

Pre Bid Query Responses

Sno	Source	Page No	Section	Particulars	Clarification Sought	MUDRA Comments
1	RIP	Page 29	7.10	Section 7.10 and 7.14	Section 7.10 states that S/W assets will be owned by Bidder. Section 7.14 states that MUDRA shall have exclusive rights over codes used for customizing the product and same shall be delivered to MUDRA under an escrow arrangement. This sounds conflicting. Also, it may not be practical to separate out customized codes from non-customized code. There is a concern on granting exclusive rights to code. Can this be waived?	7.10 Talks about IPR on the solution offered. The customized components will certainly be under IPR of MUDRA.
2	RIP	Page 31	7.15	Section 7.15	Section 7.15 - The core software application should not be a freeware - Can we assume that open-source modules may be used in the solution?	No freeware or open source for core software application
3	RIP	Page 31	7.15	Section 7.15	The database for the application should be Oracle/ MS-SQL/DB2 - Can we use MySQL - which is currently supported by Oracle?	No.
4	RIP	Page 32	7.16	Section 7.16	7.16 - Seating space - will seating space be available for the team coordinating with MUDRA officials - throughout the duration of the project - starting from analysis till the 5th year of AMC?	Yes.
5	Form 2	LMS		Loan Management: A. Inward of Application	Point 4. Facility to handle multiple accounts for a lending institution - what does this mean? Does it mean multiple bank accounts which belong to Mudra? Or does it mean each of Mudra's clients having multiple loan accounts?	The clients having an account with MUDRA can have multiple loan accounts.
6	Form 2	LMS		C. Disbursement	Point 2. Capture compliance of sanction terms and any relaxation / waiver / modification of terms of sanction - What are the parameters on which compliance need to be captured (term, interest etc.)? And what terms sanction can be relaxed, waived or modified?	To be gathered during Study phase.
7	Form 2	LMS			Point 3. What does an interim disbursement imply? - a) Can the customer avail the credit immediately or b) will it be allowed only after the security and compliance with terms and conditions are met? If b), then how is it different from sanctioning?	Sometimes disbursement id made pending documentation at a slightly higher interest rate. Once the terms are complied, interest rate is reset.
8	Form 2	LMS			Point 5. When capturing details of the ultimate borrowers: a) is it enough to capture only the numbers ((no. of women/men benefitted, caste (SC/ST/OBC) etc., minority group, no. of rural/urban members, no. of borrowers, no. of members. No. of SHG/JLG etc.) OR should the individual details be names, date of birth, KYC etc. with outstanding and arrears loan amounts - be captured? Assumption is that loan repayment schedule, transactions etc. would not be needed. Please confirm. b) What is the periodicity of the borrower providing this data? c) What would be rough expected volumes for such ultimate beneficiaries?	The secondary borrowers details are to captured for MIS purpose. Accounting will happen for the Main (Principal) borrower.
9	Form 2	LMS		E. Interest and Demand	Points 8. and 9. - How are visit charges, insurance and legal expenses calculated? Will it be a percentage of disbursed or approved amount? If not, what would be the calculation be based on?	To be gathered during Study phase
10	Form 2	LMS		F. Advance Recovery / Recovery Pending Appropriation	What is the process of Repayment pending appropriation? Is the appropriation to Principal / Interest / Penalties / Charges etc. expected to be done manually by a user? Or will it be done automatically by the system?	MUDRA does not run CASA. Hence any repayment coming before the due date has to be parked in some intermediate account.
11	Form 2	GL		GL And Accounting: General	Point 7. Please describe what is the functional need for batch update of all data entry screens?	When voluminous data have to entered for performing transaction delay will happen. If the same can be entered in excel file or prescribed format and uploaded as a batch with due validation
12	Form 2	GL			Point 8. What are the validations and authorizations needed for such batch updates? Could you please elaborate?	the normal rules and checks prescribed for the respective screens. To be decided at time of study.
13	Form 2	GL			Point 9. What are the controls and monitoring that is needed for batch processing - could you please explain and give an example?	Control totals and batch totals to check with the client's application. Can be decided at time of study.
14	Form 2	GL		GL And Accounting: Parametrization	Permit account level parametrization - What kind of parametrization is expected? Could you please explain and give a couple of examples?	To be gathered during Study phase
15	Annexure XII	Format A		Description of point 9 states "Software Development Rates for 100 person-days each year\$\$" while remarks below states "\$\$ Bidder to provide cost of 100 person-months each year for the purpose of calculation of TCO." Also "Resource deployment would be mutually decided between MUDRA and the selected Bidder. Bidders to note that rates of the personnel for software development specified in this format (sl. no. 6), will be used during the any new requirement development / enhancement / change management phase."	Please revalidate if its 100 person days or person months. Also please confirm that it should be Sr No 9 instead of 6	Stands corrected as person days.
16	RIP	Page16	6.2.2	The system should be able to capture the lending rate (base rate, MCLR, interest rate) of the lending institution for the ultimate borrower.	Please clarify if the Loan application to MUDRA by lending institution is for individual end user Mudra Loans or for group of loans together.	As per 6.2.2 of RIP.
17	RIP	Page 16	6.2.2	Cancellation/ Treatment of Undrawn sanction to be captured	Please clarify if individual loan needs to be first approved by MUDRA before sanctioning the same to end user by Lending institute or Lending institution processes loans in in their own systems independently.	As per RIP. Deeper understanding can be gathered during study phase.

18	RIP	Page 21	6.2.2	It will be the Bidder's responsibility to obtain data required for migration from the legacy systems and non-electronic format to the software proposed for MUDRA. The Bidder will also be responsible for successful data migration to the software format, for which the bidder will have to liaise with the legacy system teams for the purpose of data mapping, extraction, conversion, etc. in whatever format the bidder wants the data.	1. Please revert with details of current legacy systems from which the data need to be migrated. We understand the only Loans data for Refinance institution and end user loans sanctioned to be migrated. Do we have to migrate even the data for accounting other than Loans portfolio. 2. Please provide the volume and size of the data to be migrated. 3. Do we need to migrate even closed loans data 4. How many years data should be kept online in the system? 5. Does bank have all documents scanned for uploading on to the system already or bidder is expected to scan existing documents as well.	1. Excel for loans 2. Already provided in one of the other queries. 3. No 4. Permanent. 5. Yes
19	RIP	Page 19	6.2.2	Enrolment of Partner Institution Applicant details viz. date of application, scheme, amount of assistance etc.	We understand the enrolment verification and approval of partner will be done outside the system and only the final status and documents need to be updated / uploaded in to the proposed system.	Yes
20	RIP	Page 19	6.2.2	DAN in prescribed format received from SIDBI- storage of scanned copy of DAN	Please provide more details on DAN and its use in the sanction process. Please provide the DAN report format to understand the storage requirements	DAN means detailed appraisal note. Important particulars will be captured. Physical scan of document may also have to be stored.
21	RIP	Page 21	7.1	Provision may be kept to handle future loan products (like Pass through Certificates, Guarantee Products, etc) and also lending to newer category of clients	Please confirm this will not be in the present scope of current RFP	Pass through Certificates are currently in use and they form as part of scope.
22	RIP	Page 21	7.1	SIDBI is in the process of developing a "Lending Marketplace Platform" which is focussed towards digitizing lending process between Borrowers and Lenders. This solution will facilitate real time tracking, monitoring and processing of loan application. It should be possible to integrate the proposed solution with the above SIDBI portal as may be required in future.	Please provide more details on the interface expected to SIDBI "Lending Marketplace"	The interface does not exist at present. Once the SIDBI portal is ready, the proposed solution may have to be interfaced.
23	RIP	Page 28	7.7	Transition period (3 month) tentatively starting from the project start date.	We request to elaborate on what is expected to be transitioned in 3 months.	Support (data, backup, data dictionaries etc) for Transition to alternate system or vendor in case of change of software or vendor after project period or break in service. Help in transition.
24	RIP	Page 22	7.1	19. Trainings on the software has to be provided to the users as per requirement of MUDRA outlined below. The trainer days, if not fully utilized, will be used for conduct of refresher trainings as per requirement of MUDRA	Please confirm the training facility and logistics will be provided by MUDRA	Yes
25	RIP	Page 5	1 & 5.5	Last date for Bid Submission	We request to provide Minimum 3 Weeks period from date of PreBid Response to submit a quality proposal	As per RIP.
26	RIP	Page 25	7.5.2	The reports and charts shall be rendered within acceptable time per 10,000 records as per mutual discussion with MUDRA.	Please provide transaction volumes for Y0-Y5	presently maximum 15 loan transactions per day 25% increase in loan business YoY
27	Form 2			Query module to view details of all Account at any point.	Is this required at application layer and also is it required for all accounts at periodic basis or adhoc?	Facility for query that can be used regularly or ad-hoc
28	Form 2			System should allow capture of details through all possible channels, like RTGS, NEFT, cheque, cash, etc.	How does NEFT or RTGS transactions happen into MUDRA accounts?	These will be done outside the system. The system may generate EFT files for facilitating RTGS, NEFT
29	RIP	Page 6	2	"Implementation Period" means the period starting from the Pilot installation to the conclusion of Implementation at the sites specified in the Functional and Technical Requirements.	Our understanding is that scope is restricted to deployment of Applications at DC & DR only & has to be done within 8 months of signing the contract. kindly confirm	Yes, as per RFP eight months has been visualized
30	RIP	Page 21	7.2.1	2. Making provision for computing resources in the cloud to handle the software delivered and its implementation. There should be multiple instances in the cloud environment to address the development, testing, production and training needs of MUDRA	Kindly confirm if we can host the web / app and DB instances of the applications on the same VM in case of development and training servers wherever the application supports	As per RIP.
31	RIP	Page 21	7.2.1	2. Making provision for computing resources in the cloud to handle the software delivered and its implementation. There should be multiple instances in the cloud environment to address the development, testing, production and training needs of MUDRA	Kindly confirm if we can host the web / app and DB instances of the applications on different VMs instead of separate physical servers	Production Database at Primary Data Centre should be on a separate physical server
32	RIP	Page 21	7.5	8. SIDBI is in the process of developing a "Lending Marketplace Platform" which is focused towards digitizing lending process between Borrowers and Lenders. This solution will facilitate real time tracking, monitoring and processing of loan application. It should be possible to integrate the proposed solution with the above SIDBI portal as may be required in future.	Kindly share more details of the "Lending Marketplace Platform" in case it would have an impact on the current infrastructure or application sizing	The interface does not exist at present. Once the SIDBI portal is ready, the proposed solution may have to be interfaced.
33	RIP	Page 21	7.1	9. It will be the Bidder's responsibility to obtain data required for migration from the legacy systems and non-electronic format to the software proposed for MUDRA. The Bidder will also be responsible for successful data migration to the software format, for which the bidder will have to liaise with the legacy system teams for the purpose of data mapping, extraction, conversion, etc. in whatever format the bidder wants the data. MUDRA will not bear any additional cost for data migration, nor will be responsible for the same	Kindly share the approximate size of data available in both Tally and Excel sheets in terms of both records and disk space. Please share the data to provision storage accordingly.	not more than 200 GB
34	RIP	Page 22	7.1	19. Trainings on the software has to be provided to the users as per requirement of MUDRA outlined below. The trainer days, if not fully utilized, will be used for conduct of refresher trainings as per requirement of MUDRA SI. Training Type No. of trainees Duration in working days 1 Training of MUDRA's Officers 20 10 2 Executive Awareness 10 3	We expect that the training has to only cover the scope of applications usage (being supplied as a part of this RFP). Kindly confirm.	yes
35	RIP	Page 23	7.2.1	Application Performance Monitoring	We understand that the scope of APM is only for DB monitoring as mentioned in 'MUDRA_RFP_Form_4.pdf' section 'L. Application Performance Monitoring (APM)', kindly confirm	Database and Application monitoring
36	RIP	Page 23	7.2.1	6. UTM Firewall UTM with IDS. IPS should be installed to control the access to MUDRA instances	Kindly share expected concurrent sessions (average and peak), bandwidth and throughput requirement.	As per 7.5.1 of RIP
37	RIP	Page 23	7.2.1	6. UTM Firewall UTM with IDS. IPS should be installed to control the access to MUDRA instances	Our understanding is that the bidder can propose a shared / virtual firewall with separate instance for Mudra. There is no requirement of dedicated firewall for Mudra	Yes
38	RIP	Page 23	7.2.1	7. WAF The application should be protected by WAF	Kindly share expected concurrent sessions (average and peak), bandwidth and throughput requirement	As per 7.5.1 of RIP
39	RIP	Page 23	7.2.1	7. WAF The application should be protected by WAF	Our understanding is that the bidder can propose a shared / virtual WAF with separate instance for Mudra. There is no requirement of dedicated WAF for Mudra. Kindly confirm	Yes
40	RIP	Page 23	7.2.1	8. Security DDOS attack prevention and mitigation should be provided	The DDOS as a service is available from the Internet Service Provider for the Internet Bandwidth that is procured through them. Please confirm whether Bank needs a dedicated DDOS device or it can taken as a service from the ISP	As per bidders choice.

