

Sr. No.	Original clause in RFP against which clarification required	Specific query by the Legal Firm/Groups for which clarification Required	Bank's Clarifications
1.	Clause 2.4.2(3) and (4)	<p>Clause 2.4.2(3) sets out the Review Period (wherever applicable) to be FY 21-FY 23. Clause 2.4.2(4) contains the various sub-items which form part of the legal Due Diligence (“DD”) scope of work.</p> <p>Please confirm if the Review Period set out in Clause 2.4.2(3) applies to all sub-items set out in Clause 2.4.2(4). If it does not apply to all sub-items set out in Clause 2.4.2(4), please specify which sub-items in Clause 2.4.2(4) the said Review Period applies to.</p>	Review period applies to all the sub-items.
2.	Clause 2.4.2(4)(vi) and (xv)	<p>In the DD scope, item (vi) covers due diligence of “Financing and security documents” while item (xv) covers “details of all the borrowings, including securitization transactions.”</p> <p>We understand that financing agreements/documents covered in (vi) are the same as borrowing agreements covered in (xv), and the financing agreements/documents covered in (vi) pertain to the Company’s borrowings and not lending.</p> <p>Could you please indicate the approximate number of financing/borrowing agreements and securitization agreements that would be required to be diligenced?</p>	<p>Successful Bidder is required to review all the key agreements.</p> <p>Approximate number of agreements cannot be provided at this stage.</p>

3.	Clause 2.4.2(4)(vii)	<p>Clause 2.4.2(4)(vii) sets out that complaints filed by customers of the Company in relation to the services provided by the Company are included in the scope of the legal DD.</p> <p>In this relation, trust this involves reviewing the list of complaints (exceeding the materiality threshold) provided by the Company.</p>	Successful Bidder is required to review the list of complaints provided by the Company.
4.	Clause 2.4.2(4)(viii)	<p>Clause 2.4.2(4)(viii) sets out that lease / ownership agreements of the material properties of the Company will be part of the DD scope.</p> <p>Please confirm approximate number of such leases/ownership agreements that will be required to be diligenced.</p>	Successful Bidder to review all the key agreements. Approximate number of such agreements will be provided post appointment of the bidder.
5.	Clause 2.4.2(4)(x)	<p>Clause 2.4.2(4)(x) sets out that material disputes, litigation, government orders and notices will be part of the DD scope.</p> <p>Please confirm (a) what is the threshold of materiality for inclusion of disputes/litigation/government orders/notices in the DD Scope, (b) whether this includes tax disputes and litigation, and (c) approximate number of disputes/litigation/government orders/notices included in the DD scope.</p>	<p>It will be mutually decided by BOB team and the Successful Bidder, once appointment is done.</p> <p>All key agreements to be reviewed.</p> <p>Approximate number of agreements cannot be provided at this stage.</p>
6.	Clause 2.4.2(4)(xi)	<p>Clause 2.4.2(4)(xi) sets out that contracts with co-branding partners and vendors (in terms of revenue) and any other material business contracts will be part of the DD scope.</p> <p>Please confirm (a) what is the threshold of materiality for inclusion of co-branding contracts, contracts with vendors and business contracts in the DD scope,</p>	<p>Successful Bidder is required to review all the key agreements.</p> <p>Approximate number of agreements cannot be provided at this stage.</p>

		and (b) approximate number of such contracts included in the DD scope.	
7.	Clause 2.4.2(4)(xii)	<p>Clause 2.4.2(4)(xii) sets out that employment contracts (on sample basis for each level of employees) including all contracts entered into with senior management and key employees will be part of the DD scope.</p> <p>Please confirm (a) approximate number of levels of employees/sample contracts to be part of the DD scope, and (b) approximate number of contracts with senior management and key employees that will form part of the DD scope.</p>	<p>Successful Bidder is required to review all the key agreements.</p> <p>Approximate number of number of levels of employees/sample contracts cannot be provided at this stage.</p>
8.	Clause 2.4.2(4)(xiii)	<p>Clause 2.4.2(4)(xiii) sets out that Quarterly, annual and other periodical reports and other communications distributed or sent to the shareholder of the Company during the Review Period shall be part of the DD scope.</p> <p>Please clarify the scope of legal DD over these and whether it only relates to compliance with Companies Act, 2013 provisions on materials required to be sent to shareholders and the timelines thereof.</p>	<p>Yes, the scope of legal DD over Quarterly, annual and other periodical reports and other communications distributed or sent to the shareholder of the Company during the Review Period would relate to compliance with Companies Act, 2013 provisions on materials required to be sent to shareholders and the timelines thereof.</p>
9.	Clause 2.4.2(4)(xiv)	<p>Clause 2.4.2(4)(xiv) sets out that arrangement with related parties shall be part of the DD scope.</p> <p>Please confirm approximate number of such arrangements which would be subject to DD.</p>	<p>Approximate number of such arrangement will be provided post appointment of the bidder.</p>
10.	Clause 2.4.2(4)(xvi)	<p>Clause 2.4.2(4)(xvi) sets out that intellectual property owned or used by the Company and ascertaining</p>	<p>Approximate number of such arrangement will be provided post appointment of the bidder.</p>

