SI. No.	Page No. of RFP	Clause No	RFP Clause	roject Office:RFP:01:2023-24 dated 01.04.2023 Bidder's Query	Banks Reply
1	8	1. About Banks	The Bank"s Data Center (DC) is in Bengaluru and Disaster Recovery Center (DRC) at Mumbai. The DC and DRC are connected to the branches, regional offices and head offices through Wide Area Network (WAN). The entire network uses a mix of MPLS/Leased Lines/VSAT connectivity through multiple service providers. The Banks have Project Office & Network Operation Centre (NOC) in the project office, Bengaluru to administer and monitor IT infrastructure and operations.	Can you inform us if the Bidder is responsible for hardware and network maintenance of DC/DRC as part of their scope?	Hardware & network maintenance at DC/DRC of SAP-HRMS Application is being maintained by Bank.
2	9	3. About RFP	The successful bidder has to provide ATS for existing SAP-HRMS Solution, and resources for managed IT services for existing SAP-HRMS.	We presume that ATS pertains to technical support provided by the Bidder and is not related to the OEM's annual technical support.	ATS pertains to OEM technical support for all the software listed out in Annexure-8.
3	9	3. About RFP	The HRMS Portal/R3 is covering all types/categories of employees and pensioners including present and future	Are you open to considering Onsite/Nearshore (same city as Bidder's location) for service delivery? Please provide clarification.	Onsite resources are only to be provided by the selected bidder.
4	9	3. About RFP	The HRMS Portal/R3 is covering all types/categories of employees and pensioners including present and future	Could you please let us know what are functions are implemented in HRMS Portal and what applications are in use?	Please refer Annexure-7 of RFP for further details.
5	9	3. About RFP	The HRMS Portal/R3 is covering all types/categories of employees and pensioners including present and future	Total Number of employees in each entity	Details will be shared to the selected bidder. However total number of employees in both Banks together is approximately 10000.
6	11	7. Requirement Details		Should we provide pricing for the entire 6-year duration (4 years + 2 years), or is it sufficient to submit pricing for 4 years of support and allow the KGB team to extract the cost for the remaining 2 years?	Please refer Annexure-3 and comply with RFP terms.

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7	11	7. Requirement Details	purchase order by the Bank. Bidder is required to	Can you please provide detailed information about your current Service Level Agreement (SLA) for both Applications Support and Development, including response time, resolution time, and other relevant performance metrics?	Bidder to comply with RFP terms & conditions.		
8	11	7. Requirement Details		Karnataka Gramina Bank and Kerala Gramina Bank use single instance of SAP HR system or do they have two separate Production instances	Both Karnataka Gramin Bank & Kerala Gramin Banks are having separate Production instances.		
9	11	7. Requirement Details	purchase order by the Bank. Bidder is required to provide a TCO for 4 years (contract period). Bank	Could you please clarify the type of support that needs to be included in the scope of work? Should it be end-to-end support, covering all levels (L1, L2, and L3), or is it limited to L2/L3 support only? Please provide further details.	Bidder to comply with RFP terms & conditions.		



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10	11	7. Requirement Details		Do we understand correctly that project management responsibilities will be handled exclusively by the KaGB team? Please confirm	Bidder to comply with RFP terms & conditions.
11	11	7. Requirement Details		Can you please provide comprehensive information on your current applications architecture, including details about interfaces with other systems?	Details will be shared with selected bidder.
12	11	7. Requirement Details	would be Four (4) years from the date of the issue of purchase order by the Bank. Bidder is required to	Could you kindly provide the details of incidents, problems, change requests (CRs), service requests, and in-flight projects for the past 12 months? Please share comprehensive information on these aspects.	Bidder to comply with RFP terms & conditions.