41	RIP	Page 23	7.2.1	8. Security DDOS attack prevention and mitigation should be provided	If MUDRA wants a dedicated DDoS protection appliance, share the bandwidth size that needs to be protected against DDoS attacks. Also share the number of interfaces / domains / applications that need to be protected (eg: web app for accepting loan applications, customer payment interface, etc.)	As per bidders choice.
42	RIP	Page 23	7.2.1	10 DC-DR DC-DR should be P2P dedicated link	Request MUDRA to share the following details: 1. Number of accounts for sizing storage 2. Number of concurrent users 3. TPS to size DB server 4. What is the % of sizing of Development / Quality / UAT / Training server against the production servers	1. 70 for loan accounts. GL accounts as per chart of accounts. 2. As per 7.5.1 3. Not relevant. 4. As per 7.2.1
43	RIP	Page 23	7.2.1	Table 7.2.1 Instance Sizing Details and other initial specification for Cloud set up	Are we expected to provide VMs as per the specifications given in the table or as per the solution being proposed.	Those figures are only a guide (or minimum) if solution requires more then more will have to be provided
44	RIP	Page 24	7.2.3	CERT-IN Security Audit Certificate for the entire application and the action to be taken for compliance	Kindly confirm if MUDRA already has an empaneled agency who would do this certification or would you like the bidder to propose an agency	No
45	RIP	Page 25	7.5.2	7.5.2 Response Time: All application screens, dashboard and static pages end-to-end response time for the page load including the rendering time shall not be more than 3 seconds. Any page taking more than 3 seconds shall be considered as non-responsive form shall be considered as a defect. This would be checked as part of the quality assurance / testing process.	Latency is a function of several parameters that range from application response times to end-user network connectivity. We understand that the response time of 3 seconds mentioned here is with respect to the application response within the Data Center that hosts the application server. Please confirm.	Since the connectivity to the DC and DR is being taken through bidder the response is from user application request to rendition of the page on user screen.
46	RIP	Page 26	7.5.3.2	HH request	Kindly clarify what is an HH request	HH means Host to Host. Incidentally the system will be not be used for payments directly
47	RIP	Page 29	7.10	Table 7.10 Assets and IPR Ownership: Email System if any	Kindly clarify if an email application is also expected as part of the RFP, if yes please share the following requirement 1. Mail Box Size 2. Mail box retention requirement 3. Max mail box attachment 4. Support for Mail Client if any 4. Requirement of Mail access from Internet Requirement of Mail detailed scope of the Email application and infrastructure deployment	Optional service and details will be provided at the time of availing. MUDRA as of now as 20 users with each user having mailbox size of 1 GB. Mail client mostly will be MS outlook (already present in end user machine).. It should be accessible from anywhere.
48	Annexure XII	Format A		(Cloud Hosting and Services and Administration)	Since it is a managed cloud hosting setup the cloud service provider would do these tasks as a part of their standard offering. These are not separately required, request to remove this clause.	As per RIP
49	Annexure XII	Format C		Optional Rates: 11 Active Directory Server	Kindly clarify if this will be part of the managed cloud infrastructure. Please share specifications of the VM and also the expected Windows version and managed services requirement for this VM. Also clarify how this AD will be used by the other components or users in the infrastructure.	These are optional items will be clarified at the time of availing
50	Annexure XII	Format C		Optional Rates: 11 Active Directory Server	Please share the requirement of Active Directory . Will this be used for authentication / login of Mudra officials or only for the Server Cluster requirement. Please confirm the number of users that has to be considered for Active directory. Do we need to provide Windows CAL licenses for AD or Mudra will procure on its own	No of users are MUDRA is given as per 7.5.1. MUDRA already has licenses. This will be only for server clustering requirement.
51	Annexure XII	Format C		Optional Rates: 13 Application Performance Monitoring	We understand that the scope of APM is only for DB monitoring as mentioned in 'MUDRA_RFP_Form_4.pdf' section 'L. Application Performance Monitoring (APM)', kindly confirm	These are optional items will be clarified at the time of availing
52	Annexure XII	Format C		Optional Rates: 15 Database Performance Monitoring	Kindly share the scope, how is it different from the scope mentioned in 'MUDRA_RFP_Form_4.pdf' section 'L. Application Performance Monitoring (APM)'.	APM is monitoring the database and application
53	Annexure XII	Format C		Optional Rates: 16 Security Information and Event Management (SIEM)	Kindly share the scope of what is expected in the SIEM activity, which devices will be covered, what type of logs are to be correlated.	These are optional items will be clarified at the time of availing
54	Annexure XII	Format C		Optional Rates: 16 Security Information and Event Management (SIEM)	Please clarify the requirement of " Quantity for Evaluation purpose" mentioned as 5.	This is only for evaluation purpose.
55	Annexure XII	Format C		Optional Rates	We need clarity on the " Quantity for Evaluation purpose" in this sheet as it is not clearly defined	This is the minimum quantity of the item for which the financial is to be given
56	Annexure XII	Format C		Optional Rates: 17 Vulnerability Scan	Kindly share the count, type, OS and application details of the servers to be scanned for vulnerability	Based on cloud services provided by bidder
57	Annexure XII	Format C		Optional Rates: 19 SMS system (pack of 1 lakh)	Our understanding is that we have to propose Bulk SMS Solution on a services model for 1 lacs SMS per month . Please confirm	It is not for a month. It would be 1 lakh SMS as a block with a year's validity and additional charges for extra beyond 1 lakh during the year
58	Form 4	Page 1		5c Cloud platform to support horizontal load balancing along with vertical load balancer to balance network traffic.	Kindly elaborate on the vertical load balancing requirement.	This means - an attempt to increase the capacity of a single machine.
59	Form 4	Page 1		B7 In the event of a site failover or switchover, DR site will take over the active role, and all requests should be routed through DR site.	How is the application access expected? Will it be via an existing MPLS network that will be extended to the DC and DR sites or is an alternative mechanism envisaged? The switchover to a DR site greatly depends on the access mechanism envisaged / in place already. There is also a tight process integration requirement with the existing network service provider providing the user access network.	See Revised RIP Table 7.2.1 row 10
60	Form 4	Page 1		B8 During failover from primary DC to secondary (DR), compute environment for the application at DR site shall be equivalent to DC including all the security features and components of DC, without the failover components.	We understand that the environment in DR should be a replica of the production environment in Primary DC, however there is no need of UAT / training / quality / development environment in DR site. Kindly confirm.	Yes. However, environment has to be as per RIP.
61	Form 4	Page 2		B14 On successful award of the contract, the bidder will submit BCP plan to MUDRA.	The Business Continuity Plan has to be shared by MUDRA and we shall be able to implement the same with respect to the application and technology components.	Information shall be provided at time project execution.
62	Form 4	Page 2		C. Cloud Service Provisioning Requirements	Since it is a managed cloud hosting setup and the load is predictable to a large extend, we do not feel the necessity for having all these features extended to MUDRA since the bidder / cloud service provider would do these tasks as and when required. Kindly confirm.	As per RIP.

