Corrigendum-2 to GeM Bid ref no. GEM/2023/B/4373672 dated 20/12/2023 Selection of Consultant for assisting Bank in adoption of New Standardized Approach for calculation of Operational Risk Capital as per RBI latest guidelines on BASEL III.

It is decided to amend the following in respect of the above GeM bid:

a. GeM bid document (Bid End Date / Bid Opening Date, Page no. 1):

Description	Existing details	Amended dețails	
Bid End Date/Time	12/01/2024, 15:00:00	17/01/2024, 15:00:00	
Bid Opening Date/Time	12/01/2024, 15:30:00	17/01/2024, 15:30:00	

b. GeM bid document:

S	il. No.	Section/ Annexure / Appendix of the GeM bid	Clause No.	Existing	Amended
	1.	Buyer Added Bid Specific Terms and Conditions 7. Buyer Added Bid Specific ATC	Section B - Introductio n 7-Scope of Work	7.2 Bank reserves the right to modify the scope due to change in regulatory instructions, market scenario and internal requirement within the overall objective of Consultancy Services in the process of onboarding of vendor for providing Contact Centre Services in the Bank.	7.2Bank reserves the right to modify the scope during the RFP process due to change in regulatory instructions, market scenario and internal requirement within the overall objective of Selection Of Consultant For Assisting Bank In Adoption Of New Standardized Approach For Calculation Of Operational Risk Capital (As Per RBI Latest Guidelines On Basel Iii).
	2.	Buyer Added Bid Specific Terms and Conditions 7. Buyer Added Bid Specific ATC	Section C - Deliverable and Service Level Agreements 2. Penalties/ Liquidated Damages	Existing clause Penalties/ Liquidated Damages	The amended Penalties/Liquidated Damages is attached to this corrigendum as Amended Section C - Deliverable and Service Level Agreements

3.	Buyer Added Bid Specific Terms and Conditions 7. Buyer Added Bid Specific ATC ATC	GENERAL	Existing clause Indemnity	The amended Indemnity is attached to this corrigendum as Amended Section G - General Conditions

All the other instructions and terms & conditions of the above GeM bid shall remain unchanged.

Please take note of the above amendments while submitting your response to the subject GeM bid.

Date: 06/01/2024 Place: Bengaluru

Deputy General Manager



SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS

2. Penalties/Liquidated Damages

2.1. Penalties/Liquidated damages for Kick-off Session, Gap analysis and report submission:

The Bank will impose liquidated damages of 0.50% of the total contract value per week or part thereof, for delay in not adhering to the time schedules for commitments under Clause 1.4.

2.2. Penalties/Liquidated damages for Data Analysis, Creation of Bank specific template and report submission:

The Bank will impose liquidated damages of 0.50% of the total contract value per week or part thereof, for delay in not adhering to the time schedules for commitments under Clause 1.4.

2.3. Penalties/Liquidated damages for Implementation:

> The Bank will impose liquidated damages of 0.50% of the total contract value per week or part thereof, for delay in not adhering to the time schedules for commitments under Clause 1.4.

- 2.4. However, the total Penalty/LD to be recovered under above clause 2.1, 2.2 and 2.3 shall be restricted to 10% of the total cost mentioned in Table-A of Annexure-15.
- 2.5. The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 2.6. If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 2.7. If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty/ Liquidated Damage for nonperformance.
- 2.8. Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.
- 2.9. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions attributable to the staff of the selected bidder.
- 2.10. The liquidated damages shall be deducted/ recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Performance Security or otherwise from the selected bidder or from any other amount payable to the selected bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- **2.11.** All the above LDs are independent of each other and are applicable separately and concurrently.





2.12. LD is not applicable for the reasons attributable to the Bank and Force Majeure. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and bank's official that the delay is attributed to the Bank and Force Majeure at the time of requesting payment.





SECTION G - GENERAL CONDITIONS

13. INDEMNITY:

- 13.1. 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:
 - 13.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
 - 13.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- 13.2. 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 service provided by them.
- 13.3. All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.
- 13.4. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.