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13	11	7. Requirement Details	Tenure of the Contract: The tenure of the contract would be Four (4) years from the date of the issue of purchase order by the Bank. Bidder is required to provide a TCO for 4 years (contract period). Bank can further extend the contract for another two (2) years at its discretion. The rates for the 2 years extension period cannot be more than 20% of the rates quoted by the bidder as per Annexure-3.	Can you please provide information on the ongoing projects and those scheduled to commence within the next 12 months? Kindly share comprehensive details on the status and timelines of these projects.	Bidder to comply with RFP terms & conditions.		
14	11	7. Requirement Details	purchase order by the Bank. Bidder is required to provide a TCO for 4 years (contract period). Bank	Can you please provide details on the current service desk tool being used, as well as the processes for logging incidents? Please include comprehensive information on the tools and procedures employed for incident management.	SOLMAN (Solution Manager) tool is currently being used. Further details will be shared with the selected bidder.		
15	11	7. Requirement Details	would be Four (4) years from the date of the issue of purchase order by the Bank. Bidder is required to	Do you have any plans for system upgrades or version upgrades in the next 2-3 years? Please provide comprehensive information on any planned upgrades or updates to the systems being used.	Bidder to comply with RFP terms & conditions.		



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SI. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Banks Reply
16	11	7. Requirement Details	Tenure of the Contract: The tenure of the contract would be Four (4) years from the date of the issue of purchase order by the Bank. Bidder is required to provide a TCO for 4 years (contract period). Bank can further extend the contract for another two (2) years at its discretion. The rates for the 2 years extension period cannot be more than 20% of the rates quoted by the bidder as per Annexure-3.	Is it safe to assume that the project transition timeline of 2 month will be included as part of the overall project duration?	Overall contract period includes transition period also.
17		24. Penalties/Liquidated Damages:	Hours (Including Response Time & Resolution time)	Bidder proposes to amend the clause as below: In case of any break down/ malfunctioning of portal/R3 issues of HRMS Application due to patch download/upload or for any reason for more than 4 Hours (Including Response Time & Resolution time) on Bank"s Working days, penalty will be imposed at 1%-0.5% of ATS Amount payable per quarter for each hour or part thereof beyond 4 Hours.	Bidder to comply with RFP terms & conditions.
18	1	24. Penalties/Liquidated Damages:	24.3 The maximum penalties on account of all the above instances for each year will be 10 % of the yearly total project cost.	Bidder proposes to amend the clause as below: The maximum penalties on account of all the above instances for each year will be 10 % 5% of the yearly total project cost	Bidder to comply with RFP terms & conditions.
19	25	38. Security Deposit / Performance Bank Guarantee	38.1 The successful bidder should submit a Security Deposit / Performance Guarantee for 3% or as per the prevailing percentage advised by regulatory authorities as on date of issuance of Purchase Order on total value of the contract Exclusive of Taxes within 15 days from the date of acceptance of the Order.	Bidder proposes BG to be issued at 3% of the Annual Contract Value to be renewed every anniversary on the subsequent annual contract value	Bidder to comply with RFP terms & conditions.



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20	26	41. Payment Terms:	If the resource has worked for all the working days in the month, one month payment will be paid. If resource worked for less than actual number of working days in the month, then payments for such number of days will be deducted from the monthly payment amount by arriving at per day cost for the month by dividing per month cost by the number of days in that month. The actual number of working days in a month will be considered by excluding Banks Weekly off holidays + Common Public holidays of both the Banks.	Can you please provide the number of days within a week that are considered as working days?	Bidder to comply with RFP terms & conditions.	
21	26	38. Security Deposit / Performance Bank Guarantee	38.7 The Bank shall invoke the Bank Guarantee before the expiry of validity, if Scope of work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank Guarantee	Bank Guarantee can be invoked only for material breach. Bidder proposes 30 days cure period before invoking PBG.	Bidder to comply with RFP terms & conditions.	
22	26	41. Payment Terms:	41.2 Payment shall be released within 30 days of submission of undisputed invoices and relevant documents as per RFP terms.	Bidder proposes following terms: i. All undisputed invoices to be paid within 30 days from the date of invoice ii. Any delay in payment of undisputed invoices will attract interest for late payment @ 1% per month iii. Bidder has rights to terminate or suspend the services in case of non-payment of undisputed invoice	Bidder to comply with RFP terms & conditions.	
23	26	41. Payment Terms:	41.3 Resource Cost will be released quarterly in arrears.	Bidder proposes payment of resource cost Quarterly in Advance	Bidder to comply with RFP terms & conditions.	
24	26	41. Payment Terms:	41.5 ATS cost will be released quarterly in arrears.	Bidder proposes payment of ATS cost Yearly in Advance	Bidder to comply with RFP terms & conditions.	