		<p>compliance with intellectual property related arrangements will be part of the DD scope.</p> <p>Please clarify (a) the approximate number of trademarks/other IPs used by the Company, and (b) the approximate number of trademarks/other IPs owned directly by the Company.</p>	
11.	Clause 2.4.2	<p>Clause 2.4.2 which sets out the scope of legal DD includes review of various contracts/arrangements entered into by the Company.</p> <p>Please clarify if the DD is required to cover analysis of stamp duty paid on such contracts/arrangements.</p>	DD is required to cover analysis of enforceability of various contracts/arrangements entered into by the Company for which they may examine in all respects.
12.	Clause 2.4.3(1)	<p>Clause 2.4.3 (1) sets out that only body corporates are eligible to participate.</p> <p>As we (and law firms generally) are organized as partnerships under the Indian Partnership Act and do not qualify as body corporates, request if the RFP document will be re-issued allowing partnership firms to also bid.</p>	Law firms organized as partnerships under the Indian Partnership Act are eligible to participate.
13.	Clause 2.4.3(3)	<p>Clause 2.4.3(3) provides that balance sheet & profit and loss account statement for last three years have to be provided as supporting documentation for the positive net worth in the last 3 (three) financial years with a minimum turnover of Rs.100 crores for the last financial year.</p> <p>Please clarify if (a) 100 crore turnover is for the previous 1 financial year or over 3 financial years, and (b) if self-declaration can be provided for this point in lieu of the balance sheet and</p>	<p>100 crore turnover is for the previous 1 financial year.</p> <p>Balance sheet & Profit and Loss account statement for last three years is required to be submitted as supporting documentation.</p>

		profit and loss account statement for last 3 FYs.	
14.	Clause 2.4.3(3) and (4)	<p>Clause 2.4.3(3) and (4) have internal comments from “ds-bcc” regarding turnover and employee count criteria being too high.</p> <p>Please clarify if the RFP will be re-issued with changes to these criteria.</p>	No changes in eligibility criteria of RFP.
15.	Clause 2.4.3(6)	<p>Clause 2.4.3(6) requires the submission of certified true copy of Board Resolution towards authorizing the signatory to sign all documents in respect of RFP.</p> <p>As we (and law firms generally) are organized as partnerships under the Indian Partnership Act and do not qualify as body corporates, request if the RFP document will be re-issued providing ability for a representative partner of the firm duly authorized to execute the bid documents.</p>	All documents in respect of RFP signed by the representative partner of the firm duly authorized to execute all documents in respect of RFP, is acceptable.
16.	Clause 2.4.3(7)	<p>Clause 2.4.3(7) requires the submission of a self-declaration regarding potential / existing conflict of interest.</p> <p>Please clarify that selection for the legal DD would not preclude us from acting for potential investors (assuming Chinese walls in place).</p> <p>In the event we are not selected to advise Bank of Baroda on the subsequent phases of the proposed transaction post completion of the legal DD, we would be free to advise/represent any potential investors. Please confirm.</p>	Conflict of interest clause shall mean that the law firm will be preclude from acting for potential investors.