63	Form 4	Page 2		D2 Service provider should clearly define policies to handle data in transit and at rest.	Kindly elaborate	Data at rest is sometimes considered to be less vulnerable than data in transit, attackers often find data at rest a more valuable target
64	Form 4	Page 3		G8 Data Centres have to be PCI/DSS compliant.	PCI DSS compliance is usually done for a particular setup that process, store or transmit cardholder data, in this context the transactions are expected for the B2B segment. Kindly confirm if the solution being deployed will hold payment card details and if this compliance is necessary.	No direct payment services are expected from the application to start with
65	Form 4	Page 2		C. Cloud Service Provisioning Requirements	Our understanding is that Mudra doesn't need a dedicated Private Cloud but a separate Instance in a Managed Public Cloud. Please confirm	Please refer 7.2.1.
66	Form 4	Page 4		I13 Data center and its security should be compliant with RBI guidelines issued from time to time.	Kindly share specific guidelines that need to be followed	RBI Circulars and Guidelines can be found on their website.
67	Form 4	Page 4		K4 Service provider should offer provision to monitor latency to cloud virtual devices from its data center or MUDRA should be able to set monitoring of latency to cloud VMs from outside world.	Our understanding is that we are expected to monitor the latency only within the data center, i.e. Apps to DB response time.	As per RIP.
68	Form 4	Page 5		M2 Service provider should perform backup and restore management in coordination with MUDRA's policy & procedures for backup and restore, including performance of daily, weekly, monthly, quarterly and annual backup functions (full volume and incremental) for data and software maintained on the servers and storage systems using Enterprise Backup Solution.	Kindly share the brief policy followed by MUDRA that will help us size the backup and frame the retention logistics	Policy will be decided mutually. The existing policy may undergo change.
69	Form 4	Page 5		N9 Configuration, installation and maintenance of Automatic Storage Management (ASM), capacity planning/sizing estimation of the Database setup have to be taken care by the Bidder.	ASM is an Oracle proprietary mechanism, however the RFP has stated that the bidder can propose Oracle / MS SQL / DB2 as databases. Request to modify this clause as 'Database storage management, capacity planning/sizing estimation of the Database setup have to be taken care by the Bidder.'	Any such solution will be acceptable with the supplied database.
70	Form 4	Page 6		1c Redesigning of network architecture as and when required by MUDRA	Redesigning of data center network architecture will be taken up as a project as a change request depending on the scale of the project. Our scope is restricted to the Primary DC and DR, please clarify if anything else is required.	It has to be only specific to the solution being provided in case there is a need.
71	Form 4	Page 6/7		Q1 Information Access / Transfer Protocol - HTTPS, REST over HTTPS	These requirements are based on application requirements and supportability. Request to elaborate the requirement.	These are suggested standards for compliance.
72	Form 4	Page 6/7		Q2 Encryption - Minimum 128 bits, desired 256 bits, SHA2 support	These requirements are based on application requirements and supportability. Request to elaborate the requirement.	These are suggested standards for compliance.
73	Form 4	Page 6/7		Q3 Interoperability - SOA, Web Services, Open Standard	These requirements are based on application requirements and supportability. Request to elaborate the requirement.	These are suggested standards for compliance.
74	Form 4	Page 6/7		Q4 Scanned Documents - TIFF/ JPEG and/ or PDF for storage	These requirements are based on application requirements and supportability. Request to elaborate the requirement.	These are suggested standards for compliance.
75	Form 4	Page 6/7		Q5 Document Encryption -PKCS Specifications	These requirements are based on application requirements and supportability. Request to elaborate the requirement.	These are suggested standards for compliance.
76	Form 4	Page 6/7		Q8 Web / Portal Content - WCAG Level II compliant	These requirements are based on application requirements and supportability. Request to elaborate the requirement.	These are suggested standards for compliance.
77	Form 4	Page 6/7		Q12 Device Supportability - Desktops/Laptops, Tablets (future provision for phone should also exist)	These requirements are based on application requirements and supportability. Request to elaborate the requirement.	These are suggested standards for compliance.
78	Form 4	Page 6/7		Q13 Web Browsers - Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, Apple Safari	These requirements are based on application requirements and supportability. Request to elaborate the requirement.	These are suggested standards for compliance.
79	Form 4	Page 6/7		Q14 Mobile Browsers - Microsoft Internet Explorer, Google Chrome, Android Web Browser, Apple Safari (iPhone/iPad), Mozilla Firefox All Web Browser backward compatible up to n-2 or HTML5 support	These requirements are based on application requirements and supportability. Request to elaborate the requirement.	These are suggested standards for compliance.
80	Form 4	Page 6/7		Q15 Web standards - HTML5 Compliant, CSS, Java Script, JQuery / JQueryUI, Responsive Web	These requirements are based on application requirements and supportability. Request to elaborate the requirement.	These are suggested standards for compliance.
81	Form 4	Page 6/7		Q16 Web Services - XML, REST, ODATA	These requirements are based on application requirements and supportability. Request to elaborate the requirement.	These are suggested standards for compliance.
82	Form 4	Page 6/7		Q18 Accessibility - As per Government of India Government of India, Section 280 for Accessibility Compliance	These requirements are based on application requirements and supportability. Request to elaborate the requirement.	These are suggested standards for compliance.
83	Form 4	Page 6/7		Q19 Web Usability - As per Government of India Website/application design Guidelines, Bilingual Support (English/Hindi) for user input forms titles.	These requirements are based on application requirements and supportability. Request to elaborate the requirement.	Bilingual support is needed
84	Form 4	Page 6/7		Q23 Application related - The protocols and middleware as per the delivered application should be supported seamlessly	These requirements are based on application requirements and supportability. Request to elaborate the requirement.	As per RIP
85	Form 4	Page 6/7		Q6 Information Security - ISO 27001	We understand that this is a cloud infrastructure / service related compliance, kindly confirm	Yes
86	Form 4	Page 6/7		Q7 Operational Integrity and Security Management - ISO 27001	We understand that this is a cloud infrastructure / service related compliance, kindly confirm	Yes
87	Form 4	Page 6/7		Q9 Service Management - ITIL v3 / ISO 20000	We understand that this is a service related compliance, please elaborate	Yes
88	Form 4	Page 6/7		Q10 Project Documentation - IEEE specifications for documentation	We understand that this is a service related compliance, please elaborate	IEEE specifications for documentation
89	Form 4	Page 6/7		Q11 Internet Protocol - IPv4 and IPv6 Compliant	We understand that this is a service related compliance, please elaborate	This is regarding Hosting Infrastructure
90	Form 4	Page 6/7		Q20 Up time - Application uptime - 99.50% Data Center Availability- 99.8%	We understand that this is an infrastructure / cloud related compliance, kindly confirm. We suggest to have only a single application level SLA of 99.50%.	see revised RIP
91	Form 4	Page 7		Q17 Database & Data Access -Oracle Database with ability to access ADO/ODBC / JDBC, ODATA	Request to rephrase the clause as 'Database with ability to access ADO/ODBC / JDBC or equivalent based on the DB proposed'	see revised RIP
92	RIP	Page 21	7.1	General	Kindly share the network architecture showing branch users connecting to the central location	web based application access to the solution. At present there is only one branch.
93	RIP	Page 21	7.1	General	How is the current deployment for Tally done, how are users accessing it from various locations?	Currently MUDRA is operating only from only one Location
94	RIP	Page 23	7.2.1	General	How is the application access expected? Will it be via an existing MPLS network that will be extended to the DC and DR sites or is an alternative mechanism envisaged?	See Revised RIP Table 7.2.1 row 10
95	RIP	Page 23	7.2.1	General	Do we need to provide DB and middleware licenses as a part of the solution. Request to include a line-item in the commercial template for the same.	All licenses should be bundled in Software License (in Format A for AMC) and Format B for one time cost

96	RIP	Page 24	7.4.2	<p>The proposed initial configuration needs to be upscaled by the Bidder based on the monthly average number of concurrent users which may be estimated based on Table 7.5.1 Projected Concurrent Users. No separate charges are payable in case the monthly average concurrent users are within the yearly projected ranges. Bidders would not be allowed to downscale the infrastructure below this initial level. However, in order to utilize the benefit of cloud infrastructure, MUDRA could upscale or downscale infrastructure if the monthly average number of concurrent users are higher or lower than the yearly projected ranges. These would be done through the provisioning portal and reports for resource utilization. Based on the optional rates, being obtained in this RIP, the cost of infrastructure resources being up-scaled or downscaled in such cases, would be added or reduced to / from the quarterly payments on pro-rata basis.</p> <p>Optional Cost: MUDRA has specified a Format C for optional cost which will be added in TCO as mentioned in the format. However, MUDRA does not guarantee placement of order for any of optional items in Format C. Also, in case required, MUDRA can place order for single unit or any other number of unit, irrespective of the quantity mentioned for evaluation purpose.</p>	Our understanding is the values shared in Format A in Annexure XII would be the minimum commitment from MUDRA. Any upscale (additional requirement) beyond Format A would through rates mentioned in Format C. Any downscale would be initiated through change management.	Yes. Changes have also to be managed through change management.
97	RIP	Page 24,27	7.2.2/ 7.2.3/ 7.5.3	The various service levels which are liable for penalty are outlined in tales 7.5.3.1 and 7.5.3.2 besides uptime efficiency of 99.5%. The Other service level parameter relating to the RTO and RPO is indicated in 7.2.2.	Overall Penalty during support period shall be capped at 5% of the monthly fees.	see revised RIP
98	RIP	Page 38,29	9.5. /7.8	5. The costs to be incurred by MUDRA as indicated at Format B prior to the Full implementation of the software will be reckoned as Year 0 cost. Costs at Format A will start only after the Year 0 activities are successfully completed and project is declared go live by MUDRA.	1). We understand that Year 0 will be 8 months (corresponding cost in Format B) and Year 1 to Year 5 will be 60 months (corresponding cost in Format A). 2). Thus , Project Duration is 68 months.	Yes
99	RIP	Page 33	8	The Bidder and the consortium partner, if any, should have sound financial position (profitable operations / positive net worth)	We request you to change this as The Bidder and the consortium partner, if any, should have sound financial position	see revised RIP
100	RIP	Page 41	10.5	2. The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, out of pocket expenses, lodging and boarding expenses, service tax, Education cess, Octroi etc., that need to be incurred. No	Since the GST has been implemented, request you to update the tax clause accordingly. We propose that we submit a tax exclusive price and taxes would be applicable on actuals.	As per RIP. For changes in Tax rates see 10.5 clause 3 of RFP
101	RIP	Page 46	10.26.	1. Payments for items in Format A ((Annexure XII) would be paid quarterly in arrears after adjusting SLA penalties if any.	1). We request that payments for items in Format A ((Annexure XII) would be payable monthly in arrears . 2). Payment will be released within 30 days from the invoice date.	No change proposed. It is for administrative convenience of MUDRA
102	RIP	Page 47	10.26.	4. The Bidder must accept the payment terms proposed by MUDRA. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the MUDRA. Any deviation from the proposed payment terms would not be accepted. MUDRA shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of MUDRA.	Bidder's request for deviation will be discussed and to the extent agreed will form part of the contract. If such deviations could not be agreed, Bank may only reject the bid without forfeiting the EMD.	As per RIP
103	RIP	Page 10	4.4.	Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract has to be borne by the bidder.	Can this be 50 - 50% as the interest is from both the side?. IS there a percentage mentioned on Stamp Duty?	As per RIP
104	RIP	Page 48	10.29.	1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by MUDRA equivalent to 10% of the contract value (total amount of undiscounted commercial bid – Format A plus Format B) and shall cover the period of assignment.	Bidder seeks PBG to be provided at 10% of annual contract value and shall be renewed yearly at 10% of relevant subsequent year's contract value. Please note PBG can be invoked only in case of material breach and after providing cure period of 30 days to the bidder.	As per RIP
105	RIP	Page 51	10.29	Time shall be the essence of the contract / order; therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of MUDRA should entitle the Bidder to a reasonable extension of time, such extension may be considered by MUDRA at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. MUDRA shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.	Suggest to delete the clause. If there are any changes in timeline it will be handled through mutual agreement.	As per RIP
106	RIP	Page 49	10.31	<p>1. MUDRA reserves the right to cancel the contract in the event of happening one or more of the following Conditions:</p> <p>a. Failure of the successful bidder to accept the contract</p> <p>b. Delay in services in case of deviation from the schedule beyond three months or MUDRA has informed the Vendor in writing and no improvement is observed.</p> <p>c. Serious problems in quality of services and MUDRA has informed the Vendor in writing more than once and no improvement is observed.</p> <p>2. In addition to the cancellation of purchase contract, MUDRA reserves the right to appropriate the damages through encashment of Bid Security / EMD / Performance Guarantee given by the Bidder.</p> <p>3. MUDRA shall have the option to terminate any subsequent agreement / contract, in whole or in part by giving the Successful Bidder at least 30 days' prior notice in writing. However, the successful Bidder shall not have any right to terminate the Agreement entered into subsequent to this RIP.</p>	<p>1. Please note that contract can be terminated only in case of material breach and after providing a cure period of 30 days to the bidder.</p> <p>2. For sub-clause 3, please note that any subsequent agreement / contract can also be terminated only in case of material breach and after providing a cure period of 30 days to the bidder.</p> <p>3. Bidder seeks right to terminate or suspend services in the event of delay in payment of undisputed invoice. Late payment will bear an interest of 2% pm.</p>	As per RIP.
107	RIP	Page 49	10.33	1. If the selected bidder fails to complete the project within stipulated time, MUDRA will impose a penalty of 1.0% of the value indicated in Format B for each week delay or part thereof attributable to the bidder, subject to maximum of 10% of the value in Format B. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks. The reference point for computing delay will be the scheduled project completion date as per 7.11. The Computation of penalty will be reckoned if the project is delayed beyond the scheduled timeline.	Liquidated damages should be computed on the value of delayed deliverables and not on the entire price. Hence, the liquidated damages should be modified to be 1% of the value of delayed deliverables for each week or part thereof of delay subject to the limit of 5 % of the value of such delayed deliverables. Besides, liquidated damages should be levied only if default/delay is solely attributable to the Bidder.	As per RIP
108	RIP	Page 52	10.37	As part of this project bidder/service provider will use software/tool to deliver services. If the deliverables and use of any such software/tool used for such delivery, infringe the intellectual property rights of any third person, bidder/service provider shall be primarily liable to indemnify MUDRA to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder/Service provider under this project.	Suggest to make the IPR Infringement indemnity to be mutually applicable.	As per RIP.
109	RIP	Page 52	10.38	1. The Bidder/ successful bidder shall indemnify MUDRA and shall always keep indemnified and hold MUDRA, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against MUDRA as a result of:	Indemnity shall be made applicable only in cases of any third party claims suit or proceeding brought against MUDRA .	Yes

