Sr. No.	Pg No	Point No	Tender Original Clause	Clarification	Request for Change / Modification / Addition / Deletion	BFSL Remarks to Bidders
			Pre-Bid responses Dated 11.11.21 - RFP for Empanelment of agencies to provide IT manpower for BFSL applications			
1	10	Pt 3.2 Sub Pt 4	The Bidder has to size the Empanelment of agencies to provide IT manpower covering hardware, software & services to ensure availability, scalability, redundancy and performance of the Empanelment of agencies to provide IT manpower, and to meet technical and functional requirements as per the terms of the RFP within the timeframe prescribed by the Company	If its empanelment for manpower then why is hardware , software mentioned as part of rfp		Pt 3.2 Sub Pt 4 stands withdrawn
2	10	Pt 3.2 Sub Pt 4	In the event the proposed Empanelment of agencies to provide IT manpower fails to meet the Service Level Agreement (SLA) (if applicable and stipulated in this RFP) and the scope and objectives of the RFP (and addendums), the Bidder will have to upgrade, modify or replace the Empanelment of agencies to provide IT manpower at no additional cost to the Company	Why will be SLA be applicable here since no commitment of service is given now if yes what will be %		SLA will depend on project basis , if applicable and will be discussed at the time of requirement.
3	10	3.3	Licenses -Further if the selected Bidder has missed out providing any required licenses to the Company, then the Company will not bear any additional amount for procurement of such licenses at a later date. Empanelment of agencies to provide IT manpower	Do we need to provide hardware as its empanlement for manpower		This Point stands withdrawn
4	10	4	Service Levels - Will be shared to all the bidders alongwith the requirement to which bidder will have to adhere	Pls clarify the service levels		Since there are various skill set , we cannot generalise the SLA. Hence it will be discussed with the empanelled bidders on project basis.
5	14	13	Selected Bidder shall inform their readiness for the pre-delivery/post-delivery inspection at least 15 days in advance. Inspection of the centralized application and data base servers, etc. will be carried out at the Vendor's Data Centre/DRC. All reasonable facilities, tools and assistance including access to drawings and production data should be provided to Company's officials and the representatives during inspection. There shall not be any additional charges for such inspection. However, Company will have the discretion to recover the costs related to travel and stay of its staff / representatives if the services offered for inspection is not as per Company's requirement or the test conditions are not complied with.	Pls clarify the service levels		This Point stands withdrawn
6	18		Part III – Commercial BidThe empaneled bidders will have to submit the commercials as and when requirement shared by BFSL II. Bidders will be finalized on Techno-commercial basis	Pls clarify when do we have to share commercial bid		Commercial bids will called from only empanneled vendors for specific requirement.
7	18		Part II - Technical Bid I. The Technical Bid containing the response to both technical and functional requirements for the Solution is to be sealed in a separate Envelope superscripted on the top of the cover as "TECHNICAL BID FOR Selection of Service Provider for [Empanelment of IT manpower agencies]".	Pls clarify what kind of solution is required		Technical Bid should be submiited
8	20	8	**Payment Terms** **IIThe bidder must accept the payment terms proposed by the Company**	Pls clarify the payment terms		30 days from the receipt of undisputed invoice

#	Pg	Clause	Clause Text	Query	Request	Response
9	21	9.2	Indemnity: •Loss of data due to selected vendor provided facility or •Any deficiency in the services of selected Bidder. •Any transaction contemplated under this RFP/subsequent agreement.	Not Applicable	**Remove the point**	BFSL confidential information might be shared , hence bidder and the employee both the liability has to be taken by vendor. Hence we cannot remove the clause.
10	22	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	Liablity should be either party direct or indirect	**Capping to six month amount received**	IPR, Data Confidentiality , Fraud & Misconduct the liability will be unlimited , Rest will be on actual.
11	30	9.24	Liquidated Damages and penalty	if applicable as per engagement		
12	30	9.24	Liquidated Damages and penalty . Company expects that the selected bidder complete the scope of the project as mentioned in section 6 – Project timeline of this document within the timeframe specified. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 0.5% of the entire project cost/TCO per week of delay or non-compliance. Company at its discretion may apply this rule to any major non-	Not capped	**Pls capp it 1% of Monthly Billing**	IPR, Data Confidentiality , Fraud & Misconduct the liability will be unlimited , Rest will be on actual and Penalty is 0.5% per week.
13	27	9.14	Guarantees 1. Bidder shall guarantee that the Services/software/solution and allied components used to service the Company are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation. 2. The Bidder also undertakes to keep all the licenses in force till the expiry of the contract period by renewing them as and when necessary.	Why software gurantee for manpower empanlement	**Pls remove the point**	This Point stands withdrawn
14	26	9.8	Transportation and Insurance All the costs should include cost, insurance and freight (c.i.f.). However, the selected bidder has the option to use transportation and insurance cover from any eligible source.	Why software gurantee for manpower empanlement	**Pls remove the point**	This Point stands withdrawn
15	9	3.1	**The Vendor should ensure that all systemic changes or new requirements necessitated out of Government / other regulatory guidelines or other Company requirements as per the RFP are made available from day one of the Empanelment of agencies to provide IT manpower going live.**	1.As per clause it seems requirement is from development side , will the testers be utilised for SIT/UAT 2.Is there any standard release plan for each application, if yes please share the details for effort estimation		This Point stands withdrawn
16	8	Scope of W	**BFSL is requires below skill set:** **a) Business Analyst** **b) Tester** **c) Production Support** **d) PL/SQL Developer** **e) Web/Mobile Developer** **f) Project Manager**	1.No Of resources and high level Project timelines would be helpful 2.Please confirm the expected experience level for the below resource category or is it left to Service Provider to give the breakup 3.Please confirm whether all the resource requirement is require in Onsite BFSL premises or Offshore Tristha Premises or both		It will vary basis actual requirement however detailed requirement (Quantity,skillset, Tenure, Experience) will be shared while calling commercials from empanelled agencies. It would be mix of offshore and onsite