	Pre-Bid Queries						
	c	јем Bid Ref No. Gi	EM/2023/B/4373672 dated 20	1/12/2023 - Selection of Consultant for assisting Bank in adoption of No.	ew Standardized Approach for calculation of Operational Risk Capital as per	RBI latest guidelines on BASEL III	
Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply	
1	61	Annexure 9	Scope of Work	Evaluation of the Bank's existing policies and processes and frame detailed SOP to enable Bank to comply with Master Direction of RBI on Capital Calculation of Operational Risk.	We understand that the review of the policies/processes and development of SOPs/policy guidelines are limited to the Master Direction of RBI on Capital Computation of Op Risk. Bank to confirm our understanding.	Yes, we confirm	
2	61	Annexure 9	Scope of Work	5. Assist in automating the process of data collection from various sources and collating them for the purpose of calculation.	We understand that the requirement is to assist the Bank in collating the various data sources required for the Op Risk capital while the Bank undertakes the automation process. The consultant is not expected to do the following: a) Development of BRD b) Programming/coding c) Act as PMO for implementation of any solution d) Perform UAT Please confirm our understanding.	Yes, we confirm	
3	61	Annexure 9	Scope of Work	6. Proper accounting of recovery and its management within 10-year time window.	We understand that the consultant is required to review the accounting mechanism in place for recovery and its management based on sample testing during the 10-year time window. Bank to confirm our understanding.	Consultant need to conduct the gap analysis and ways to plug the gap	
4	61	Annexure 9	Scope of Work	8. Process to effectively analyse, handle and store the Loss Data including historical loss data 17. Inclusion of loss data of subsidiaries and procedure to maintain them	a) Bank to provide clarification on the system that the Bank has implemented for loss data management at the Bank's level and at the subsidiaries' level. b) How does the Bank consolidate the loss data of the subsidiaries? c) How many years loss data do the subsidiaries have?	Currently, loss data of the Bank is maintained with ORMD, RM Wing. The incidnets punched in the IMM package and through canarites app are maintained along with the consolidation of loss data from other wings. The data is maintained in excel file at present with the details of business line and loss event type. The database will be migrated to upgraded SAS package shortly. Currently, the loss data will of the subsidiaries are not being maintained at Bank as a whole level For loss data regarding the subsidiaries details to be given by A&S Wing	
5	61Æ62	Annexure 9	Scope of Work	14. Assisting in recording of operational losses emanating from the outsourced activities 23. Draw a detailed roadmap for collecting the Loss Data from the outsourced vendors and subsidiaries	Need clarification on the current process followed fir tracking and recording the losses emanating from the outsourced activities	Currently, the Bank is only maintaining the data for the loss suffered by the Bank due to outsourced activity.	
6	62	Annexure 9	Scope of Work	26. Reviewing OR loss GLs and its tagging with the loss event types 26. Review OR loss GL and reconciliation with incident reported	a) How many GLs are there specific to OR Losses? b) We understand that the reconciliation of losses in the GL with the incident reported is to be conducted on sample basis (where sampling methodology can be mutually discussed and agreed upon). Please confirm our understanding	At present, 7 GLs have been identified specific to OR Losses. Yes, sampling has to be conducted and further a study to be conducted for what other GLs should be brought under the purview	
7	Page 18	Annexure 9	Scope of Work	Mapping of OR loss data with L1, L2 and L3 Category	We understand that the Bank already has the mapping of loss data with L1, L2 and L3 category. Is this specific requirement for the subsidiaries?	Yes	



Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
8	12	Section C- Deliverable and Service Level Agreements	1.Project Timelines	1.4. The time of completion shall, be vital to the Contract. The successful bidder shall complete the assignment as per the indicative timelines stipulated in the table	We understand that the requirement is to assist the Bank in collating the various data sources required for the Op Risk capital while the Bank undertakes the automation process. The consultant is not expected to do the following: a) Development of BRD b) Programming/coding c) Act as PMO for implementation of any solution d) Perform UAT Please confirm our understanding.	Yes, we confirm
9	Point 1.4	Section C- Deliverable and Service Level Agreements	1.Project Timelines	1.4. The time of completion shall be vital to the Contract. The successful bidder shall complete the assignment as per the indicative timelines stipulated in the table Post Implementation Follow Up and Impact Assessment	Please provide the clarification what is meant by assessing the impact on financial statements. We understand due to new approach the process of capital for OR will undergo a change and resulting into increase or decrease in capital requirement due to BI and ILM.	Yes, the same only to be assessed
10	17	Section C- Deliverable and Service Level Agreements	4. Scope involved during Contract period	Scope involved during Contract period	We understand that there is no software solution to be provided by the consultant in the present scope of work. Bank to confirm our understanding.	Yes,we confirm
11	64	Annexure-10	Technical Evaluation Criteria	S.No.4 The Bidder should have experience in assisting for Calculating Operational Risk Capital in new Standardized Approach (As Per the RBI Guidelines-Basel III) / Similar Consultancy Services in any Govt. organization/ Scheduled Commercial Bank in India.	Given that Banks in India are in the process of implementation of the new standardized approach. We request the Bank to consider Basel implementation/review or similar experience instead.	Yes, the same can be considered under similar consultancy services
12	61	Annexure 9	Scope of Work	19. Assist in computation of gross loss, net loss, and recovery of the OR Loss Data	Is there any current process for recoveries reporting (Insurance/ Non Insurance)	At present, there is no maintenance of recovery in consolidation with the Loss data of the Bank
13	61	Annexure 9	Scope of Work	19. Assist in computation of gross loss, net loss, and recovery of the OR Loss Data	Request clarification that the Bank have historical data of recoveries (Insurance / Non Insurance)	Not present at consoldated level for Bank as a whole
14	61	Annexure 9	Scope of Work	3. Assist Bank in Calculation of the BI Components and ILM for the Bank (standalone and consolidated basis including subsidiaries)	Please confirm if the Bank has historical loss data for acquired entities (Syndicate Bank) of last 10 years along with mapping to loss type	Bank has the loss data E-syndicate but at the L1 level classification only
15	61	Annexure 9	Scope of Work	3. Assist Bank in Calculation of the BI Components and ILM for the Bank (standalone and consolidated basis including subsidiaries)	Please confirm the minimum threshold set by the Bank for including in loss data set	It will be as per the Master Direction of the RBI on minimum capital requirement as per New Standardised Approach
16	27	Section E	System Requirement	4. Bidders Presentation /Site Visits / Product Demonstration/POC (If required)	We believe that the Bank has the capital engine for computing the RWA under Basel III and the new approach on Operational Risk will be implemented in the same system. Vendor is not required to come with the separate solution. Please confirm our understanding	Yes, we confirm
17	NA	GA	General	GA	Regarding quality of loss events, does Bank have any defined criteria or approaches suggested by vendor will be reviewed and adopted by Bank?	The Bank does not have any such criteria at present the approach has to be developed from the scratch
18		Section 7.3	General		What will be the quantum or type of changes as RBI regulation is already circulated.	The changes will be according to Master Direction of
19	NA NA	GA	General	GA	All Business Indicator(BI) parameters available or Bank is expecting vendor support to identify the same.	Some parameters are needed to be identified by the vendor
20	∡ NA	GA	General	GA	is loss database available in any system along with all Basel related mappings.	Loss database avaialable in excel worksheet with Level 1 classification
21		Section 4.4	General		Is subsidiary data available in same format as HO and other business units.	At present, no consolidation is being done at a Bank as a whole
22	10	SECTION B -	7 Scope of Work	7.2. Bank reserves the right to modify the scope due to change in regulatory instructions, market scenario and internal requirement within the overall objective of Consultancy Services in the process of on-boarding of vendor for providing Contact Centre Services in the Bank	Kindly provide clarification on the expecttaion from consultant on this point	The consultant must be flexible to include the modifications, if any, comes from the regulator