17.	Clause 2.4.4	<p>Clause 2.4.4 sets out that any amendments in bid documents have to be uploaded on the Bank's website.</p> <p>Please provide the link/clarify where such upload is to take place.</p>	<ul style="list-style-type: none"> • https://www.bankofbaroda.in/tenders/corporate-office/for-appointment-of-legal-firm-to-act • https://www.bankofbaroda.in/tenders/corporate-office/for-appointment-of-legal-firm-to-carryout-legal-due-diligence-of-bob
18.	Para 2 of Clause 3.1.2	<p>Para 2 of Clause 3.1.2 provides that bid documents are required to be signed by the authorized signatory of the company with the company's seal.</p> <p>In the context of law firms which are generally organized as partnership firms, please clarify if the RFP will be amended to provide for a representative partner of the firm duly authorized to be able to sign and waiver of company seal requirement, which is not present for partnership firms.</p>	Law firms organized as partnerships under the Indian Partnership Act are eligible to participate.
19.	Clause 3.2	<p>In Clause 3.2, under heading "Format for Proposal Submission", it is set out that the proposal must be submitted in a sealed envelope superscribed as "<i>Selection of Investment Banker for bringing in a partner in M/s BOB FINANCIAL SOLUTIONS LTD.</i>"</p> <p>Please clarify if the use of the term "investment banker" in this clause is an oversight error and if this was intended to be legal firm instead of investment banker.</p>	The use of the term "investment banker" in this clause is an oversight error and this was intended to be legal firm instead of investment banker.
20.	Clause 3.2	<p>In Clause 3.2, the last line sets out that Professional fees will be paid on completion of the proposed divestment transaction of BFSL.</p> <p>Trust the fees for DD will be paid on completion of the</p>	The professional fees will be paid on the completion of the assignment and acceptance of the Report by the Bank.

		proposed assignment, i.e. legal DD in terms of this RFP.	
21.	Clause 4 (G)	<p>Clause 4(G) contains an indemnity to be provided which is uncapped. The quantum of indemnity required to be provided is not standard market practice (usually in range of 5-10%).</p> <p>Request that all indemnities may be limited to 5-10% total fee payable to the bidder, in line with standard market practice.</p>	The indemnity shall remain actual and uncapped as the scenario where the third party files any claim against the Bank, the same may shall be indemnified by the Bidder/Law Firm.
22.	Clause 4(M)(f)	<p>Clause 4(M)(f) provides that information submitted by the bidding law firm may be shared by Bank of Baroda, in its sole discretion with third parties including other legal firms.</p> <p>Considering sensitive data such as financial information have been sought from law firms intending to bid, please clarify if this condition can be changed to restrict the disclosure of confidential data (including financial data) provided by bidding law firms to third parties. The DD report and other work product may be provided to third parties for the purposes of the proposed transaction, but request that the firm's proprietary information (including financial information) be kept confidential.</p>	No change acceptable in this regard.
23.	Clause 4(S)	Clause 4(S) restricts bidding law firms and their employees from directly or indirectly assisting any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of BOB.	Clause 4 (S) deals with the confidential information and the same is fairly elaborated and clarified. Further, the clause also contains information which will not be treated as confidential information. Any other information except to that shall be deemed as confidential information and shall be protected from disclosure under the clause.

		<p>Considering that the above restriction is not linked to using confidential data of Bank of Baroda and is general in nature, this would have the effect of precluding any bidding law firms from working for competitors of Bank of Baroda.</p> <p>Please clarify if the above restriction may be limited to using data provided by Bank of Baroda for assisting third parties with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Bank of Baroda.</p>	
24.	Clause 4	<p>There are references to the term “this agreement” appearing at various places in the RFP document, including Clauses 4(J), 4(S), 4(M) and 4(N). In Clause 4(S), it is stated that this clause will survive the termination of “this Agreement.”</p> <p>Separately, Clause 4(Q) provides that the RFP document is merely an invitation to offer and <u>must not be construed as any agreement or contract or arrangement</u> nor would it be construed as any investigation or review carried out by a Recipient. Clause 4(O) provides that <u>no binding legal relationship will exist between any of the Bidders and the Bank until execution of a contractual agreement</u> to the full satisfaction of the Bank.</p> <p>Considering the above contradictory provisions, please clarify (a) whether references to “this Agreement” are oversight</p>	<p>Notwithstanding anything contained in RFP, the RFP document is merely an invitation to offer and <u>must not be construed as any agreement or contract or arrangement</u> nor would it be construed as any investigation or review carried out by a Recipient. Further, <u>no binding legal relationship will exist between any of the Bidders and the Bank until execution of a contractual agreement</u> to the full satisfaction of the Bank.</p>