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SI. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Banks Reply		
25	27	43. Order Cancellation / Termination of Contract	43.1 The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract.	Bank shall provide written notice of atleast 90 days to Contractor in case termination for convenience by bank. Bidder shall have mutual right of termination for convenience by providing 90 days notice period.	Bidder to comply with RFP terms & conditions.		
26	27	43. Order Cancellation / Termination of Contract	43.5 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months" notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits and at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.	Before invoking Risk purchase clause, Bank should provide 60 days notice period to bidder. Further the incremental cost for bidder should be restricted to 10% of the cost of undelivered services.	Bidder to comply with RFP terms & conditions.		
27		43. Order Cancellation / Termination of Contract	43.7 In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee given by the selected bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.	Bank Guarantee can be invoked only for material breach. Bidder proposes 30 days cure period before invoking PBG.	Bidder to comply with RFP terms & conditions.		



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SI. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Banks Reply
28	28	45	E. General Conditions 45. Intellectual Property Rights 45.1 Bidder warrants that the inputs provided shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third-party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.	E. General Conditions 45. Intellectual Property Rights 45.1 All pre-existing "Intellectual Property Rights" or "IP" (means all materials, copyrights, patents, trademarks, know-how, methodologies, processes, techniques, tools, forms, templates, software, inventions, discoveries, service marks, design rights, trade secrets (whether registered or unregistered) and all other similar intellectual proprietary rights) shall belong to the Party or third party that owned such rights prior to this Agreement. All modifications, enhancements and derivative works on such pre-existing "Intellectual Property Rights" shall belong to that Party or third party that owned such pre-existing Intellectual Property Rights. (hereinafter referred to as "Pre-Existing IP"). All IP developed or customized by Bidder, its affiliates, subcontractor(s) or third parties, in connection with this Agreement, including deliverable developed for Employer and/or jointly with Employer except for Pre-Existing IP shall be owned by Bidder. Bidder grants to Employer a limited, non-exclusive, non-transferable, worldwide, royalty	Bidder to comply with RFP terms & conditions.
29	28	45.2	45.2 In the event that the deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables;	45.2 In the event that the deliverables become the subject of claim of violation or infringement of a <i>third-party Bidder</i> 's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables;	Bidder to comply with RFP terms & conditions.



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30	29	45.2	the state of the s	However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the Bank to use the proposed solution.	Bidder to comply with RFP terms & conditions.		
31	29-30	47.1	47.1 The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities(including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of: a) The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder. b) Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;	47. Indemnity 47.1 The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities(including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of: a) The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder. b) Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements to the extent applicable to the services relating to its business by the bidder;	Bidder to comply with RFP terms & conditions.		



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32	30	47.2	47.2 The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of solution supplied by them. a) All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities. b) The limits specified in the above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.	47.2 The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from third party Intellectual Property Rights infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of solution supplied by them. a) All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities. b) The limits specified in the above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death incurred as a result of the Bidder's gross negligence and in these cases the liability will be unlimited. Any deliverable supplied as may be applicable in terms of this Agreeemnt will perform substantially in accordance with its published specifications. If during the warranty period, anydeliverable supplied does not perform in accordance with the SOW, Bidder's sole obligation will be to repair or replace the same in accordance with the stated	Bidder to comply with RFP terms & conditions.		



