

Sr. No.	Bidder	Page	Point / Section	Clarification point as stated in the tender document	Comment / Suggestion / Deviation	Bank's Response
1.	BCG	24 of RFP	Technical Evaluation	Experience Criteria	We have signed confidentiality agreements with our clients that limit our ability to disclose their names & the contracts / work orders with them. While we are happy to disclose the same where we are legally permitted to, we request you to accept the certificate with a brief description of our client (without disclosing their names), the nature of services we performed for them, the duration of the project and a tentative contract value duly attested by CA.	Vendor can request their client to provide experience Certificate on their letter head mentioning the years of service they are getting from their vendor with their experience, this is very common clause and vendor has to submit the certificate
2.	BCG	33 of RFP	6.3.3.4 – Others	In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services or is limited to 10% on the total purchase order value whichever is higher	In case of any such scenario, the Bank will be paying the Consultant only for the services that are rendered. For claiming any excess amount spent, such issues should be dealt as per the dispute resolution mechanism.	RFP terms to be followed.
3.	BCG	33 of RFP	6.3.3.6 – Others	The bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.	We request you to please specify the kind of assistance / support needed. We won't be able to assist the Bank for such requirements as we do not provide such services.	RFP terms to be followed. These services may include procurement of licenses if any, any kind of permissions from Regulatory/ administrative authorities etc.for this project
4.	BCG	39-40 of RFP and 18 of Annexure Document	6.5.4- SUBSTITUTION OF PROJECT TEAM MEMBERS and Section 12 of Annexure 10	If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Bidder during the course of the assignment pursuant to this RFP besides claiming an amount, equal to the contract value as liquidated damages.	We request in such a scenario fee for services already rendered is not claimed back. Additionally, any liquidated damages imposed should be only for Key Personnel and capped at 10%	RFP terms to be followed.
5.	BCG	41 of RFP	6.5.9(4)	Amount of invoice shall be equally divided and a separate invoice to be raised in the name of each RRB by mentioning separate GST number as applicable to the respective RRBs.	We request to raise a single invoice to BoB, which in turn can be split equally and shared to the RRBs by BoB as this RFP is released by BoB on behalf of 3 RRBs Else, As this RFP is released by BoB on behalf of 3 RRBs and invoicing needs to be done to them, we suggest that the 3 RRBs become a contracting party to the agreement. This will ensure contractual privity is in place and the role of each party in the transaction is clearly defined.	RFP terms to be followed. Our sponsored RRBs may be advised to issue separate Pos to successful vendor to receive the invoice in its name individually.
6.	BCG	41 of RFP and 21 of Annexure Document	6.7 – Liquidated Damages and Section 21 of Annexure 10	The Bank will impose a penalty, of Rs. 50,000/- (INR Fifty thousand only) per week or part thereof, for delay in not adhering to the time schedules. If the selected Bidder fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the bidder. The Bank reserves the right to recover an amount equal to the value of contract by the Bank as Liquidated Damages for non-performance.	We request that in case of any delay, the penalty amount is mutually discussed between the parties at the time of contract negotiation. We would also propose capping the penalty at 10% of the fees. Additionally, in case of any non-performance, Bank shall have a right to terminate the agreement and pay for any services rendered till date of termination.	RFP terms to be followed.