		error, (b) if not, do clarify what agreement is being formed in terms of the RFP, and (c) what would constitute as termination of "this Agreement" in Clause 4.	
25.	Clause 4(X)	<p>Clause 4(X) requires bidders to inter alia <u>notify the Bank about all laws in force or as are or as made applicable in future</u>, pertaining to or applicable to them, their business, their employees or their obligations towards them. Do note that it would not be possible to provide notifications about law that may become applicable in the future.</p> <p>Please clarify what notification is required to be provided to the Bank in this regard.</p>	<p>The clause states that in case any law is made in future which is required to be followed/complied by the bidder, the same shall be complied by the bidder accordingly. This clause is to protect Bank in case where any law is made which is to be complied with by the bidder and in case it is not complied.</p> <p>The clause is in the form of undertaking that the bidder will keep the Bank harmless and indemnified by obtaining all consents, permissions, approvals, and licenses as prescribed by the Law and any other authority under the Law.</p>
26.	Section 10(3) of Annexure B-Format of Integrity Pact	<p>Section 10(3) of the Integrity Pact requires it to be executed by all partners of a bidding partnership firm.</p> <p>In light of the fact that we/other large law firms would have large number of partners, please clarify if this can be modified to allow a representative partner of the firm duly authorized to execute the Integrity Pact.</p>	<p>Integrity pact may be executed by a representative partner of the firm duly authorized to execute the Integrity Pact.</p>
27.	Annexure C- Format of Service Level and Non Disclosure Agreement	<p>Para 3 in recital of Annexure C- Format of Service Level and Non -Disclosure Agreement requires the selected law firm to represent that it is <u>engaged in the business of software testing and services related to application testing.</u></p> <p>Please confirm that the above reference is an oversight error and will be corrected to make it appropriate for the present</p>	<p>It is an oversight error and will be corrected to make it appropriate for the present scope of <u>services, being legal DD.</u></p>

		scope of <u>services, being legal DD.</u>	
28.	Clause 9 of Annexure C - Format of Service Level and Non Disclosure Agreement	<p>Clause 9 requires the selected law firm to “<u>replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or obtain a license for the Bank to continue the use of the software / equipment,</u> as required by the Bank as per the terms and conditions of this assignment or subsequent Agreement and to meet the service levels”, in case the use of deliverables is prevented by injunction or court order or the deliverables become subject of any claim under this Clause 9.</p> <p>This clause further states that if the selected law firm fails to do either of the aforementioned activities within the specified timeline, <u>the amount paid by the bank for the infringing software / hardware shall be refunded by the law firm to the bank and the law firm shall also bear the incremental costs of procuring a functionally equivalent software / hardware or equipment from a third party selected by the bank.</u></p> <p>Clause 9 also states that the selected law firm “<u>shall not be liable for defects or non-compliance resulting from Software, hardware, interfacing, or supplies for the solution not approved by Service Provider;</u> or any change, not made by or on behalf of the Service Provider, to some or all of</p>	These references to software / hardware / equipment and similar terms are oversight errors and the RFP will be corrected to make it appropriate for the present scope of <u>services, being legal DD.</u>

