

MUDRA RFP for Comprehensive Risk Framework - Reply to Prebid Queries.

S.No.	Query raised	Reply of MUDRA
1	Does MUDRA carry out an ICAAP exercise as per SIDBI practice?	At Present MUDRA is not carrying out an ICAAP exercise.
2	Does MUDRA expect web-based systems for items other than Credit Risk – Internal Rating Systems? i.e. web-based solution for operational risk management?	If web based system is available with bidder then it may be preferred.
3	Is IND AS 109 – Impairment methodology assessment part of the scope? Does MUDRA already have a framework in place?	IND AS - is under preparation & applicable to MUDRA as per RBI guideline. Hence any guidance from RBI will be implemented in MUDRA.
4	<p>1) NDA draft-</p> <p>CRIS comments -The NDA draft shared by MUDRA in the RFP does not have the clause on limitation of liability(LoL), hence we request MUDRA to add the below mentioned standard limitation of liability clause which is mentioned below.</p> <p>Neither party is liable for any indirect or consequential losses or damages or any loss of business, profit, goodwill or other economic loss, even if advised of the possibility of such damages and regardless of whether such liability is based in contract, tort (including but not limited to negligence) and strict liability or any other theory of legal liability. Without limiting the foregoing, under no circumstances will the aggregate liability of party exceed the proposed fees for the Business Purpose proposed INR_____.</p> <p>ii) As the bidder we have to abide by confidentiality obligations for perpetuity.-</p> <p>CRIS comments - This is not acceptable considering the practical difficulty that can be faced for abiding by such confidentiality obligations for perpetuity.</p> <p>iii) The standard exceptions of NDA as per the clauses mentioned in the RFP are not present.</p> <p>CRIS comments- We request you to please add below clauses as present in our draft.</p>	<p>NDA draft shared is as per the Standard format of SIDBI/MUDRA. Any additional clauses required may be discussed at the time of signing of contract.</p>

The obligations of confidentiality in this Agreement do not apply to information which:

- 1.1 is in the public domain at the time of disclosure to the Receiving Party or which later comes into the public domain through no breach of this Agreement by the Receiving Party;
- 1.2 the Receiving Party can show has come into its possession independent of its disclosure by the Disclosing Party;
- 1.3 is lawfully disclosed to the Receiving Party by a third party without confidentiality obligations;
- 1.4 is independently developed by or known to it without reference to the Confidential Information;
- 1.5 the Disclosing Party has approved for disclosure or release; or
- 1.6 is required to be disclosed by the Receiving Party in order to comply with law, regulation or order or requirement of an Authority (***Binding Disclosure***), provided that unless the Receiving Party is precluded from notifying the Disclosing Party about the requirement of a Binding Disclosure (in the opinion of the Receiving Party's legal counsel), the Receiving Party will give the Disclosing Party as much prior written notice as is practicable under the circumstances to enable the Disclosing Party to seek protective orders where feasible. To the extent that the Receiving Party is precluded from notifying the Disclosing Party or the Disclosing Party is unable to obtain legally binding waiver from Binding Disclosure in time for the Receiving Party to comply with the obligations as to Binding Disclosure, the confidentiality obligations set out in this Agreement shall be waived.