7.	BCG	41-42 of RFP and 20-21 of Annexure Document	6.8.1 – Indemnity and Section 20 of Annexure 10	Indemnity	<p>The indemnity obligations provided in this section are very broad in nature. Therefore, we request that such a provision is mutually negotiated between parties at the time of award of contract. Specifically, we would like to call out that the indemnities should be restricted to the following –</p> <ol style="list-style-type: none"> 1) Third party claims only 2) Broad indemnities in bullet point 1),2),6) and 7) are removed 3) For indemnity for IP infringement, we include certain caveats <p>Add provision to clarify that indemnity shall be applicable upon Bank giving the vendor a prompt notice of any claim and right to defend the claim shall vest with vendor.</p>	RFP terms to be followed. It is a pure legal framework, hence no change to the clause.	
8.	BCG	43-44, 47 of RFP and 16 of Annexure document	6.10, 6.22 - Termination of RFP and Section 1, Section 22 of Annexure 10	Termination	<p>We propose to make the right to terminate the Contract mutual for both the parties and the same shall be terminated only in case of a material breach.</p> <p>We would like to clarify that upon termination of the Contract, Vendor shall be paid for all services performed, Deliverables provided and any of our proprietary tools (if any) accessed up till the date of termination, and we shall deliver all completed works of deliverables.</p>	RFP terms to be followed.	
9.	BCG	45 of RFP and 23 of Annexure Document	6.15 – Limitation of Liability and Section 25 of Annexure 10	Limitation of Liability	<p>Bidder's aggregate liability in connection with obligations undertaken as a part of this RFP and subsequent agreements regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p> <p>In no event shall bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of the procurement under the RFP or the hardware or the software delivered there under, howsoever such liability may arise.</p>	<p>For point 1, we request that overall liability of Consultant should be capped at the value of fees paid by Bank to the Consultant.</p> <p>For point 2, the uncapped liabilities should be capped at 2x of the total fees</p> <p>For point 3, we request that this clause be made mutual for both the parties and neither party shall be liable for liable for "any indirect, special, exemplary, incidental or consequential damages; or direct or indirect damages arising from loss of business, data, profits or goodwill"</p>	RFP terms to be followed.

10.	BCG	46-47 of RFP and 26-27 of Annexure Document	6.19 – Audit and Section 33 of Annexure 10	Audit	We would like to clarify that - Consultant will maintain complete auditable records directly related to the Services provided to the client under this Agreement for the purpose of assessing Consultant’s compliance with the terms of this contract for a period of one year after the completion of such Services. The client’s internal or external auditors may audit, copy and inspect the records at reasonable times and upon reasonable notice; provided, however, that all such auditors are instructed by client to maintain the confidentiality of the information gathered consistent with the terms contained herein. Nothing herein shall obligate Consultant to disclose to the client any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with Consultant’s business, payroll information, or information or material that constitute, in the opinion of Consultant’s legal counsel, legally privileged documents or information that Consultant is bound to maintain as confidential by written obligation to a third party. Cost of any audit shall be borne by the Bank	RFP terms to be followed.
11.	BCG	49-50 of RFP and 25-26 of Annexure Document	6.25 – Confidentiality and Section 32 of Annexure 10	Confidentiality	We propose to make the confidentiality obligations in the Contract mutual for both parties. Additionally, in order to be compliant with any legal or tax orders, we request that we are allowed to retain the copies of the reports or deliverables submitted by us as an evidence of the work completed by us under this contract	RFP terms to be followed.
12.	BCG	50 of RFP and 23 of Annexure Document	6.26 – Compliance with Laws and Section 37 of Annexure 10	Compliance with Laws	We propose that both parties should be liable to comply with the laws applicable to them, and this clause should be mutual in entirety. Additionally, Consultant will comply with any Laws to the extent they are applicable to it as an individual organization and for its performance under the RFP. We would also like to clarify that, while we agree to be in compliance with applicable law, we do not provide legal, accounting, or tax advice that may have a bearing on the recommendations provided by us. Therefore, we would like to propose the inclusion of the following clarification that client shall be responsible for obtaining its own legal, tax and accounting advice concerning laws, regulations, agreements and other legal, accounting or tax issues which affect the advice given by us to the client.	Both the parties can mutually discuss and accept the final contract in line with the RFP document and the SLA document provided for the purpose with in legal framework
13.	BCG	50 of RFP and 23 of Annexure Document	6.27 – Publicity and Section 26 of Annexure 10	Publicity	We request that this clause is made mutual	RFP terms to be followed

