

| Sr. No. | Bidder | Page | Point / Section  | Clarification point as stated in the tender document  | Comment / Suggestion / Deviation  | Final Bank's Response  |
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| 1.      | BCG    | 2,22 | 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   | <b>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 within the legal framework.</b> |
| 2.      | BCG    | 16   | Section 1 of Annexure 10 and Section 22 of Annexure 10 | <p>This Agreement shall come into force on ( Date) and shall be in force and effect for a period of 06 months, unless BOB terminates the Agreement by giving a prior written notice of 45 days as per the terms of this Agreement</p> <p>The terms of this Agreement shall be for 06 months unless terminated by BOB with forty five days prior written notice to THE VENDOR, however, this Agreement's provisions will survive as to Confidential Information that is disclosed before termination.</p>  | <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>   | <b>RFP terms to be followed</b>  |
| 3.      | BCG    | 16   | Section 4 of Annexure 10                               | The Bank reserves rights to ascertain information from other banks and institutions to which the THE VENDOR have rendered its services for execution of similar projects.   | We would like to inform that all other projects with other clients are governed by confidentiality obligations and the details of such projects with other clients can't be disclosed by us.  | <b>The RFP terms to be followed with the prior written permission of the bank / institution concerned.</b>   |
| 4.      | BCG    | 16   | 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.  | <p>We agree that Bank shall have ownership of all final versions of materials, reports and presentations prepared by the consultants for delivery to you (the "Deliverables"), and not the work in progress or intermediate work.</p> <p>We would also like to propose the inclusion of the language that allows Consultant to –</p> <p>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.</p> <p>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.</p> | <b>RFP terms to be followed subject to confidentiality clause.</b>   |

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| 5.      | BCG    | 20   | Section 20 of Annexure 10        | Indemnity   | 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 –<br>1) Third party claims only<br>2) Broad indemnities in bullet point 1),2),6) and 7) are removed.<br>3) For indemnity for IP infringement, we include certain caveats.<br>4) 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. | <b>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, within the legal framework.</b> |
| 6.      | BCG    | 21   | 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 vendor 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 vendor. 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.   | <b>RFP terms to be followed</b>   |
| 7.      | BCG    | 23   | 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 it's own arbitrator and in turn third arbitrator is appointed.  | <b>RFP terms to be followed</b>   |
| 8.      | BCG    | 23   | Section 25(a) of Annexure 10     | THE VENDOR's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be actual.   | We request that overall liability should be capped at the value of fees paid by Bank to the vendor  | <b>RFP terms to be followed</b>   |
| 9.      | BCG    | 23   | Section 25(b) of Annexure 10     | THE VENDOR's liability in case of claims against the bank resulting from its willful misconduct or gross negligence, loss suffered by bank due to damage to real or tangible or intangible property by THE VENDOR, its employees and/ or subcontractors or loss suffered by bank due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited  | We request that the liability for said obligations be capped at 2x or 3x of fees instead of them being totally uncapped.  | <b>3x of fees may be considered.</b>  |
| 10.     | BCG    | 23   | Section 25(d) of Annexure 10     | Under no circumstances BOB shall be liable to the THE VENDOR for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.   | 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"  | <b>RFP terms to be followed</b>   |

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| 11.     | BCG    | 23    | Section 26 of Annexure 10    | THE VENDOR shall not use the name and/or trademark/logo of BOB, its group companies or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of BOB.  | We request that this clause be made mutual for both the parties.   | <b>THE VENDOR shall not use the name and/or trademark/logo of BOB, its group companies or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of BOB Vis-à-vis.</b> |
| 12.     | BCG    | 24    | Section 29 of Annexure 10    | Non-Solicitation  | We request the obligations stated in this clause are made applicable for both the parties  | <b>RFP terms to be followed</b>   |
| 13.     | BCG    | 24    | 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.  | <b>RFP terms to be followed</b>   |
| 14.     | BCG    | 25-26 | Section 32 of Annexure 10    | Confidentiality   | We propose to make the confidentiality obligations in the Contract mutual for both parties.<br>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.   | <b>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, within the legal framework.</b>   |
| 15.     | BCG    | 26-27 | Section 33 of Annexure 10    | Audit   | While we are okay with the audit requirements stated herein, 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 | <b>RFP terms to be followed</b>   |
| 16.     | BCG    | 27    | Section 37 of Annexure 10    | Compliance with applicable 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.<br>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.  | <b>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, within the legal framework.</b>   |
| 17.     | BCG    | 28    | 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.   | <b>RFP terms to be followed</b>   |

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| 18.     | BCG    | 40   | 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. "We 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. | <b>RFP terms to be followed</b>  |
| 19      | BCG    | 40   | 17a   | Payment terms  | We would request that the total fees is paid till the completion of the project.  | <b>RFP terms to be followed</b>  |
| 20      | BCG    | 40   | 17c   | All invoices will be paid by the RRBs sponsored by Bank of Baroda within a period of 45 days from the date of receipt of undisputed invoices.            | We would request you to change the period from 45 days to 30 days.  | <b>RFP terms to be followed</b>  |
| 21      | 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.   | <b>Both the parties can mutually discuss on the involvement and role of selected bidder / consultant</b> |
| 22      | BCG    | 1    | Addendum issued on 22 <sup>nd</sup> February 2022 | Last Date of Submission of RFP Response: 15 <sup>th</sup> March 2022.  | We would request bank to extend the last date for RFP response by 1 week to 22 <sup>nd</sup> March 2022.  | <b>Extension of 1 week considered. (refer to addendum dated 10/03/2022 )</b>                             |