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il. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
23	11	SECTION B INTRODUCTION	7.4.Project Completion and Management	7.1.1.For smooth completion of project, the selected bidder should identify one or two of its representatives at Bengaluru as a single point of contact for the Bank	Please confirm, if all the consultants working on this assignement, needs to be mandatorily working from Bangalore head office or there is a scope for Remote working. Also, please confirm if this clause needs to be mandatorily complied with, if Remote Working will be allowed	Bidder to ensure the smooth completion of project. One or two of its representatives should be present ensite at Bengaluru as a single point of contact for the Bank.
24	12	Section C- Deliverable and Service Level Agreements	Phase - 3- Data Analysis, Creation of Bank specific template and report submission	Phase - 3- Data Analysis, Creation of Bank specific template and report submission Review of existing processes and procedures and redesigning them according to the Bank's requirement in as in order to RBI's master policy, specifically to meet the 10 years high quality internal loss data requirements and certain other data points w.r.t Balance sheet/ P&L ltems.	Since Phase 4 already covers system implementation, what is the expectation on Creation of Bank Specific template in Phase 3, as there is no detailed description on the same in the clause	The template in question refers to the OR Loss data maintenance template
25	13	Section C- Deliverable and Service Level Agreements	Phase - 4- Implementation	Implementation Implementing Calculation of Operational Risk Capital in new Standardized Approach (As Per the RBI Guidelines-Basel III) of the Bank along with automation of the data extraction from all the data points in order to automate the capital calculation process through our SAS package or any other package	Please clarify on the following: - Data required for Data analysis to compute ops risk capital requirement will be extracted from source system by the bank or consultant will be required to extract the data from source systems - If consultant is expected, which are the Core banking systems, other applicable systems and underlying databases and connection methods / ETL tools that are available with the bank ? - What are the current data analysis tools available with the bank which can be leveraged for the ops risk capital requirement computation ? - Is there any expectation around automation of computation as part of the project or only one time computation is required to be done - If automation is expected, please provide banks IT policy for implementation of data analysis systems / solutions in the bank	We are in the process of upgrading our risk management software to SAS GCM package. The capital computation is also to take place in the sam package. The data flow will be made available in the package
26	13	Section C- Deliverable and Service Level Agreements	Phase -5- Post Implementation Follow Up and Impact Assessment	Post Implementation Follow Up and Impact Assessment Follow Up after implementation and Assessment and reporting of the Impact of the Implementation of the New Standardized Approach on Banks Financial Statements.	Please elaborate what is exact expectation from the consultant during this phase	The consultant will have to assist in presenting the change in OR capital when shifting to the new aproach
27	14	Section C- Deliverable and Service Level Agreements	2.Penalties/Liquidated Damages	2.6.if any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. 2.7.If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty/ Liquidated Damage for non-performance. 2.8.Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill. 2.9.Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions attributable to the staff of the selected bidder.		Penalties under this clauses is not limited to contravalue. Which may be equal to the cost it incurs or the loss it suffers for such failures.
28	,16	Section C- Deliverable and Service Level Agreements	3.Payment Terms	3.5.No special pay, allowance or freight expenses will be paid by the Bank except fees to the Consultant. The Consultant shall bear all the expenses	Kindly confirm, in case if any travel expenses are involved which may inlude flight & hotel expenses, for discussions related to the assignment, whether the same will be reimbursed	No special pay/allowance/ freight expenses wat paid by the Bank

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Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
29	17	Section C- Deliverable and Service Level Agreements	4.Scope involved during Contract period	During the period of contract, the selected bidder shall perform the following: 4.1.The selected bidder should inform Bank about all release/version change of patches/ upgrades/ updates of software/ OS/ middleware etc. as and when released by the selected bidder/OSD, if applicable to the project. 4.2.If any software, license updates provided by the OSD as free of cost, it should be provided and installed & configured by the selected bidder free of cost to the Bank during Contract Period. 4.3.Any corruption in the software/License/media shall be rectified during the full period of the contract, at no extra cost to the Bank. 4.4.The selected bidder shall make availability of spare parts/services, components etc., free of cost as and when required, and complete maintenance of the hardware/software/solution during Contract Period. 4.5.The support shall be given in person/email/fax/tele/remote access. 4.6.Only licensed copies of software shall be supplied. Further, all software supplied shall be of latest version. 4.7.The selected bidder shall provide centralized complaint booking/lodging facility to the bank and the dash board shall be provided to the Bank. The method of booking complaints shall be Email, Toll-free no, on line portal, web, etc.	Please explain relevance of these clauses with respect to expectations from this contract	Clause stands deleted
30	17	Section C- Deliverable and Service Level Agreements	5.Documents, Standard Operating Procedures and Manuals	5.2. Provide comprehensive documentation of the application including but not limited to, the application architecture, description of the interfaces, the data model, database table structure, data flow diagrams, complete description of the data elements (metadata), user manual for all stakeholders (marketing team, operations teams) with step-by-step process and workflow with screenshots and any such requirements of the bank	Please confirm, what is the exact expectation from the consultant in this relation	Cluase stands Deleted
31	24	SECTION D - BID PROCESS	12.Bid Opening:	12.1.The Technical Proposal shall be opened online, on the Date & Time specified in the GeM Bid Schedule. 12.2.The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bids will be opened on the next working. 12.3.The Technical Proposal submitted by the bidder will be evaluated based on the documents submitted as per Appendix-A. The Commercial Proposal of only those bidders who qualified in Technical Proposal will be opened by the bank. 12.4.The Commercial Bid of only those bidders who are qualified in Technical Proposal will be opened for further evaluation.	GeM Bid schedule only mentions Bid Opening date. Request if clarity can be provided on what will be the different dates for Technical Proposal Opening & Commercial Proposal opening	Bidder to refer GeM portal for any updates.
32	30	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	10.Performance Security	10.1.The successful bidder should submit a Security Deposit / Performance Bank Guarantee equivalent to 10% of the Total Cost of Ownership (TCO) value as specified in Bid Schedule within 15 days from the date of acceptance of the Purchase Order.	Please confirm, if the EMD submitted at the time of bid will be adjusted against this security deposit or EMD & Security Deposit are two independent requirements	No, Bidder has to submit the EMD & Security Deposit seperatly