14.	BCG	2 of Annexure Document	Annexure 2	We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us	We request that upon award of contract both parties cooperatively and expeditiously negotiate a mutually acceptable final contract in line with the queries provided in this response sheet.	RFP terms to be followed
15.	BCG	16 of Annexure Document	Section 5 of Annexure 10	All the deliverables as per scope of services as mentioned in point No.2 above (i.e.. Scope of Service/Deliverables) / will become the property of Bank of Baroda.	We agree that Bank shall have ownership of all final versions of materials, reports and presentations prepared by BCG for delivery to you (the "Deliverables"), and not the work in progress or intermediate work. We would also like to propose the inclusion of the language that allows Consultant to – 1) Retain the pre-existing and underlying intellectual property to the extent embedded in the Deliverables. Consultant shall provide Bank a non-exclusive, non-transferable, non-sublicensable, fully paid right to use and copy any of the pre-existing IP forming part of the Deliverables, so as to enable Bank to use the Deliverables internally, in accordance with the Contract. 2) In addition, the Deliverables Consultant provides are for Bank's internal consumption only and should not be shared with third parties. In the event Bank would like to share the Deliverables with any third parties, we request Bank to ensure that such third parties sign Consultant's standard non-reliance letter before sharing deliverables and any third-party having access to the report or presentation may use it on a non-reliance basis. This would protect Consultant from risks of third party claims based on reliance on the Consultant's deliverables, which are prepared only for Bank's organization. Consultant will not assume any legal obligations to non-clients that could arise from the redistribution of its work and it does not owe the duty of care towards the third party.	RFP terms to be followed subject to confidentiality clause.
16.	BCG	22-23 of Annexure Document	Section 24(b)(ii) of Annexure 10	The dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to sole arbitrator to be appointed by BOB	We request that both the parties should mutually appoint a sole arbitrator, or each party appoints its own arbitrator and in turn third arbitrator is appointed. This provision is line with what is mentioned in the RFP. Request if the provision in Annexure 10 is made consistent with the RFP.	RFP terms to be followed
17.	BCG	24 of Annexure Document	Section 29 of Annexure 10	Non-Solicitation	We request the obligations stated in this clause are made applicable for both the parties	RFP terms to be followed
18.	BCG	24 of Annexure Document	Section 30 of Annexure 10	THE VENDOR shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of THE VENDOR's employees, agents, contractors, subcontractors, etc.	Request this indemnity be limited to third-party claims only and only for gross-negligence and willful misconduct on part of vendor's employees and subcontractors.	RFP terms to be followed

19.	BCG	28 of Annexure Document	Section 38(d) of Annexure 10	In case of any contradiction in the terms of RFP, offer document and Purchase Order etc, and this Agreement the decision of the bank will be final and binding	We request to avoid any future ambiguity the order of precedence shall be provided in the agreement.	RFP terms to be followed
20.	BCG	40 of RFP	Section 6.5.9		We would request that the total fees is paid till the completion of the project.	RFP terms to be followed
21.	BCG	41 of RFP	Section 6.5.9	All invoices will be paid by the RRBs within a period of 45 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, RRBs shall make payment within 30 days from the date the dispute stands resolved.	We would request you to change the period from 45 days to 30 days	RFP terms to be followed
22.	BCG	NA	NA	Addition of standard clause - Terms of Payment	As per our standard terms, we would like to add the clause on interest on late payment. "BCG will impose a 1.5% per month late payment fee for invoices that remain unsettled after 30 days from raising the invoice." Request you to accept the same	RFP terms to be followed
23.	BCG	NA	Annexure 4, technical criteria compliance	Upgradation of Finacle version, mobile banking facility & other alternate delivery channels on the lines of sponsored Bank subject to cost implications	We wish to clarify the scope / involvement and role of the consultant for this.	Both the parties can mutually discuss on the involvement and role of selected bidder / consultant. Further the role of the selected consultant will be from RFP preparation to selection of successful service provider and its successful implementation in RRBs.