experience and handled projects across public sector banks in India. Preferably PMP certified Full marks if the designated engagement manager has worked as engagement manager with 2 scheduled commercial banks of which atleast 1 is PSU bank 4 marks if the designated engagement manager has worked in 1 PSU Bank NIL for others	We request you to consider experience from implementations done for Banking and Financial services for Government/ PSU companies along with PSU banks.	Request not acceded to
457	104	4.3.2 Scoring for People with Expertise (B2)	Criteria The designated technical architect should be an individual with 12+ years of experience and handled projects across public sector banks in India.	The Marking criteria seems to be a copy paste issue from the previous point. We request you to consider experience from implementations done for Banking and Financial services for Government/ PSU companies along with PSU banks.	Request not acceded to
460	42	5.1.10. Validity of Bids	The Bids shall remain valid for a period of 180 days from the last date of opening of Commercial Bids.	Please can we base the Bid validity date based on an event which has a fixed timeline such as the final submission date. The exact date at which the commercial bid will be opened is not fixed and is dependent on the time taken for technical evaluation. Request you to please consider updating this.	Request not acceded to

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939	87	11.29.1 - 11.29.4	Indemnity	<p>We request Bank to replace the provisions with following, as Indemnities under these provisions are very broad including indemnity for breach of contractual terms. Bank does not require any indemnity provision to secure its right for contractual breaches, as such the contract itself will give right to Bank to initiate appropriate legal action. Further, third party IP infringement should be mutual and there must be carve outs to the provision, which explain the situation where respective parties may not at fault: "Each party (the "Indemnifying Party") will indemnify and defend the other party, its parents, subsidiaries, affiliates, successors, and their directors, officers, employees, agents and representatives (collectively the "Indemnified Parties"), from and against any and all third party claims, demands, lawsuits, judgments, fines, and penalties (including interest thereon and court costs) caused by a claim that any Deliverable (in which case, Accenture is the Indemnifying Party) or Client IP (in which case, Client is the Indemnifying Party) provided pursuant to this Agreement (collectively, "Indemnified Claims"), (i) infringes a third party's copyright, trademark or India patent existing as of the date of delivery of such Deliverable or Client IP, or (ii) misappropriates a third-party's trade secrets. The Indemnifying Party will have no liability, however, to any Indemnified Party to the extent the alleged infringement or misappropriation was caused by: (I) modifications to any Deliverable (made by or on behalf of Client) or Client IP (made by or on behalf of Accenture); (II) use of the Deliverable or Client IP in combination with any hardware, software or other products or services where such combination was not within the reasonable contemplation of the Parties; (III) the failure of an Indemnified Party to use corrections or enhancements to the Deliverable or Client IP provided by the Indemnifying Party; (IV) specifications or direction provided by the Indemnified Party; or (V) use of the Deliverable or Client IP not authorized under this Agreement. If any Deliverable is, or in Accenture's opinion is likely to be, held to be infringing, Accenture will at its expense and option either: (i) procure the right for Client to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing, or (iv) direct the return of the Deliverable and refund to Client the fees paid for such Deliverable. This section sets forth the sole and exclusive remedies for Indemnified Claims. To receive the benefits of this provision, the Indemnified Party must promptly notify the Indemnifying Party in writing of any eligible claim or demand and provide the Indemnifying Party reasonable cooperation and full authority to defend or settle same provided that such settlement does not impose any obligation (monetary or otherwise) on the Indemnified Party without its consent. "</p>	<p>NABARD would require the detailed indemnity clause set out in Clauses 11.29.1 -11.29.4 contract as it specifically sets out the independent agreement between the parties on the rights that may be availed by NABARD against the Bidder in the instance of breach of any obligations of the Bidder or any claims arising against NABARD due to certain acts / omissions of the Bidder. Indemnity is in addition to and separate from other contractual remedies available to the parties.</p> <p>With regard to third party IP infringement, the Bidder is creating "Deliverables" based on specific instructions / customisations provided by NABARD on a work for hire basis and is assigning all the IP rights in the "Deliverables" to NABARD. Hence any limitations / exceptions to indemnities for third party IP claims with regard to the "Deliverables" are not acceptable. Also, please refer to Clause 11.24 for IPR infringements. The Bidder may procure relevant rights for the infringing element or modify the Deliverable to make it non-infringing, however this is required to be done at the option of NABARD.</p>
1043	68	10.7	<p>10.7.1 In case of termination of the Contract by NABARD pursuant to Clause 10.5.1, any payments made by NABARD to the Bidder (for period for which Services are not availed) would necessarily have to be returned to NABARD.</p> <p>10.7.2 In case of termination of the Contract by NABARD pursuant to Clause 10.5.2, any payments made by NABARD to the Bidder (for period for which Services are not availed) would necessarily have to be returned to NABARD with interest @ 15% per annum. Further, the Bidder shall compensate NABARD for any direct Losses incurred by NABARD due to the termination of the Contract and any additional expenditure to be incurred by NABARD in appointing any other service provider for the Services.</p> <p>10.7.3 In the event Bank terminates the Contract in whole or in part for any reason, Bank may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the Bidder shall be liable to Bank for any excess costs for such similar systems or services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.</p> <p>10.7.4 Upon termination, the Bidder shall ensure transition of Services and co- operate with NABARD in the manner as set out</p>	<p>For 10.7.1, we understand that in such an event NABARD will make payments for the delivered portion of the work, the applicable Termination Fees and the Transition-Out Services specified in the Pricing/Payment section in the Agreement. Please confirm.</p> <p>For 10.7.2, we request deletion of this requirement, any damages including interest thereon will be required to be adjudicated via arbitration.</p> <p>For 10.7.3, We request that such risk purchase will be applicable only for termination for cause and not for termination for convenience/insolvency. We understand that any such alternate procurement will be done through a competitive bidding in compliance with the public procurement requirements. Further, we understand that the term "excess cost" in this context means incremental costs over and above what NABARD had to pay/paid for product or service which is the subject of dispute. Please confirm.</p>	<p>For Clause 10.7.1 - The Bidder would be required to refund any fees paid by NABARD for period for which services have not been availed and retain fees for the services availed. There is no specific termination or transition services fees payable under the contract.</p> <p>For Clause 10.7.2 - The interest rate specified herein will need to be retained as it is a contractual deterrent against the Bidder to breach the contract. There is no element / aspect of a dispute to be arbitrated herein.</p> <p>For Clause 10.7.3 - The right for NABARD to procure services from third parties will need to apply in the instance of any form of termination of the contract. This may not be limited only to termination for cause. The "excess cost" payable herein is not subject to any specific dispute. It will be determined basis the overall costs estimated under the payment milestones.</p>