Sr. No.	Pg No	Point No	Tender Original Clause	Clarification	Request for Change / Modification / Addition / Deletion	BFSL Response
			Pre Bid responses dated 08-09-22 for RFP Selection of software companies for development projects in the area of process automation and re engineering			
1	Annexure -A1	B2	Bidder must have developed similar software of process automation for at least one Credit Card issuer in India	Kindly change this caluse to "Bidder must have developed Mobile Application, Administration Portal , Middleware and Online Portal for at least one Credit Card issuer in India /Abroad"	Modification	No change in the clause
2	Annexure -A1	B2	Bidder must have developed similar software of process automation for at least one Credit Card issuer in India	Kindly change this caluse to "Bidder/OEM must have developed similar software of process automationl for at least one Credit Card issuer in India /Abroad"	Modification	No change in the clause, we are not looking for implementation of any RPA or similar tool and this would be typical bespoke application development project
3	26	7.2 Technical Bid Evaluation	Technical Bid Evaluation The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed	Our understanding is that Bidder can jointly bid with OEM to implement the scope of work and the joint scores of Bidder and OEM's credentials will be considered for eligibility and technical evaluation as required	Addition	This can be considered only when one of the partners has done custom development for a credit card issuer. For better clarity please refer our comments against point-1 above
4	10	3.1.1 Deliverables	The Selected bidder has to handover the Source Code, Patches & Releases (If any), Application Software, all content used in the Designing of the Web portal, along with Technical Documents, user manual, functional manual, cyber security certificate and all reports during error correction, installation guide and any other on quarterly basis / if required to the Company for the purpose of copyright and intellectual properties, storage etc. Selected bidder also has to provide the list of software that would be used to design & develop the web portal/site including all graphics software and recommend software and licenses that the Company will need to purchase for continued maintenance of web portal.	Our understanding is that the Source Code will be kept in the custody of escrow agent after entering into a tripartite agreement between the bidder, customer and escrow agent. Kindly confirm if our understanding is correct	Modification	It would be a bespoke development hence the successful need to transfer source code after each sprint. BFSL will hold IPR of source code.
5	10	3.1.1 Deliverables	Copyright and Trademarks: Successful bidder will hand over the all the software and contents to the Company for the purpose of copyright and intellectual ownership. On the bottom of every page a link, navigating to information page regarding copyright must be provided.	Our understanding is the IP rights of the Software developed will be owned by the bidder after the successful completion of the project. Kindly confirm if our udnerstanding is correct	Modification	No BFSL will own the code and IPR
6	30	9.3 No Liability	Under no circumstances Company shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this project , even if Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business	Under no circumstances Company and Bidder shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this project , even if Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business	Modification	Under no circumstances Company and Bidder shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this project , even if Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business
7	30	9.3 No Liability	Under no circumstances Company shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this project , even if Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business	Bidder's liability under this contract is limited to the amount of fees considerations received by it , till such time as the Software Solution is under warranty from Bidder. After expiry of warranty and provided the Customer has entered into an Annual Maintenance Contract (AMC) for maintenance and support of the Software Solution, such liability will be limited to the amount of AMC fees paid to Bidder during the calendar year of such claim. Under no circumstances shall the liability of Bidder regardless of the nature of claim whether in contract, tort, strict liability or any other theory of liability, exceed the amount mentioned abov	Addition	Bidder's liability under this contract is limited to the 3X amount of fees considerations received by it , till such time as the Software Solution is under warranty from Bidder. After expiry of warranty and provided the Customer has entered into an Annual Maintenance Contract (AMC) for maintenance and support of the Software Solution, such liability will be limited to the 3 X amount of AMC fees paid to Bidder during the calendar year of such claim. Under no circumstances shall the liability of Bidder regardless of the nature of claim whether in contract, tort, strict liability or any other theory of liability, exceed the amount mentioned abov

#	Page	Section	Description	Query	Comment	Response
8	28	8.0 Payment Terms	No details associated with the Payment Terms shared	Kindly share the details of the Payment Terms to be followed by successful Bidder	Addition	Payment will be made within 30 days from receipt of undisputed invoice
9	Annexure-2	PART A-1	Bidder must have developed similar software for at least one Credit Card issuer in India using Vision Plus Platform in last 5 to 6 years	Why is it specifically only for credit card issuer?	To be eased for any financial institution instead of just credit card issuer	No change in the clause, domain experience is mandatory
10	9	2.1	The bidder will be required to be innovative, capable and would need to extend all their resources and services in order to meet the expectation of the Company towards the desired Services.	What will be the preference given to Make In India products/services?	Weightage to be given for Make In India products	We are not looking for any specific product rather it's a bespoke development project