	<p>the deliverables supplied by the Service Provider or modification thereof, provided the infringement is solely on account of that change”.</p> <p>Please confirm that the above references to software / hardware / equipment and similar terms are oversight errors and the RFP will be corrected to make it appropriate for the present scope of <u>services, being legal DD.</u></p>	
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Sr. No.	Original clause in RFP against which clarification required.	Specific query by the Legal Firm/Groups for which clarification Required	Bank's Clarifications
1.	2.4.3 (Eligibility Criteria for Participating in Bidding) SI No. 3	We note that the balance sheet and profit and loss account statement for the last three years is required to be submitted as part of Eligibility Criteria to demonstrate positive net worth in the last 3 (three) financial years with a minimum turnover of Rs.100 crores for the last financial year. Considering that the documents are confidential in nature, we request you to kindly consider submission of a turnover certificate issued by our auditor confirming the same.	Balance sheet & Profit and Loss account statement for last three years are required to be submitted as supporting documentation.
2.	2.4.3 (Eligibility Criteria for Participating in Bidding) SI No. 6	We note that a certified true copy of board resolution towards authorizing the signatory to sign all documents in respect of RFP including commercial bid is required to be submitted as part of Eligibility Criteria. Since Trilegal is a partnership firm, board resolutions are not passed. Alternatively, please consider submission of an authorization letter by a partner in favour of another partner.	Law firms organized as partnerships under the Indian Partnership Act are eligible to participate.
3.	2.4.3 (Eligibility Criteria for Participating in Bidding) SI No. 2,4,5,7	Please clarify if there are any specified formats for the self-declarations to be submitted. If yes, please share a copy of the same.	There are no specified formats for the same.
4.	3.1.1 (Eligibility cum Technical Bid)	Please clarify the minimum number of projects we are required to submit details of for obtaining full marks.	No changes in eligibility criteria of RFP.

	SI No. 1, 2, 3, 4		
5.	3.1.1 (Eligibility cum Technical Bid) SI No. 3	<p>Trilegal is a full service law firm and provides legal services in similar assignments to various clients such as the government of India, public sector undertakings, etc. which are not necessarily in the financial sector.</p> <p>For the purposes of evaluation, we request you to kindly consider giving value/ weightage to such deals as well since these demonstrate the capability of the firm in handling transactions of very large nature.</p> <p>While we note that both tenders allow the Bank to, at its own discretion relax one or more of the above conditions for the Applicants who have already provided similar services to Financial Institutions, we further request you to also consider allocating specific marks for submission of credentials/ similar work experience with financial institutions.</p>	No changes in evaluation criteria of RFP.
6.	3.1.1 (Eligibility cum Technical Bid) SI No. 5	Please clarify the number of profiles of team members required to be submitted to the Bank.	Profiles of the working team who will be working of this transaction to be provided.
7.	3.2 (Other Terms)	Please confirm the e-mail address for submission of the soft copy of the Technical Proposal.	Soft copy of the Technical Proposal may submitted in USB pen drive
8.	3.2 (Other Terms)	Please confirm the office address for submission of the hard copy of the Technical Proposal and the Financial Proposal.	Domestic Subsidiaries, JVs & Associates Department, Bank of Baroda Baroda Sun Tower 5 th Floor, G Block, C-34, Bandra Kurla Complex, Bandra (East), Mumbai – 400051
9.	3.2 (Other Terms)	We note that all pages are required to be signed by the authorised signatory. Please clarify if digital signature may be affixed for all soft copy and hard copy submissions.	Yes, digital signature may be affixed for all soft copy and hard copy submissions.
10.	3.2 (Other Terms): Payment of fees	<p>The assignment envisaged to be undertaken is for a duration of 12 (twelve) months. Considering this, instead of a lumpsum payout at the end of the contract period, we request you to kindly allow payment of fees upon completion of the following milestones: <i>For Diligence Tender</i></p> <p>Milestone 1: 20% upon kick-off Milestone 2: 40% upon first draft of DD</p>	The professional fees will be paid on the completion of the assignment and acceptance of the Report by the Bank.

		<p>Milestone 3: 40% upon final diligence report</p> <p><i>For Transaction Tender</i></p> <p>Milestone 1: 10% upon kick-off Milestone 2: 30% upon advisory Milestone 3: 40% upon finalisation of documentation Milestone 4: 20% upon signing and closing assistance.</p>	
11.	4G (Indemnity)	We note that the clauses on penalty, liquidated damages and limitation of liability sets out a cap. Accordingly, please consider providing a cap to the contract value in respect of the indemnity clause as well.	Not Acceptable.
12.	4J (Force Majeure)	<p>The clause states that the Legal Firms/Groups shall not be liable for forfeiture of its performance security, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.</p> <p>Please clarify if a performance security is to be submitted by the Selected Legal Firm/Group? If yes, please also clarify the amount of such performance security.</p>	Bidder is not required to submit Performance Guarantee.