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33	30	47.3	47.3 Bidder"s aggregate liability shall be subject to	47.3 Bidder"s aggregate liability <u>(including indemnities)</u> for all losses and damages, whether <u>under the Contract, in tort or otherwise</u> shall be subject to an overall limit of the total <u>amount paid</u> to the Bidder by Bank under this Agreement during the 12 months prior to the claim date that gives rise to such liability <u>Cost of the project</u> . The Bidder shall not be liable to the Bank, whether in contract, tort, or otherwise, for any exemplary, punitive, special, indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, loss of anticipated savings, loss of goodwill, downtime costs, business interruption.	Bidder to comply with RFP terms & conditions.
34	39	Table 6: Eligibility Criteria Sr. No. 4	an overall limit of the total Cost of the project. The Bidder Company should have an experience in Implementation of SAP HRMS in any of the BFSI /PSU /Govt Sector/IT/ITES Organizations in India during the period commencing from 01.04.2018 to till date of bid submission.	Kindly amend the clause as: The Bidder / Consortium partner Company should have an experience in Implementation of SAP HRMS in any of the BFSI /PSU /Govt Sector/IT/ITES Organizations in India during the period commencing from 01.04.2018 to till date of bid submission.	Bidder to comply with RFP terms & conditions.
35	39	Table 6: Eligibility Criteria Sr. No. 5	The Bidder Company should have an experience in Maintenance of SAP HRMS & currently running in any of the BFSI/PSU/Govt Sector /IT/ITES Organizations in India having minimum of 10,000 employees during the period commencing from 01.04.2020 to till date of bid submission.	Kindly amend the clause as: The Bidder / Consortium partner Company should have an experience in Maintenance of SAP HRMS & currently running in any of the BFSI/PSU/Govt Sector /IT/ITES Organizations in India having minimum of 10,000 employees during the period commencing from 01.04.2020 to till date of bid submission.	Bidder to comply with RFP terms & conditions.



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36	39	Annexure-1 Eligibility Criteria > Table 6: Eligibility Criteria > Point Number 06	The Bidder should be authorized service provider of SAP and should support during the contract period.	We would request you to remove this clause, as there are central governemnt, PSU will not mandate for SAP Authorized Partner and also this clause restirct many bidders to participate in this RFP, for your ready refrence enclosed one of the Central Government PSU RFP.	Bidder to comply with RFP terms & conditions.		
37	39	Table 6: Eligibility Criteria Sr. No. 6	The Bidder should be authorized service provider of SAP and should support during the contract period.	Kindly amend the clause as: The Bidder / Consortium partner should be authorized service provider of SAP and should support during the contract period.	Bidder to comply with RFP terms & conditions.		
38	41	Annexure-1 Eligibility Criteria	The Bidder Company should have an experience in Implementation of SAP HRMS in any of the BFSI/PSU/Govt Sector/IT/ITES Organizations in India during the period commencing from 01.04.2018 to till date of bid submission.	Request you to kindly consider the following changes in the criteria "The Bidder Company should have an experience in Successfully Implementing SAP HRMS solution in any of the BFSI/PSU/Govt Sector/IT/ITES Organizations in India".	Bidder to comply with RFP terms & conditions.		
39	42	Scope of Work:	The selected bidder shall be responsible for managing integration of SAP servers with mail server (Microsoft office 365) and SMS server. Also, the bidder has to manage the existing system of posting of financial transaction pertaining to employees in CBS.	Can you please clarify who will be responsible for managing the MS Office 365 and SMS servers?	Please note that Bank is managing MS Office 365 and SMS Servers.		
40	42	Scope of Work:	The selected bidder shall be responsible for managing integration of SAP servers with mail server (Microsoft office 365) and SMS server. Also, the bidder has to manage the existing system of posting of financial transaction pertaining to employees in CBS.	Can you please provide information on which financial system is currently in place for managing financial entries, including payroll postings?	Presently Bank is using Finacle CBS.		
41	42	Scope of Work:	Bidder shall provide and implement patches/ updates for software / middleware, etc. as and when released by the OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.	Who will be responsible for conducting impact analysis in relation to SAP's new patches or SNOTE (SAP Note) updates?	Selected Bidder is responsible for conducting impact analysis in relation to SAP's new patches or SNOTE (SAP Note) updates.		