110	RIP	Page 53	10.39	In no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of vendor, arising at any time shall not exceed the total contract value.	We propose the following changes to the clause: In no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of vendor, arising at any time shall not exceed the total annual contract value.	As per RIP.
111	RIP	Page 53	10.41	1. The vendor/bidder shall allow MUDRA, its authorized personnel, its auditors (internal and external), authorized personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services.	We request to make the following changes: 1. The vendor/bidder shall allow MUDRA, its authorized personnel, its auditors (internal and external)(not to be competitors of Bidder), authorized personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services.	As per RIP.
112	RIP	Page 55	10.44	Information provided under this RIP and subsequent agreement, if any, is confidential and neither party shall at any time, either during the association or at any time thereafter, divulge either directly or indirectly to any person, firm or company, business entity, or other organization whatsoever.	We request to add the definition of Confidential Information as follows: " Any information, data or material disclosed by one Party to the other in connection with the Services will be deemed to be "Confidential Information" if it is either marked as being "Confidential" (or similar marking) or is of a nature and type that a reasonably prudent business person would consider to be confidential, provided that Confidential Information will not include any information that is: (i) available to the public (ii) rightfully received by the receiving Party from a third party entitled to make such disclosure and without confidentiality limitations; (iii) independently developed by the receiving Party; or (iv) known to the receiving Party before receipt of the same information from the disclosing Party."	As per RIP.
113	RIP	Page 71	Annexure IX		We request to make the NDA mutually applicable in order to protect both party's confidential information that may be shared during the entire process of providing the Services.	As per RIP
114	RIP	Page 83	11.20	7 Fall Clause 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems 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 was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, 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.	Please have the Fall Clause deleted. Most favoured pricing or fall clause is hard for Bidder to furnish, as the price of another contract may be dependent on several factors which may be different from the current tender process. These include legal provisions in contracts, payment terms and exchange rate at the time of procurement.	As per RIP.
115	RIP	-	new		Bidder request Bank to add a new clause as below: any failure or delay of Bidder in its performance of its obligations under this agreement is excused to the extent such failure is a result of:	No change.
116	RIP	Page 22	general	System Integrator will have to provide the On-Site Post Implementation Support and other Technical support for the software and any system software supplied	Please confirm from where the Support should be provided post go live(DC or Mudra Bank Mumbai Office)	The on site support has to be provided from MUDRA office..
117	RIP	Page 16	6.2	MUDRA provides refinance, Securitization, Credit Guarantee and other development support to these lending institutions for loans upto ₹10 lakh to expand their outreach and providing support for "funding the unfunded".	1. Please clarify on the process involved in credit guarantee offered by Mudra 2. What is the functionality expected from the proposed vendor solution to support credit guarantee	Guarantee is to covered only by capturing a few particulars
118	RIP	Page 21	7.1	Current System landscape & functionality	We understand that 'Tally' is one of the solutions which is expected to be replaced. Please provide us the current system landscape of Mudra along with the functionalities handled by each of the solutions to understand the scope of interface.	Tally is used for capturing the vouchers manually leading to preparation of trial balance and other related statements
119	RIP	Page 19	Functional	Explore the possibility of storage of scan of DAN	It is mentioned in the process flow as storage of scan of DAN. Please explain what 'DAN' refers to. Does Mudra has an existing Document Management and storage solution.	please see explanation given in serial no 20. No
120	Form 2		Functional	Facility to record Sale /transfer of NPAs to ARCs / other agencies & monitoring thereof based on workflow.	We assume that Mudra is selling loan portfolio to ARC or the FIs are selling the loan portfolio to ARC and informs Mudra which they wanted to monitor ?	Either case facility to record details should exist
121	Form 2		Functional	System should allow capture of details through all possible channels, like RTGS, NEFT, cheque, cash, etc.	We understand that Mudra will be an indirect participant in the payments / clearing system. Please provide details on how disbursement / repayments of loans is being handled by Mudra. For example - is the loan amount being credited through Mudra's account with a parent bank before subsequent disbursement to a borrower account.	These will be done outside the system. The system may generate EFT files for facilitating RTGS, NEFT
122	Form 2		Functional	Inward Application / Sanction	We understand that the proposed solution is expected to capture the details of application, application status, sanction terms etc.	Yes
123	Form 2			A3 - Password Management / Administration- 8 :A/B	Allow for user defined backups for the following: a) Online, Automated, Manual etc. b) Database, Programs, Systems etc. For above points we understand query for Database backups in online ,automated manual modes .Please clarify what do you mean by Programs ,systems backups	Backup to decided jointly with MUDRA during implementation
124	Form 2			A4 -Other Access Control Features 3- Facility for operational security and ability to restrict access through passwords at System Level, Menu Level, User Authority Level	Access to applications would be controlled via user id and password. The Menu level access and User authority Level - would translate to Role based and user level based access .Please confirm our understanding .	Yes
125	Form 2			A4 -Other Access Control Features 4 - Access level (in the system) to be defined at System Level, Database Level, etc.	System here refers to Core Application , please confirm our understanding	Yes
126	Form 4	23	general	In addition, the service provider will also be responsible for Cloud Service Provisioning Requirements, Data Management, Operational Management, Cloud Network Requirement, Cloud datacenter specifications, Cloud Storage Service Requirements, Application Hosting Security, Cloud	kindly confirm backup and backup retention policy.	MUDRA and the bidder will jointly decide later
127	Form 4	23	security	DDOS attack prevention and mitigation should be provided	kindly confirm How much Mbps DDOS mitigation is required?	Entire bandwidth provided has to be covered

128	Form 4	23	general	General Requirement for DR	What Percentage of DR required with respect to DC .	As per RIP.
129	RIP	Page 33	8	Clause No. 8. Minimum Eligibility Criteria, Point b) The Bidder and the consortium partner, if any, should have sound financial position (profitable operations / positive net worth) in FY 2014-15, FY 2015-16 and FY 2016-17.	Kindly consider Audited financials for F.Y. 2014 - 15, and 2015 - 16, and CA certified provisional financials for F.Y. 2016 - 17 as the Balance sheet for the same are under process.	As per RIP.
130	RIP	Page 34	8	Clause No. 8. Minimum Eligibility Criteria, Point f) The Bidder and consortium partner, if any, should have average turnover of ₹50 crore in FY 2014-15, FY 2015-16 and FY 2016-17. In case, a bidder / consortium partner has been set up as a result of merger / demerger then the pre-merged /post merged entities put together should fulfill the above requirement	Kindly consider Audited financials for F.Y. 2014 - 15, and 2015 - 16, and CA certified provisional financials for F.Y. 2016 - 17 as the Balance sheet for the same are under process.	As per RIP.
131	RIP	Page 5/12	1 & 5.5	5.5) RIP Validity Period The Bids must remain valid and open for evaluation according to their terms for a period of 12 months from the last date of submission of response to RIP.	Can you change this to 180 days instead?	see Revised RIP
132	RIP	Page 21	7.1 9	7.1) 9. It will be the Bidder's responsibility to obtain data required for migration from the legacy systems and non-electronic format to the software proposed for MUDRA.	Can you make this Buyer Responsibility? or Can you Provide the nature & volume of Legacy Data that is on non-Electronic Format	Data is in Tally and Excel files. In case extra columns are required for migrating to application MUDRA shall provide the same. The data already present shall be massaged and extracted for migration by bidder (using macros and scripts wherever felt necessary). In case data inconsistency or error MUDRA shall rectify data
133	RIP	Page 21	7.1 13	7.1) 13. The second stage of testing is User Acceptance Test (UAT), which will be conducted by MUDRA with necessary support from the Bidder	What is the nature and extent of support from the Bidder beyond Point 18. The Bidder shall provide resources for trouble-shooting during the entire UAT process	UAT process covers testing of the issues till closure.
134	RIP	Page 22	7.1 20	7.1) 20. The Go Live date will be declared by MUDRA after satisfying itself regarding the entire implementations and delivery.	Can the Criteria for Acceptance be Provided?	As per RIP.
135	RIP	Page 24	7.4.2.	7.4.2) Bidders would not be allowed to downscale the infrastructure below this initial level. However, in order to utilize the benefit of cloud infrastructure, MUDRA could upscale or downscale infrastructure if the monthly average number of concurrent users are higher or lower than the yearly projected ranges. These would be done through the provisioning portal and reports for resource utilization.	Can we have Lower Cap on this in case of lowering the size.	As per RIP.
136	RIP	Page 26	7.4.2	Table 7.5.3.2 Priorities of Defects and Resolution SLAs P0 - users are unable to transact in marketplace	Can you move this to P1	As per RIP.
137	RIP	Page 27	7.5 3	7.5.3) Penalty for breach of SLAs	The Overall Cap on the Penalty is 5% of Quarterly Payable. Can you confirm?	see revised RIP
138	RIP	Page 28	7.6.1	7.6.1 Penalty for Default in Change Management	Can you remove this as this can be agreed on case by case basis.	As per RIP.
139	RIP	Page 29	7.8 8	7.8 Project Duration	3 + 5 Months + 1 Year + 4 Years = Total Contract Period. Pls Confirm.	As per RIP.
140	RIP	Page 9	4 1	4) 1. The scope of the project includes the following: Provision of application (on SaaS model including hardware, system software with Disaster Recovery features in-built by the provider of SaaS with replication and fail-over feature), application software;	Is SaaS Applications on Public Cloud acceptable? Should the Data be stored only in India or can be outside India?	As per RIP.
141	RIP	Page 31	7.13 1	7.13 Resource Deployment 1. MUDRA would like to meet and discuss with the resources before the project takes off. Deployment / replacement of any resource in the team will be subjected to approval of MUDRA.	Since this is a Fixed Price Proposal, can this requirement be removed?	As per RIP.
142	RIP	Page 1, 5	general	Extension of the Deadline	Can we get an extension of 15 Days on the submission deadline due to the holiday season	see revised RIP
143	RIP	Page 45	10.20.	10.20. Execution of Agreement and NDA	Can you share a copy of the NDA?	Please see RIP Annexure IX
144	RIP	Page 16	General		Does MUDRA provides individual loans or refinancing loans to borrowers or refinancing loans to individual borrowers? Please explain the products available in detail?	To be gathered during Study phase. It could be direct loans also.
145	RIP	Page 18	n.		Does the functionalities of monitoring system requirement will be only limited to the mentioned features?	As per RIP
146	RIP	page 21	2		Does MUDRA seeks the delivery model as CLOUD or as SaaS model. Since, in this page its mentioned as CLOUD, whereas in beginning of document, mentioned as SaaS. Both has a huge technical difference. Kindly clarify.	It would be SaaS model
147	RIP	page 21	9		Please provide the approximate data volume presently held for data migration. This is required for calibrating the storage sizing.	
148	RIP	page 33	8(a)		If an OEM is participating with SI, is it must for OEM to have local office at Mumbai?	SI to have office in Mumbai
149	RIP	page 33	8(f)		Does OEM or consortium partner must also have a turnover of Rs.50 crores? Can this clause be relaxed?	As per RIP