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Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
33	51	Annexure-2	Pre-Qualification Criteria	S.No. 1 The bidder should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020. Certificate of local content to be submitted as per Annexure-5.	Request if you can elaborate a bit more on the expectations with respect to this requirement	We request you to refer MII guidelines issued by Govt Of India for further clarifications.
34	58	Annexure-6	form the team for the	Nature of implementation of the subject RFP Brief Details of the implementation of subject RFP and the Organization where assignment was undertaken	Since this a clause related to details of persons from the team which will be furnished in the format mentioned in the annexure, please clarify what are additional details required to be filled in the table mentioned in the annexure	Bidder to comply with RFP terms and conditions.
35	61	Annexure 9	Scope of Work	18.Mapping of the OR Loss data with Level 1, Level 2 and Level 3 category.	Please confirm whether expectation from the consultant is to assist in provide recommendation in this regard and consultant is not expected to perform the mapping themselves	Consultant will do the mapping
36	61	Annexure 9	Scope of Work	20.Preparation of OR Loss format	Please confirm if the bank already has OR loss format in place	Yes
37	61	Annexure 9	Scope of Work	22.Conduct a thorough review of the existing policies and framework of capital calculation and loss data framework and perform the GAP Analysis for the same	Please share names/ list of exisiting policies and framework documents which are expected to be reviewed as part of the scope	ORM Policy and Loss Data Management Framework under ORM Policy
38	62	Annexure 9	Scope of Work	27.Review OR loss GL and reconciliation with incident reported	Please confirm if there is already a process in place for such reconciliation	No
39	63	Annexure-10	Technical Evaluation Criteria	S.No.1 The Bidder should have Experience in Risk Management Consultancy Services Reference Letter/ Mail confirmation to be submitted from the clients with the name of the module(s) implemented and go live date. Or PO along with Satisfactory Work completion/undertaken letter from the client or invoice.	Please confirm if copy of engagement letter or PO would suffice for this requirement since the remaining details may or may not be available as data is requested for more than 15 years	RFP clause is self explanatory. Bidders to comply with RFP terms and conditions
40	63	Annexure-10	Technical Evaluation Criteria	S.No.4 The Bidder should have experience in assisting for Calculating Operational Risk Capital in new Standardized Approach (As Per the RBI Guidelines-Basel III) / Similar Consultancy Services in any Govt. organization/ Scheduled Commercial Bank in India. Reference Letter/ Mail confirmation to be submitted from the clients with the name of the module(s) implemented and go live date.	Since the requirement for calculation Operational Risk Capital in new standardized approach is a very recent requirement, please confirm if consulting services provided in relation to other aspects of operational risk review such RCSA or Third Party risk management etc. would also qualify for this requirement Also, please confirm if copy of engagement letter or PO would suffice for this requirement	RFP clause is self explanatory. Bidders to comply with RFP terms and conditions

Date:06/01/2024 Place:Bengaluru