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SI. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Banks Reply				
42	42	Scope of Work:	Bidder shall provide and implement patches/ updates for software / middleware, etc. as and when released by the OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.	Can you please provide details on the middleware applications that are currently implemented and how many interfaces are connected to SAP ECC?	Details will be shared with the selected bidder.				
43	42	Annexure-2 Scope of Work	The selected bidder shall be responsible for managing integration of SAP servers with mail server (Microsoft office 365) and SMS server. Also, the bidder has to manage the existing system of posting of financial transaction pertaining to employees in CBS.	We assume there are necessary existing interfaces available. Kindly confirm	Yes. Existing interfaces are available.				
44	43	Annexure-2 Scope of Work	The bidder shall perform configuration and installation / re-installation if required on existing / new hardware without any cost in consultation with the Bank	Kindly share your current infra end of life and support end of life period. We asume that this will be lift and shift without version upgrade and only 1 such upgrade during mentioned contract duration.	Bidder to comply with RFP terms & conditions.				
45		Annexure-4 Resource Experience Details	The resources are required to be seated in Bank's Premises at Bengaluru, and should follow holiday calendar common to both Karnataka Gramin Bank & Kerala Gramin Banks during the term of the HRMS Agreement. For Example even if any one of the Bank is working resource should be present to provide the service. The resources would be required to work from 10 AM to 6 PM.	Can you please provide information on the expected timeframe for deploying additional resources at KaGB locations for project work?	Please refer Page No.48 of RFP for further details.				
46	51	Annexure - 7 - List of Modules/Services already available in the existing SAP-HRMS	The bidder shall perform configuration and installation / re-installation if required on existing / new hardware without any cost in consultation with the Bank.	Can you please confirm if hardware and network management are included in the scope of work for the Bidder, and if these tasks will be supported from the Bangalore location? Please confirm?	Hardware & network maintenance at DC/DRC of SAP-HRMS Application is being maintained by Bank.				



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47	51	Annexure - 7 - List of Modules/Services already available in the existing SAP-HRMS	The selected bidder is responsible for Data Centre (DC)-Disaster Recovery Centre (DRC) daily log shipping and ensuring conducting of DR drill as and when decided by the Bank team.	Can you please provide the total number of servers located in the DC and DRC, as well as the frequency of the Disaster Recovery (DR) drill?	Details will be shared with the selected bidder.				
48	51	Annexure-7 List of Modules/Services already available in the existing SAP-HRMS	Attendance Marking.	For Attendance marking, does employee use tracking machine or enter through Time sheet. Is Positive Time Schema enabled in system.	Details will be shared with the selected bidder.				
49	51	Annexure-7 List of Modules/Services already available in the existing SAP-HRMS	Key handover/Second key allowance Claim module	Please brief, Key handover/Second key allowance Claim module functionality	Details will be shared with the selected bidder.				
50	200 100	Annexure-7 List of Modules/Services already available in the existing SAP-HRMS	Handing over/ Taking Over Charge.	Is this a customized process within SAP HCM	Yes it is Customized process within SAP.				
51	51	Annexure - 7 - List of Modules/Services already available in the existing SAP-HRMS	Business Intelligence Reports.	Can you please provide information on the number of active reports that need to be managed, as well as the business intelligence (BI) applications that are currently implemented?	Details will be shared with the selected bidder.				
52			 Basic FI module for posting the salary transactions/PF Trust Accounting entries/Balance sheet/P and L generation. 	We understand that only the following functions (Basic FI module for posting the salary transactions/PF Trust Accounting entries/Balance sheet/P and L generation.) are currently active in the finance modules, and no other functions are enabled.	Yes your understanding is correct.				

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