150	RIP	Page 59	16			For an OEM, can the requirement of ISO certification be relaxed?	As per RIP
151	RIP	Page 59	17			For an OEM, can the requirement of CMM level certification be relaxed?	As per RIP
152	RIP	Page 63	11.6 (1.1)			Is the required completed work order is Rs. 0.3 crores or Rs. 3 crores?	Rs. 3 crores
153	RIP	Page 63	11.6 (1.1)			Mentioned that similar work assignment? Can this be relaxed as implementation with commercial banks?	see revised RIP
154	RIP	page 34	8(i)			If an OEM / Consortium partner is specializing in one product and has expertise over the same, Can that implementation experience alone be projected and will that be accounted for qualification?	as per RIP
155	RIP	Page 45	10.24	10.24. Subcontracts The successful bidder shall not assign to others, in whole or in part, their obligation to perform under the contract, except with MUDRA's prior written consent.		Exclude OEMs from SubContractors in this clause	As per RIP.
156	RIP	Page 18	6.2.3			Kindly Clarify whether MUDRA expects online Transaction for Mutual Funds	No
157	RIP	Page 21	7.1	General		Kindly clarify below points: 1. Number of branches presently MUDRA have. 2. Number of branches MUDRA is expecting in next 5 years. 3. Approximate number of clients MUDRA currently have. 4. Number of users of the system.	1-One only 2-No plan to open branches as of now 3-around 60 clients 4-MUDRA has around 20 users
158	RIP	Page 18	6.2.3 (a)	Recording of various accounting transactions treasury operations (investments in Banks Fixed Deposits, Corporate Deposits, Mutual Funds, Certificate of Deposits, receipt of maturity amount of deposits, redemption of mutual funds, booking of profit on redemption etc.)		Where will the transactions come from ? (which applications)	MUDRA's operations. All the manual transactions will also have to be captured. Treasury operations are not part of RIP.
159	RIP	Page 18	6.2.3 (e)	Recording of transactions related to purchase/ sale/ depreciation of Fixed Assets. Detailed requirement is sought		Where will the transactions come from (which application?)	Manual vouchers
160	RIP	Page 18	6.2.3 (g)	Recording of loan given under securitization - detailed requirements not available in the annexures		Where will the transactions come from (which application?)	Entry of a loan product directly and release there against
161	RIP	Page 18	6.2.3.(i)	Earnest money deposit		Detailed requirement of functionality of earnest money deposit is not clear- how it is received, refund/ adjustment, whether interest is to be paid on these deposits?	As per RIP.
162	RIP	Page 21	7.1 (8)	It should be possible to integrate the proposed solution with the above SIDBI portal as may be required in future		Is it interface ?	The interface does not exist at present. Once the SIDBI portal is ready, the proposed solution may have to be interfaced.
163	RIP	Page 21	7.1 (12)	The Bidder shall also provide for all subsequent changes as are statutory in nature and prescribed by regulatory bodies from time to time		Is it only reports? Will it form a part of this commercials ?	Only statutory reports to be covered by development during implementation and warranty. Through AMC in years 2-5. Normally, such standard statutory changes are passed on to clients.
164	RIP	Page 21	7.1 (5)	Provision may be kept to handle future loan products (like Pass through Certificates, Guarantee Products, etc)		How ? What provisions are required	During the study phase, if a product exists, same has to be addressed.
165	RIP	Page 18	6.2.3 - d	Recording of Borrowings [Priority Sector Shortfall (PSS) Fund, other Funds], Payment of interest on quarterly basis and repayment of principal		Where will the transactions come from ? (which applications?)	Manual vouchers
166	RIP	Page 18	6.2.3	Accounting Requirement at MUDRA		Fixed Asset Mgmt. System (FAMS) is required or only accounting transactions of FA has to be executed in the system	Accounting Transactions
167	RIP	Page 26/49	7.5.3.3 7.5.3.4 10.33.	Compliance Level for SLAs Penalty for breach of SLAs Penalty for Default in Services		We request to propose penalties for delays solely caused by Vendor's failure to meet the milestones/SLAs/uptime of 0.5% per week of delay up to a maximum of 5% of the Quarterly Fees for the milestone/SLAs/uptime in delay. We also request to grant a remedy period for milestone/SLAs before invoking any penalties.	SLAs it is based on performance of the bidder in delivery and maintenance of QoS. Please refer to section 10.33.
168	Form 2	General		Hindi Compatibility - The supplied software should have language support for Hindi also		Which areas ? Screens ? Reports ? Interfaces ? Require further details	To be decided during study Phase.
169	Form 2	GL		Provide for Batch Update for all data entry screens wherever user needs it.		Which Screens ?	To be decided during study Phase.
170	Form 2	GL		The system should be compliant with Ind-AS standards.		Which Areas ?	To be decided during study Phase.
171	Form 2	GL		Budgeting		MUDRA requires full budget?	To be decided during study Phase.
172	RIP	Page 23	7.2.1	Sizing Queries		Total Number of Accounts	About 70 at present.
173	RIP	Page 23	7.2.1	Sizing Queries		Total Number of Customers	About 60 at present
174	RIP	Page 23	7.2.1	Sizing Queries		Number of branches	1 at present
175	RIP	Page 23	7.2.1	Sizing Queries		Number of users per branch for Lending	20 at present
176	RIP	Page 23	7.2.1	Sizing Queries		Number of Concurrent users per branch for Lending	Please refer 7.5.1
177	RIP	Page 23	7.2.1	Sizing Queries		Total Number of peak Transactions per day for Lending	15
178	RIP	Page 23	7.2.1	Sizing Queries		Peak business hours for Lending	All are same.
179	RIP	Page 23	7.2.1	Sizing Queries		Total number of application transfer per day for LOS	RIP is about LMS. Per day number is not much. The transactions days are less.

180	RIP	Page 23	7.2.1	Sizing Queries	Number of images uploaded per day for LOS	Documents / scans will happen as per lending
181	RIP	Page 23	7.2.1	Sizing Queries	Size per image for LOS	As per the product
182	RIP	Page 23	7.2.1	Sizing Queries	Number of concurrent users for GL	8
183	RIP	Page 23	7.2.1	Sizing Queries	Total number of Reports to be generated per day (If any)	20
184	RIP	Page 23	7.2.1	Sizing Queries	Number of years to be considered for sizing	As per RIP.
185	RIP	Page 23	7.2.1	Sizing Queries	Year on Year growth rate on the business volumes	25%
186	RIP	Page 23	7.2.1	Sizing Queries	Data retention period in Years	Permanent
187	RIP	Page 23	7.2.1	Sizing Queries	Hardware Platform preference (IBM POWER / ORACLE SPARC / INTEL X86)	Bidder to decide based on solution proposed. Performance has to be met.
188	RIP	Page 23	7.2.1	Sizing Queries	How many environments are expected (DC/ DR/ UAT/SIT)?	As per RIP.
189	RIP	Page 23	7.2.1	Sizing Queries	Is virtualization between various layers acceptable. If yes, please confirm your preferred virtualization technology (IBM Power VM, Oracle VM, VMWare, etc).	Any Industry standard tool having OEM support meeting the laid down performance criteria. Production Database at Primary Data Centre should be on a separate physical server.
190	RIP	Page 23	7.2.1	Sizing Queries	Preferred Application Server (WebSphere/ Weblogic)	Bidder to decide based on solution proposed. Performance has to be met.
191	RIP	Page 23	7.2.1	Sizing Queries	Required annual High Availability in % (99.5%, 99.9% etc)	As per RIP.
192	RIP	Page 23	7.2.1	Sizing Queries	Size of the data to be migrated in GB/TB if any.	Total Data size should not be more than 200GB
193	RIP	Page 23	7.2.1	Sizing Queries	Would customer will like to go with Public cloud	No. As per RIP.
194	RIP	Page 23	7.2.1	Sizing Queries	Would customer will like to go with share infrastructure	As per RIP.
195	RIP	Page 23	7.2.1	Sizing Queries	Would customer will like to go with amazon cloud Services provider	Is it MEITY approved
196	Form 2	LMS	A(1), A(2), B(1)		Is Loan Origination functionality expected?	No But Software capability has been kept slightly higher than the current RFP to assess its robustness to meet future needs.
197	Form 2	LMS	B(2)		Please elaborate on treatment for Undrawn Sanction	To be gathered during Study phase. Normally it is sanction which has not been disbursed.
198	Form 2	LMS	C (5)		Who are going to be customers of Mudra and what are the KYC norms to be followed for them	To be gathered during Study phase. Normally, it could Banks/MFIs/NBFCs/Individuals etc.
199	Form 2	LMS	C (5)		Whether the loans are refinance loans only? If Yes then who would be the customers/ ultimate borrowers and what functionality is expected in the system?	To be gathered during Study phase. It could be direct loans also.
200	Form 2	LMS	D (1)		Need clarification over the repayment schedule generation	To be gathered during Study phase
201	Form 2	LMS			List of external interfaces required with LMS system	To be gathered during Study phase
202	Form 2	LMS			Whether working capital Loans like CC/OD or Bills are also expected or only Term Loans ?	Only term loans.
203	Form 2	LMS			Whether the loans are in only INR or Foreign Currency Loans also are required ?	INR
204	Form 2	GL			Please elaborate on the need for Batch processing on CGL system	To be gathered during Study phase
205	Form 2	GL	General		What is the structure of MUDRA wide composite GL key?	To be gathered and decided during Study phase
206	Form 2	GL	General		Elaborate on the need of capturing the details for channels like RTGS, NEFT, cheque, cash, etc.	to generate EFT file for RTGS, NEFT payment to made outside
207	Form 2	All sheets			Detailed comments are required for the functional requirements which require customization or we need to put it for every requirement	General feature of software has been given. Details to be gathered during Study phase
208	RIP	Page 24	7.2.1	Production Environment - The bidder shall estimate the data volumes and provide the necessary initial minimum requirement of the private cloud for the production environment at the primary Data Center. And similar configurations at DR. However, for Development and Test environments the configuration may be decided in consultation with MUDRA after the PDC sizing requirements are arrived at	Please provide details of existing volumes and future projections 1) Number of existing loans at Mudra 2) New loans expected per year for the next 5 years 3) Daily transactions in the existing system. 4) Expected daily transactions in the next 5 years	Already addressed in one of the earlier queries.
209	RIP	Page 21	7.1		What is the existing application MUDRA is using ?	Tally for GL. Manual record maintained in Excel for loans
210	Annexure XII	Format C	Points 20, 21		Please clarify, whether Mudra has any specific reason to ask Oracle /JAVA programmer. Or it should be based upon the proposed technology stack? Please clarify.	No it has nothing to with proposed solution.
211	Form 2	LMS	C(1)		What is expected for capture request for disbursement?	Option to enter disbursement request
212	Form 2	LMS	E (9)		All the charges will be appropriated together , Please confirm	To be gathered during Study phase
213	RIP	Page 85	Annexure XV		We understand that bank has asked for names of the team member as a part of team profiles. Is it mandatory to provide the names of the team members or we can share these at later stages?	As per RIP.
214	RIP	Page 85	Annexure XV		Bank has asked for the documentary proofs with the candidate profile. Please elaborate what is expected in documentary proof?	Copy of the qualification and documents to support experience profile
215	RIP	Page 22	7.1	21. The System Integrator shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. 22. During the warranty period, the System Integrator should update/upgrade the software and also provide any new versions released as part of warranty.	21. The System Integrator shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. 22. During the warranty period, the System Integrator should update/upgrade the software and also provide any new versions released as part of warranty.	As per RIP.
216	RIP	Page 24	7.2.3	Penalty for non-compliance of Security Audit	7.2.3 Penalty for non-compliance of Security Audit Penalty should be capped to 10%.	As per RIP.
217	RIP	Page 27	7.5.3.3	Table 7.5.3.3 Compliance Level for SLAs	Table 7.5.3.3 Compliance Level for SLAs Penalty should be capped to 10%.	see revised RIP