11	10	3.1.1.a	a) The Selected bidder has to handover the Source Code, Patches & Releases (If any), Application Software, all content used in the Designing of the Web portal, along with Technical Documents, user manual, functional manual, cyber security certificate and all reports during error correction, installation guide and any other on quarterly basis / if required to the Company for the purpose of copyright and intellectual properties, storage etc. Selected bidder also has to provide the list of software that would be used to design & develop the web portal/site including all graphics software and recommend software and licenses that the Company will need to purchase for continued maintenance of web portal.	What are the conditions pertaining to handover the source code?		The successful bidder will have to handover complete source code to BFSL after each sprint
12	10	3.1.1.c	c) Copyright and Trademarks: Successful bidder will hand over the all the software and contents to the Company for the purpose of copyright and intellectual ownership. On the bottom of every page a link, navigating to information page regarding copyright must be provided.	It says that the bidder will handover the software but what kind of software needs to be handed.	We understand this will be a bespoke application, however in order to develop the application with maximum efficiency and capability, we would need AI and ML components. For example: Intelligent Document Processing (IDP), facial recognition, Robotic Process Automation (RPA). Are you expecting the source code for these applications as well?	No, source code of third party integration is not required
13	15	5.4.1	1. Bid Security • Bidders are required to submit an Bid Security/ Earnest Money Deposit (EMD) for Rupees [To be Included] by way of Bank Guarantee (Appendix 05 – Pro forma for Bank Guarantee) issued in favor of "BOB Financial Solutions Limited" valid for 180 days from the last date of submission of the bidalong with Technical Offer. The Bank Guarantee should be of a Scheduled Commercial Bank only and will be accepted subject to the discretion of the Company. • Offers made without the Earnest Money Deposit will be rejected. • The amount of Earnest Money Deposit would be forfeited in the following scenarios: o In case the Bidder withdraws the bid prior to validity period of the bid and after last date of submission of the bid for any reason whatsoever; o In case the successful Bidder refuses to accept and sign contract within 1 month of issuance of contract order/letter of intent for any reason whatsoever; or o In case the successful Bidder fails to provide the performance guarantee of 10% of contract value within 45 days from the date of issuance of Purchase Order by Company or signing of the contract, whichever is earlier, for any reason whatsoever, the EMD will be fortified. o EMD/Bank Guarantee should not be included with Technical or Commercial bid. It should be in separate cover to be handed over to the Company.	What is the required EMD amount for submission?		It's not a fixed price bid, we are seeking blended manday rate here on which order will placed after baselining scope and efforts estimation

#	Page	Clause	Clause Text	Query		Response
14	15	5.3.c	c) The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected.	RFP mentions the price offer on a fixed price basis but the scope is not clear.		It's not a fixed price bid, we are seeking blended manday rate here on which order will placed after baselining scope and efforts estimation
15	30	9.2	2) obtain a license for the Company to continue the use of the software / equipment, as required by the Company as per the terms and conditions of this RFP and subsequent Agreement and to meet the service levels;	How many user licenses are required?		As stated the above it's not a licensing arrangements
16	22	6.9	3. The responses should not be submitted by post or by courier. 4. All envelopes should be securely sealed and stamped.	Please clarify that the bid should be submitted through post or by email.		Online through Procure tiger
17	15	5.4	Bank Guarantee	kindly help with the minimum and maximun amt to be entered.		We donot require EMD & security deposit for PBG we will discuss with shortlisted bidder at later stage
18	43	9	Appendix 09 Experience Letter	Kindly provide us the format for same.		No specific format as such, the experience letter from the client of the bidder on letter head clearly mentioning the nature of work, durattion etc
19	B2 - Page no.2	ANNEXURE A1 – ELIGIBILITY CRITERIA	Bidder must have developed similar software of process automation for at least one Credit Card issuer in India	We request BOB Financial ltd, to modify this clause as, Bidder must have developed similar software of process automation for at least One (01) Public / Private Sector Bank /Financial Institution / PSU/ BFSI Sector / Credit Card issuer in India for a period of at least 5 to 6 year as on RFP date.		No change in the clause
20		Annexure 02 – Credential Strengths	Bidder must have developed similar software for at least one Credit Card issuer in India preferably on Vision Plus Platform in last 5 to 6 years	We request BOB Financial ltd, to modify this clause as, Bidder must have developed similar Sofwtare for at least One (01) Public / Private Sector Bank /Financial Institution / PSU/ BFSI Sector / Credit Card issuer in India for a period of at least 5 to 6 year as on RFP date.		No change in the clause
21	Page no.28	8.0 Payment terms	Kindly share the payment terms?			Payment will be made within 30 days from receipt of undisputed invoice
22	Annexure A1, Page 2	B1	The bidder should be a Company Registered under Company act and should be in business for at least five (5) years as on March 31, 2019.		We request BoB Financial to please include LLPs and partnership firms under the LLP Act 2008	OK
23	Annexure 02, Page 1	Note a	Bidder has to provide the experience certificate from the relevant Bank/FI as per the format specified in Appendix 09 – Experience format		We work with your direct competitors and we have spoken to them with regards to sharing of experience certificate, and this cannto be done. We can submit the Engagement Letters / POs / Contract pages with the confidential information redacted. We request BoB Financial to please accept the same.	We are OK but if an query is raised vendor will have to respond and share desired details