Sr. No.	Original clause in RFP against which clarification required	Specific query by the Chartered Legal/Groups for which clarification Required	Bank's Clarifications
1.	<p>3.1.1 "Stage 1 – Eligibility Cum Technical Bid</p> <p>Eligibility cum Technical Bid</p> <p><i>Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP."</i></p>	For each of the items under this list, please confirm if self-declarations by the Bidder would constitute sufficient proof. In case self-declarations are not sufficient proof, please specify the appropriate documents that the Bidder can provide to substantiate the self-declarations.	Yes, The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP."
2.	3.1.3 " The bidding firms are required to submit their commercial bid in the format prescribed by the Bank in this RFP –	We are unclear which "RFP - Annexure" is being referred to here – please clarify, since Annexures A, B and C of the attached	Bidder may use its own format covering all the requirements specified in RFP.

	Annexure. <i>The financial proposals submitted by the bidders should strictly conform to the format stipulated in this RFP. Financial proposals submitted in any other format will be summarily rejected.</i>	RFP do not pertain to the Bidder's financial proposal.	
3.	3.2 <i>"TWO SEPARATE sealed envelopes containing the Technical Proposal and Financial Proposal must be placed in a single sealed envelope super-scribed as "Selection of Investment Banker for bringing in a partner in M/s BOB FINANCIAL SOLUTIONS LTD." must be to the Bank directly as under:</i> <ul style="list-style-type: none"> • <i>ENVELOPE-1: Technical Proposal: (1 Hard Copy and Soft Copy)</i> • <i>ENVELOPE-2: Financial Proposal (1 Hard Copy)</i> 	Considering that the prospective Bidders are intended to be legal groups/ law firms, we are unclear as to why the single sealed envelope will refer to <i>"Selection of Investment Banker for bringing in a partner in M/s BOB FINANCIAL SOLUTIONS LTD."</i> Request you to please clarify. In our view, since we are legal counsels, the single sealed envelope should refer to legal counsels, and not investment bankers.	The use of the term "investment banker" in this clause is an oversight error and this was intended to be legal firm instead of investment banker.
4.	ENVELOPE 1 containing the Technical Proposal - 1 Hard Copy and Soft Copy <i>The Technical Proposal should be submitted in the form of hard copy and soft copy which should be placed in a sealed envelope super-scribed as "TECHNICAL PROPOSAL/BID FOR LEGAL COUNSEL IN DIVESTMENT OF BOB FINANCIAL SOLUTIONS LTD. SUBMITTED BY (NAME OF BIDDER)</i> <i>All the relevant pages of the proposal are to be numbered and signed by an authorized signatory on behalf of the Firm."</i>	The aforesaid paragraph refers to submitting the "soft copy" of the Technical Proposal in Envelope 1. Please clarify if such soft copy is to be issued via email (<i>in which case, the hard copy of the Technical Proposal would be issued under Envelope-1, and the soft copy separately</i>), or if the Bidder should provide a CD-ROM or USB pen-drive with the soft copy of the Technical Proposal in Envelope-1.	USB pen-drive with the soft copy of the Technical Proposal in Envelope-1 is fine.
5.	Annexure-C <i>"In response to RFP issued on _____ Dated _____ by BOB, the Service Provider also</i>	(i) We are unclear if the Bidder is required to submit the duly filled-up and	Service Level Agreement will be executed after the bid is selected.

	<i>submitted its offer and has represented that it is engaged in the business of software testing and services related to application testing. It further represented to BOB that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to BOB. Relying on representations of the Service Provider and other applicable criteria, the Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly BOB has issued a letter of intent dated _____ to the Service Provider."</i>	executed Annexure-C form along with the Technical Proposal itself, given that the language of Annexure-C presumes that the Bidder has already submitted its offer. (ii) The said Annexure-C also makes a reference to the Bidder being engaged in the business of software testing. We are unclear on this as well, because the Bidders will be legal firms, and not intended to be in the business of developing/testing software.	The use of the term "business of software testing" in this clause is an oversight error and this was intended to be legal firm instead of investment banker.
6.	<i>Annexure-C, Clause 3 "3.1 The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment."</i>	Schedule I is not included in the RFP. Request you to please clarify/ provide.	Service Level Agreement will be executed after the bid is selected. Schedule I of this Agreement contains Scope of the Services.

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Please let us know the expected timeline which should be assumed within which the Proposed Transaction is expected to be completed, for the purpose of providing fees estimate.	The expected timeline may be 6-8 months