218	RIP	Page 41	10.6	<p>8. EMD shall be forfeited if:</p> <p>a) Bidder withdraws its bids during the period of bid validity.</p> <p>b) Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.</p> <p>c) In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.</p> <p>d) Besides forfeiting the EMD, MUDRA may ban the bidder from subsequent bidding for a period of 3 years.</p>	<p>8. EMD shall be forfeited if:</p> <p>a) Bidder withdraws its bids during the period of bid validity.</p> <p>b) Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.</p> <p>c) In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.</p> <p>d) Besides forfeiting the EMD, MUDRA may ban the bidder from subsequent bidding for a period of 3 years.</p>	As per RIP.
219	RIP	Page 47	10.27	<p>10.27. Applicable laws</p> <p>The Contract shall be interpreted in accordance with the laws prevalent in India.</p> <p>1. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify MUDRA 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 Tender and shall indemnify, keep indemnified, hold harmless, defend and protect MUDRA and its employees/ officers/ resource/ 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>2. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ resource/ personnel/ representatives/agents from 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 therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.</p>	<p>10.27. Applicable laws</p> <p>The Contract shall be interpreted in accordance with the laws prevalent in India.</p> <p>1. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify MUDRA 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 Tender and shall indemnify, keep indemnified, hold harmless, defend and protect MUDRA and its employees/ officers/ resource/ 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>2. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/ Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ resource/ personnel/ representatives/agents from 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 therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.</p>	As per RIP.
220	RIP	Page 49	10.33	<p>10.33. Penalty for Default in Services</p> <p>1. If the selected bidder fails to complete the project within stipulated time, MUDRA will impose a penalty of 1.0% of the value indicated in Format B for each week delay or part thereof attributable to the bidder, subject to maximum of 10% of the value in Format B. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks. The reference point for computing delay will be the scheduled project completion date as per 7.11. The Computation of penalty will be reckoned if the project is delayed beyond the scheduled timeline.</p>	<p>10.33. Penalty for Default in Services</p> <p>1. If the selected bidder fails to complete the project within stipulated time, MUDRA will impose a penalty of 1.0% of the value indicated in Format B for each week delay or part thereof attributable to the bidder, subject to maximum of 10% ^{10.2%} of the value in Format B. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks. The reference point for computing delay will be the scheduled project completion date as per 7.11. The Computation of penalty will be reckoned if the project is delayed beyond the scheduled timeline.</p>	As per RIP.
221	RIP	Page 51	10.38	<p>10.38. Indemnity</p> <p>1. The Bidder/ successful bidder shall indemnify MUDRA and shall always keep indemnified and hold MUDRA, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against MUDRA as a result of:</p> <p>a. MUDRA's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RIP document; and/or</p> <p>b. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RIP document; and/or</p> <p>c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against MUDRA; and/or</p> <p>d. Breach of any of the term of this RIP document and/or of the agreement to be entered subsequent this RIP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RIP document and/or of the agreement to be entered subsequent this RIP; and/or</p> <p>e. Negligence or gross misconduct attributable to the Bidder or its employees or subcontractors.</p> <p>f. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or</p> <p>g. Breach of confidentiality obligations of the Bidder contained in this RIP document; and/or</p> <p>h. The use of unlicensed and illegal Software and/or allied components by the successful bidder</p>	<p>10.38. Indemnity</p> <p>1. The Bidder/ successful bidder shall indemnify MUDRA and shall always keep indemnified and hold MUDRA, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against MUDRA as a result of:</p> <p>a. MUDRA's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RIP document; and/or</p> <p>b. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RIP document; and/or</p> <p>c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against MUDRA; and/or</p> <p>d. Breach of any of the term of this RIP document and/or of the agreement to be entered subsequent this RIP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RIP document and/or of the agreement to be entered subsequent this RIP; and/or</p> <p>e. Negligence or gGross misconduct attributable to the Bidder or its employees or subcontractors.</p> <p>f. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or</p> <p>g. Breach of confidentiality obligations of the Bidder contained in this RIP document; and/or</p> <p>h. The use of unlicensed and illegal Software and/or allied components by the successful Bidder</p>	As per RIP.
222	RIP	Page 52	10.39	<p>10.39. Limitation of liabilities</p> <p>In no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of vendor, arising at any time shall not exceed the total contract value.</p>	<p>10.39. Limitation of liabilities</p> <p>In no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of vendor, arising at any time shall not exceed the total amount, paid to Bidder by the MUDRA in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose); ^{total contract value.}</p>	As per RIP.
223	RIP	Page 52	10.4	<p>10.40. Rights to Visit</p> <p>1. All records of the Bidder with respect to any matters covered by this Tender document/subsequent order shall be made available to MUDRA or its designees at any time during normal business hours, as often as MUDRA deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.</p> <p>2. MUDRA, including its regulatory authorities like Reserve Bank of India etc., reserves the right to verify, through their officials or such other persons as MUDRA may authorize, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.</p> <p>3. MUDRA and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by MUDRA is not misused. The Bidder will have to cooperate with the authorized representative/s of MUDRA and will have to provide all information/ documents required by MUDRA</p> <p>4. The right to visit under these clauses shall be restricted to physical files related to this assignment. Visit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.</p>	<p>10.40. Rights to Visit</p> <p>1. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to MUDRA or its designees at any time during normal business hours, as often as MUDRA deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.</p> <p>2. MUDRA, including its regulatory authorities like Reserve Bank of India etc., reserves the right to verify, through their officials or such other persons as MUDRA may authorize, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder may be required under any regulation.</p> <p>3. MUDRA and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by MUDRA is not misused. The Bidder will have to cooperate with the authorized representative/s of MUDRA and will have to provide all information/ documents required by MUDRA the regulatory agencies.</p> <p>4. The right to visit under these clauses shall be restricted to physical files related to this Assignment only and no confidential data of the Bidder shall be exposed to such audit which in Bidder's opinion is confidential including accounts and costing. Visit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.</p>	As per RIP.

224	RIP	Page 52	10.41	<p>10.41. Audit</p> <p>1. The vendor/bidder shall allow MUDRA, its authorized personnel, its auditors (internal and external), authorized personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services.</p> <p>2. In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification.</p> <p>3. Audit under this clause shall be restricted to physical files related to this arrangement. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.</p>	<p>10.41- Audit</p> <p>1-The vendor/bidder shall allow MUDRA, its authorized personnel, its auditors (internal and external), authorized personnel from RBI - other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services.</p> <p>2-In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification.</p> <p>3-Audit under this clause shall be restricted to physical files related to this arrangement. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.</p>	As per RIP.
225	RIP	Page 53	10.43	<p>10.43. Miscellaneous</p> <p>1. Bidder is expected to peruse all instructions, forms, terms and specifications in this RIP and its Annexures/appendixes.</p> <p>2. Bidder would undertake to provide appropriate human as well as other resources (PC/laptop etc.) required, to execute the various tasks assigned as part of the project, from time to time.</p> <p>3. MUDRA shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.</p> <p>4. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. MUDRA may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.</p> <p>5. Bidder shall promptly notify MUDRA of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.</p> <p>6. Bidder shall indemnify, protect and save MUDRA against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of Bidder, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by Bidder as part of the delivery to fulfill the scope of this project.</p> <p>7. Any publicity by Bidder in which the name of MUDRA is to be used should be done only with the explicit written permission of MUDRA.</p> <p>8. Bidder is obliged to give sufficient support to MUDRA's staff, work closely with MUDRA's staff, act within its own authority, and abide by directives issued by MUDRA that are consistent with the terms of the order. Bidder is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanors.</p> <p>9. MUDRA reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RIP.</p>	<p>10.43. Miscellaneous</p> <p>1. Bidder is expected to peruse all instructions, forms, terms and specifications in this RIP and its Annexures / appendixes.</p> <p>2. Bidder would undertake to provide appropriate human as well as other resources (PC/laptop etc.) required, to execute the various tasks assigned as part of the time to time.</p> <p>3. MUDRA shall pay not be held liable for additional costs incurred during any discussion onproject, from contracts or for any work performed in connection therewith. 4. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. MUDRA may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.</p> <p>5. Bidder shall promptly notify MUDRA of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.</p> <p>6. Bidder shall indemnify, protect and save MUDRA against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of Bidder, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components deliverables provided by Bidder as part of the delivery to fulfill the scope of this project.</p> <p>7. Any publicity by Bidder in which the name of MUDRA is to be used should be done only with the explicit written permission of MUDRA.</p> <p>8. Bidder is obliged to give sufficient support to MUDRA's staff, work closely with MUDRA's staff, act within its own authority, and abide by directives issued by MUDRA that are consistent with the terms of the order. Bidder is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanors.</p> <p>9. MUDRA reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RIP.</p>	As per RIP.
226	RIP	Page 54	10.48	<p>Representation and Warranties</p> <p>In order to induce MUDRA to enter into the agreement, the Vendor shall be deemed to have represented and warranted as follows:</p> <p>1. That the Bidder is a company which has meets the requisite eligibility qualifications mentioned in RIP, and it has power and the authority to enter into agreement and provide the services, deliver systems/ Software sought by MUDRA.</p> <p>2. That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of services, systems.</p> <p>3. That the representations made by the Bidder in its bid shall be deemed to continue to remain true and the bidder continues to fulfill the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RIP, unless MUDRA in writing specifies to the contrary, the Bidder shall be bound by all the terms of the bid.</p> <p>4. That the Bidder has the professional skills, personnel and resources / authorizations that are necessary for providing services as are necessary to perform its obligations under the bid and the agreement.</p> <p>5. That the Bidder shall ensure that all assets including but not limited to software, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the agreement are duly maintained and suitably updated, upgraded, replaced or substituted with regard to contemporary and statutory requirements.</p> <p>6. That the Bidder shall procure all the necessary permissions, adequate approvals and licenses for use of various software and any copyrighted process / product free from all claims, titles, interests and liens thereon and shall keep MUDRA, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.</p> <p>7. That all the representations and warranties as have been made by the Bidder with respect to its bid and agreement are true and correct, and shall continue to remain true and correct throughout the term thereof.</p> <p>8. That the execution of the services herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.</p> <p>9. That there are no legal proceedings pending or threatened against Bidder or its team which adversely affect/may affect performance under this agreement; and no inquiries or investigations have been threatened, commenced or pending against the Bidder or its team members by any statutory or regulatory or investigative agencies.</p> <p>10. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of the agreement and has taken all necessary corporate actions, consents and approvals to authorize the execution, delivery and performance by it of the agreement.</p> <p>11. That neither the execution and delivery by the Bidder of the agreement nor the Bidder's compliance with or performance of the terms and provisions of the agreement (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.</p>	<p>10.48 Representation and Warranties</p> <p>In order to induce MUDRA to enter into the agreement, the Vendor shall be deemed to have represented and warranted as follows:</p> <p>1. That the Bidder is a company which has meets the requisite eligibility qualifications mentioned in RIP, and it has power and the authority to enter into agreement and provide the services, deliver systems/ Software sought by MUDRA.</p> <p>2. That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of services, systems.</p> <p>3. That the representations made by the Bidder in its bid shall be deemed to continue to remain true and the bidder continues to fulfill the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RIP, unless MUDRA in writing specifies to the contrary, the Bidder shall be bound by all the terms of the bid.</p> <p>4. That the Bidder has the professional skills, personnel and resources / authorizations that are necessary for providing services as are necessary to perform its obligations under the bid and the agreement.</p> <p>5. That the Bidder shall ensure that all assets including but not limited to software, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the agreement are duly maintained and suitably updated, upgraded, replaced or substituted with regard to contemporary and statutory requirements.</p> <p>6. That the Bidder shall procure all the necessary permissions, adequate approvals and licenses for use of various software and any copyrighted process / product free from all claims, titles, interests and liens thereon and shall keep MUDRA, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.</p> <p>7. That all the representations and warranties as have been made by the Bidder with respect to its bid and agreement are true and correct, and shall continue to remain true and correct throughout the term thereof.</p> <p>8. That the execution of the services herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.</p> <p>9. That there are no legal proceedings pending or threatened against Bidder or its team which adversely affect/may affect performance under this agreement; and no inquiries or investigations have been threatened, commenced or pending against the Bidder or its team members by any statutory or regulatory or investigative agencies.</p> <p>10. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of the agreement and has taken all necessary corporate actions, consents and approvals to authorize the execution, delivery and performance by it of the agreement.</p> <p>11. That neither the execution and delivery by the Bidder of the agreement nor the Bidder's compliance with or performance of the terms and provisions of the agreement (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.</p>	As per RIP.
227	RIP			<p>1. That the Bidder is a company which has meets the requisite eligibility qualifications mentioned in RIP, and it has power and the authority to enter into agreement and provide the services, deliver systems/ Software sought by MUDRA.</p> <p>2. That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of services, systems.</p> <p>3. That the representations made by the Bidder in its bid shall be deemed to continue to remain true and the bidder continues to fulfill the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RIP, unless MUDRA in writing specifies to the contrary, the Bidder shall be bound by all the terms of the bid.</p> <p>4. That the Bidder has the professional skills, personnel and resources / authorizations that are necessary for providing services as are necessary to perform its obligations under the bid and the agreement.</p> <p>5. That the Bidder shall ensure that all assets including but not limited to software, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the agreement are duly maintained and suitably updated, upgraded, replaced or substituted with regard to contemporary and statutory requirements.</p> <p>6. That the Bidder shall procure all the necessary permissions, adequate approvals and licenses for use of various software and any copyrighted process / product free from all claims, titles, interests and liens thereon and shall keep MUDRA, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.</p> <p>7. That all the representations and warranties as have been made by the Bidder with respect to its bid and agreement are true and correct, and shall continue to remain true and correct throughout the term thereof.</p> <p>8. That the execution of the services herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.</p> <p>9. That there are no legal proceedings pending or threatened against Bidder or its team which adversely affect/may affect performance under this agreement; and no inquiries or investigations have been threatened, commenced or pending against the Bidder or its team members by any statutory or regulatory or investigative agencies.</p> <p>10. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of the agreement and has taken all necessary corporate actions, consents and approvals to authorize the execution, delivery and performance by it of the agreement.</p> <p>11. That neither the execution and delivery by the Bidder of the agreement nor the Bidder's compliance with or performance of the terms and provisions of the agreement (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.</p>		
228	RIP	Page 71	11.15	<p>11.15 Annexure –IX: Non-Disclosure Agreement</p>	<p>11.15 Annexure –IX: Non-Disclosure Agreement</p> <p>Should be mutual and protect Bidder's confidential information also.</p>	As per RIP

229	RIP	Page 76	11.19	11.19 Annexure – XIII: Performance Bank Guarantee	11.19 Annexure – XIII: Performance Bank Guarantee Bank Guarantee clause This Bank Guarantee issued by _____ Bank, on behalf of the Bidder in favour of Purchaser is in respect of the contract/agreement dated _____. As communicated by Bidder on the date of execution of this Bank Guarantee an amount of Rupees (Rupees _____ only) is outstanding and payable to Bidder by Purchaser, in respect of previous contracts between Bidder and Purchaser. As communicated by Bidder on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any previous contracts between Bidder and Purchaser. Notwithstanding anything contained hereinabove: a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only) b) This Guarantee shall remain in force up to and including _____ (including claim period of three months) c) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of Purchaser under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.	As per RIP.
230	RIP	Page 41	10.5.	Commercial Bid	It is requested that this be made a tax EXCLUSIVE bid and all taxes be charged on actuals at the time of Invoicing. Most of the taxes mentioned in the RFP clause are no longer existing and the applicable tax is now GST which is missing in the tax clause. GST is still undergoing changes and hence a tax exclusive bid is best under the circumstances.	
231	RIP	Page 42	10.7.	Period of Validity of Bids	Bid validity of 1 year is too long and it is requested that the same be reduced to 180 days from the bid submission date.	see revised RIP
232	RIP	Page 46	10.26.	Terms of Payment	It is requested that all payments relating to supply of Hardware / software be linked to supply of the same and payments should be made at the time of supply, in view of the provisions of the new GST law. These payments should not be linked to delivery of services.	As per RIP.
233	RIP	Page 48	10.29.	Performance Bank Guarantee (PBG)	PBG should be capped at 5% of the contract value.	As per RIP.
234	RIP	Page 49	10.31.	Termination of Contract	The termination clause should not be one sided and the bidder should also have the right to terminate the contract after giving 30 days notice in writing to Mudra / after discussion with Mudra on mutually agreed terms and conditions.	As per RIP.
235	RIP	Page 49	10.33.	Penalty for Default in Services	Penalty should be restricted to 5% of the value as in Format B, indicated in this clause.	As per RIP
236	RIP	Page 24	7.2.3	Penalty for non-compliance of Security Audit	Penalty should be restricted to 5%.	As per RIP
237	RIP	Page 29	7.8	Project Duration	Contract period (5 years) with 4 years after 1 year warranty. means Implementation of 8 months in the 1 year warranty period. Please clarify	Warranty starts after implementation which is expected to be completed as per the schedule.
238	RIP	Page 21	7	Scope of Work	We understand that Enterprise General Ledger (GL) in ERP will be a part of the solution. Please let us if any other ERP Financials (such as AP,AR,Cash Management, Assets etc /Other modules are in scope also?	No
239	RIP	Page 21	7	Scope of Work	How is Mudra catering to its GL requirements at present? What are the existing applications that Mudra is using for its Enterprise GL solution?	Tally
240	RIP	Page 21	7	Scope of Work	Cleansing and formatting of data should be done by Mudra data migration team. Bidder will provide templates for providing data by Mudra team and will work with Mudra for successful data migration. Please confirm if our understanding is correct.	Bidder is expected to extract data (using scripts or macros) from the excel files with MUDRA. Any additional data will be provided by MUDRA.
241	RIP	Page 21	7	Scope of Work	Please specify the systems (Internal) and External (3rd parties) that ENTERPRISE GL Finance solution will be interfacing with. Kindly elaborate. Please specify the name of "Applications" with which integration is required?	Loan Management is supposed to interface and provide vouchers for loan related activities. GL has also to handle transactions happening outside the lending System.
242	RIP	Page 22	7	Scope of Work	How many end users of General Ledger will need to be trained by Bidder?	see 7.1. clause 19
243	RIP	Page 21	7	Scope of Work	Can you please specify the number of statutory reports e.g. those required by RBI / Companies Act / SEBI that will need to be generated?	Around 12.
244	RIP	Page 21	7	Scope of Work	We assumed that the implementation for Enterprise GL will be done centrally from Mudra HQ: please confirm. Also, Please indicate the locations (names of cities) of the current existing branches.	MUDRA currently has only one office and that is at MUMBAI.
245	RIP	Page 23	7	Scope of Work	Please provide below information for Enterprise GL/ E Business application to be considered for implementation - Total, Active & Concurrent User Base - Geography supported by each application - RPO/RTO Criteria - DR environment setup - High Availability Requirements - Data Recovery requirements - Environment details - Internet/Intranet application	- see section 7.5.1 - whole of India - RTO 4 hrs RPO 30 minutes - based on RTO standards - based on RPO standards - as proposed for the solution - will not be linked to the solution
246	RIP	Page 23	7	Scope of Work	What is the expected OLTP to Batch ratio for Enterprise GL application?	As of now loans are few and OLTP transactions are very less.
247	RIP	Page 23	7	Scope of Work	Is it going to be a single node, two node or multi node installation?	Bidder has to propose
248	RIP	Page 23	7	Scope of Work	What would be your overall instance strategy for implementation (Production, Test, Development, Patch instance, Vision etc.)? How many database instances you will have?	as per RIP and also see 7.2.1
249	RIP	Page 23	7	Scope of Work	Please provide the information for the applications to be considered for migration. - Oracle Database version - Amount of storage capacity(approx.) expected to be in the new Enterprise GL application implementation	Total Data size should not be more than 200GB
250	RIP	Page 23	7	Scope of Work	What is the maximum file system usage you will allow? e.g. 80% , 90% etc ?	Bidder has to propose
251	RIP	Page 23	7	Scope of Work	Do you have requirement for multiple languages in your target installation / configuration?	As per RIP
252	RIP	Page 23	7	Scope of Work	What would be the extent of customization and how many developers will be working on your system?	Customisation should be minimal.
253	RIP	Page 23	7	Scope of Work	What would be the maximum allowable CPU utilization?	Bidder has to propose
254	RIP	Page 21	7	Scope of Work	What would be the maximum allowable RAM utilization?	Bidder has to propose
255	RIP	Page 23	7	Scope of Work	What would be your target O/S platform to host Enterprise GL system?	Bidder has to propose

256	RIP	Page 23	7	Scope of Work	Describe your system availability requirements (i.e. 24x7, Raid 0+1, Raid 5, High Availability DB server and/or Apps/Web Server, redundant h/w components, etc)? Do you require a high availability fail over environment	12x6 . In exceptional circumstances working on sundays and holidays may be considered
257	RIP	Page 23	7	Scope of Work	What would be your backup procedure? Do you want to take online backup on disk?	Bidder has jointly to decide with MUDRA
258	RIP	Page 23	7	Scope of Work	Please provide below information for Enterprise GL application to be considered -amount of data backup / month. - Backup Retention approach	Bidder has to estimate based on the solution and estimated work load . Will depend on the policy decided.
259	RIP	Page 23	7	Scope of Work	What would be your processing load? E.g. number of Jobs / Day? If you wish to increase the number of users and transactions, please specify the rate and timeframe. (E.g., 20% increase in active/concurrent users and 5% increase in transaction volumes for each of the next two years.),What is the user growth year-on-year basis?	maximum 15 loan transactions per day assume 25% increase in loan business YoY
260	RIP	Page 23	7	Scope of Work	What would be your processing load? E.g. number of Jobs / Day? If you wish to increase the number of users and transactions, please specify the rate and timeframe. (E.g., 20% increase in active/concurrent users and 5% increase in transaction volumes for each of the next two years.),What is the user growth year-on-year basis?	Repeat of earlier query
261	RIP	Page 23	7	Scope of Work	How many Active/Concurrent (Logged on) users will be working on the Test, development and Training instances of the Enterprise GL application?	As per 7.5.1
262	RIP	Page 21	7	Generic	Is it okay if the Cloud Data Center is outside India's borders?	No
263	RIP	Page 23	7	Scope of Work	Please provide below information for Enterprise GL application to be considered for Managed Hosting - Application Criticality & Tech Stack Details - Number of Data Centers for the proposed EBS application along with their Pedigree information which include DC ,DR Preference for any particular hardware = Server details, OS (Windows, Linux, Unix), Storage (EMC,NetApp etc, backup, network & security devices) across environments. (e.g., prod, dev., test..etc.). Physical/Virtual Mapping.	Bidder to propose based on solution offered
264	RIP	Page 23	7	Scope of Work	What will be the total number of users for the proposed Oracle EBS system to be deployed?	Please refer 7.5.1
265	RIP	Page 23	7	Scope of Work	What percentage of the users will access the Oracle EBS system through the internet?	since ILL will be sued access the DC, internet will be used access DC only when both primary and secondary ILL fails
266	RIP	Page 23	7	Scope of Work	What will be the peak and average number of concurrently active users of the Oracle EBS system?	As per 7.5.1 of RIP
267	RIP	Page 23	7	Scope of Work	What is the predicted annual percentage growth rate of the number of user for the Oracle EBS applications?	as per 7.5.1 of RIP
268	RIP	Page 23	7	Scope of Work	It is mentioned that hardware sizing is to be done only for the following environments: - Production at DC - Production at DRC (100% compute and storage capacity of DC) - Testing / UAT - Training - Migration There is no mention of a Development environment. It is assumed that this is an oversight and sizing has to be done for a Development instance also. Please confirm.	see 7.2.1. As per RIP.
269	RIP	Page 23	7	Scope of Work	Can it be assumed that the UAT environment would be an exact replica of the Production environment with respect to the no. of nodes & associated components wise?	As per RIP.
270	RIP	Page 23	7	Scope of Work	What will be the expected volume of the data to be migrated from the legacy systems into the Oracle EBS application system to be implemented?	not more than 200 GB
271	RIP	Page 23	general	Scope of Work	Please provide the annual percentage growth of data volume forecasted for the next 5 years for the Oracle EBS instance.	25% YoY
272	RIP	Page 23	general	Scope of Work	How many years of data is required to be kept online in the Production databases?	Always.
273	RIP	Page 23	general	Scope of Work	Will implementation of Single Sign-On (SSO) be required for the Oracle EBS system?	The two products i.e. Lending Management and Accounting has to be under same sign on.
274	RIP	Page 37	Point 3	Feedback from at least three References of existing customers in India where the product has been implemented (RIP Ann.III – Form 5) and field visit (if undertaken by MUDRA	Please clarify the customer reference is mention in India, what will be the weightage for global customer,	As per RIP.
275	RIP	Page 63	Form 3: Bidder's Capability in System Integration	Bidder's Capability in System Integration	Evaluation table are in page 37 and 63 also. Please clarify which marking system is applicable for qualify or both are required	As per RIP.
New Clauses / changes/ exclusions etc as suggested by the bidders.						
Execution Infrastructure						
276				The MUDRA will provide necessary and adequate infrastructure to enable Bidder to fulfill its commitment for the assignment. This will be applicable for each Bidder Consultant associated with the project and will be arranged for and provided at no cost to Bidder. The infrastructure will include:		
				i. Office space;		
				ii. Hardware and software;		
				iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs;		
				iv. Office stationery and consumable;		
				v. Secretarial assistance, if necessary at site;		
				vi. Telephone, e-mail and fax facilities at site;		
				vii. Photocopying assistance;		
				viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided).		Not Accepted.

			The above-mentioned infrastructure will be required for work to be carried out at the site of MUDRA during regular working hours. MUDRA shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.	
277			Methodology, Tools and Techniques	
			Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the MUDRA will need to be communicated to Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.	Not Accepted.
278			Deliverables	
			The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.	
			Acceptance of Deliverables	
			MUDRA will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal.	
			The application software (if any) will be delivered/installed for acceptance to MUDRA as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of MUDRA. MUDRA will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by MUDRA. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by MUDRA, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. MUDRA will confirm acceptance in writing to Bidder. The MUDRA shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by MUDRA if the MUDRA (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).	Not Accepted.
			Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the MUDRA. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.	
			Change Management Procedure	
			A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the MUDRA to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the MUDRA for its approval within a reasonable time period. Bidder will incorporate the change after receiving the MUDRA's written approval. In case of delay in approval by the MUDRA, the baseline itself may undergo a change; this will mean a reassessment of the charges.	Not Accepted.
			Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed, by Bidder to the MUDRA. These will be evaluated jointly by the MUDRA and Bidder and will be provided by the MUDRA at no cost to Bidder.	
279			Payment of Invoices/Bills	
			All invoices and bills for the Application Software will be raised by Bidder as per the Payment Terms and will become due for payment within thirty (30) days of presentation. All payments are to be made by demand draft/cheque favouring TATA CONSULTANCY SERVICES LIMITED. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by MUDRA and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.	Not Accepted.
			All fees payable to Bidder are exclusive of any sales, use, value added tax, service, GST or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, MUDRA shall be responsible to pay or reimburse Bidder the amount of such taxes. Where applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the MUDRA. Any increase or decrease in the existing taxes or newly introduced taxes shall be to the account of the MUDRA. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.	
280			Reimbursement of Tax/Levy	
			Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Bidder.	Not Accepted.
281			Intellectual property rights:	
			All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder's proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder, including customisation, enhancement, interface development etc. shall remain the exclusive property of Bidder and MUDRA shall not acquire any right title or interest of any nature therein except to the extent provided herein. Bidder shall however grant in favour of MUDRA the right and non exclusive, non transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. The foregoing license does not authorize MUDRA to (a) separate Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a stand alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder pre-existing IP.	Not Accepted.
			All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and MUDRA shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.	
282			Warranty	
			Bidder shall warrant that the delivered software meets the requirements as specified in the detailed Specifications. This warranty shall remain valid for three (3) months after the acceptance of the software by the MUDRA or three (3) months after the delivery of the software, whichever is earlier.	
			MUDRA shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software.	
			The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the MUDRA. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables on incompatible hardware not recommended by Bidder; (ii) any change, not made by Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the MUDRA without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder by MUDRA in connection with the preparation of the deliverable.	Not Accepted.
			In case of breach of this warranty, MUDRA's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to the MUDRA if already paid by the MUDRA.	

			EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO MUDRA, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER.	
283			Additional Support and Services In case the MUDRA requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate.	Not Accepted.
284			Travel and Related Expenses Should the assignment require any travel by any Bidder expert outside their respective base location(s), the MUDRA will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.	Not Accepted.
285			Cost Escalation Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the MUDRA, non-availability of facilities at the MUDRA, increase in the scope of the agreed Change-Requirements or increase in the MUDRA's Implementation support requirements etc., Bidder will bring this to the attention of the MUDRA. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.	Not Accepted.
286			Confidentiality Both parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective MUDRAS. Both parties undertake, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose whatsoever save as may be strictly necessary for the performance of the assignment as mentioned in this proposal. The term "Confidential Information" as used herein means any information or documents disclosed by one party to the other party orally, and which is reduced to writing within a period of 3 days of the disclosure or in writing or including but not limited to any written or printed documents, samples, model, technical data/know-how, drawings, photographs, specifications, standards, manuals, reports, formulae, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer data bases, computer software documentation, quotations and price lists, research products, inventions, development, processes, engineering techniques, strategies, customers, internal procedures, employees and business opportunity and clearly identified and marked as "Confidential Information". The data contained herein shall not be disclosed, duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided that, a contract is awarded to this proposal as a result of, or in connection with the submission of this data. Both the parties shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This confidentiality restrictions shall be for the term of the resultant contract and for a period of two years thereafter. This restriction does not limit the right to use information contained in the data if it: a. Is obtained from another source without restriction. b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality; c. becomes generally known to the public without violation of this Proposal; d. is independently developed by the receiving party without the use of confidential information and without the participation of individuals who have had access to confidential information; e. is required to be provided under any law, or process of law duly executed.	Not Accepted.
287			Non-employment The MUDRA will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising herefrom.	Not Accepted.
289			Liability Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the MUDRA or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the MUDRA, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the MUDRA. Such failures or delays shall be brought to the notice of the MUDRA and subject to mutual agreement with the MUDRA, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the MUDRA for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.	Not Accepted.
290			General Indemnity The MUDRA will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the MUDRA by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.	Not Accepted.
291			Indemnity for infringement of intellectual property rights The MUDRA warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.	Not Accepted.
292			Governing law: Waiver No forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of this Proposal shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Proposal shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Proposal.	Not Accepted.
293			Assignment Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party	Not Accepted.
294			Nonexclusively Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.	Not Accepted.

295			Independent Relationship		
			This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.		Not Accepted.
296			Modification		
			This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party.		Not Accepted.
297			Publicity		
			Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.		Not Accepted.
298			Entire Understanding		
			This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supercedes and cancels all previous negotiations thereof. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.		Not Accepted.
299			Survival		
			The clauses of this proposal which by their nature are intended to survive shall so survive the termination/expiry of this proposal.		Not Accepted.
300			IPR indemnity from MUDRA:		
			MUDRA warrants to Bidder that the software, materials, and other assistance ('MUDRA materials') supplied by MUDRA to Bidder for the purpose of execution of the terms of the agreement are either MUDRA owned properties or are properties obtained by MUDRA under proper intellectual property licenses. MUDRA further warrants that the said software, material and other information, to be provided by MUDRA shall not infringe the intellectual property rights, proprietary rights or any other property rights of any party. If MUDRA materials supplied by MUDRA are found to infringe the intellectual property rights of any party, then MUDRA shall hold harmless and indemnified Bidder , against all claims and actions associated with such infringement, including without limitation the attorney fees spent by Bidder in defending such actions and claims, and any compensation that may be paid by Bidder to settle such claim either in satisfaction of a court decree or otherwise. This clause shall survive the termination of this agreement. The MUDRA will indemnify, defend and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the facilities/equipment or location of MUDRA by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation of liability provided herein shall not apply to such loss, injury, claim or damages.		Not Accepted.
301			Termination in case of default and non payment of fees:		
			Bidder may terminate this Agreement for cause if MUDRA materially breaches this Agreement, provided Bidder gives MUDRA notice of such breach and it remains uncured after 30 days following notice. If any amount due and payable by MUDRA under the Agreement is more than 30 days overdue; and there is no dispute between MUDRA and Bidder in relation to that amount, Bidder may issue to MUDRA a notice that payment is overdue. If MUDRA fails to pay Bidder within 7 days after the date of such notice, Bidder may by a further notice to MUDRA terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.		Not Accepted.
302			SLA Exclusions		
			The time lost due to any of the following causes shall not be included in calculating "Fix/Work Around Available Time" or "Resolution Time":		
			i Time lost due to power or environmental failures;		
			ii Time taken to recover the equipment because of power or environmental failures;		
			iii Time lost due to damage or malfunction of the equipment or any of the units thereof due to causes attributable to Customer/OEM, such as attachment of additional devices, making alteration to the system, participate in maintenance of the system, etc., without Bidder/ Vendor's consent.		
			iv Time taken for scheduled maintenance/troubleshooting (including back-up and restore times) either for preventive purposes or improvement in function or other purposes;		
			v Time taken for reconfiguration or other planned downtime situations;		
			vi Scheduled shutdowns as required by Owner/ Purchaser. Bidder/ Vendor may also request Owner/ Purchaser for a shutdown for maintenance purpose, which request will not be denied unreasonably by Owner/ Purchaser.		
			vii Time taken for booting the systems.		
			viii Time taken to get approval from all stakeholders for the exclusive availability of system for support activities where the prospective solutions can be tested prior to promotion into production.		
			ix Time taken by Customer to approve the work around or fix.		
			x Time taken by the third-party vendors and service providers for fixing a product related fault/ defect, replacement of part(s), or responding to clarifications.		Not Accepted.