17	8	Scope of W	**BFSL is requires below skill set:** **a) Business Analyst** **b) Tester** **c) Production Support** **d) PL/SQL Developer** **e) Web/Mobile Developer** **f) Project Manager**	1.Please confirm the role of the Project Manager, whether they need to do only the Testing Management role. 2.Please confirm whether the Project Management, budgeting & risk management will be handled by BFSL or it will be the responsibility of the Project Manager deployed by Tristha		The role of Project Manager would be comprehensive. It is not mandatory for an agencies to house and provide all stated skillsets.
18	8	Applicatio	**Application in scope** ***Vision Plus** **• Jocata** **• IBM ESB** **• Portal/Mobil App** **• Any other as required by BFS**	1.Please let us know about the details on VisionPLUS application (version, modules under scope etc) Please confirm whether the scop of testing covers both Issuing and Acquiring Functionalities 2.What is the scope to be considered for Portal / Mobile app. 3.Please confirm whether automation pack creation is in scope for regression testing 4.Please confirm the availability of Automation, Performance, Test Management and Defect Management tools with BFSL 5.Please share the scope of applications / line of business to be covered under 'other applications in BFSI' 6.Is there any Transition required from the vendor side for the continuation of existing BAU.		It is First Vision India Platform. Scope and other details will be furinsh while seeking commercial proposal from empanelled vendor.
19	20	ayment Te	he bidder must accept the payment terms proposed by the Company. **Any deviation from the proposed payment terms would not be accepted.**	Will the project be Fix bid or TNM ,will the payment be released on completion of releases		It would be T & M
20	Appendix 1	3	**The Bidder should have atleast 20 full-time on rolls qualified professionals for IT jobs/ services etc. as on date of submission of the bid..**	Whether resources on Bench numbers or assigned to projects		Both put together
21	Appendix 1	3	**The Bidder should have atleast 20 full-time on rolls qualified professionals for IT jobs/ services etc. as on date of submission of the bid..**	Is there any reverse auction or would the commercial bid be taken as a base It is mentioned that commercial bid to be submitted once the eligibility is cleared, please clarify our understanding		There is no reverse auction. Negotiation will only happen with H1 bidder (Those who is selected basis Technical and Commercial bid evaluation)
22	Appendix 1	5	**Agenda will be describing company , providing details on workforce & key achivements, Marks will be provided on sole discretion of BFSL**	Any Schedule for Presentation and will there beany time constraint		Presentation should cover area of experise, experience. Nos of onroll resources and skillset etc.
23	9	Project Sc	**Service Level Agreement (SLA)**	RFP mentions about the SLAs, please clarify the type of SLAs and also share the penalties associated with the same.		We'll have SLA arrangement with each
24	8	2.1	The scope of works in the Request for Proposal (RFP) for the Empanelment of agencies to provide IT manpower would include but not be limited to providing service/solution for Empanelment of agencies to provide IT manpower and its maintenance and support for the tenure of the Contract.	1. Kindly share the It manpower location (Insite/Offsite)?		Base Location would be Primarily Mumbai or Gurgaon in some cases

25	9	3	BFSL is requires below skill set: a) Business Analyst b) Tester c) Production Support d) PL/SQL Developer e) Web/Mobile Developer f) Project Manager	1. We understand that total 6 resources would be required ie.one each at BOB Office in Mumbai. Please confirm		This is the list of skillset we would require. The quantity would be specified while seeking commercial proposal.
26	9	3.1 (1)	IT manpower to the Company need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to the Company at no additional cost during the period of the contract.	1. We understand the current application is running since last more than 6 years. Is upgrading software upgrade part of bidder's scope?		This Point stands withdrawn
27	10	3.3	The Company will not be responsible or liable for any infringements or unauthorized use of the licensed products by the Bidder in performance of any activity/obligations undertaken by the Bidder in terms of this RFP. In the event of any claims against the Company for any license related issues, the selected Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected Bidder.	1. Is there a list of interfaces or API's with which integration is done? Type of integration 2. Are there any tools used for application monitoring - load, capacity & infrastructure. What is the response time for the applications?		This Point stands withdrawn
28	27	9.13	Monitoring and Audit	1. How is the testing carried out? Manual / Automated. Are there testing scripts available? 2. Are there any benchmarks for performance testing? When was performance testing conducted?		This is T&M based model and no bearing on Agency in these matter
29	27	9.13	Monitoring and Audit	1. Are there any tools used for application monitoring - load, capacity & infrastructure. What is the response time for the applications?		This is T&M based model and no bearing on Agency in these matter
30	32	9.29(2)	The source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions , techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes, etc.	1. Do we have overall Solution & Technical architecture documents? 2. Is the architecture based on SOA or microservices? 3. Any future architecture roadmap available ? 4. Do we have Use cases / User stories for the applications Actor/Role Matrix - Do we have list of actors and roles undertaken by each actor 5. Process Modelling - Do we have business processes documented?		This is T&M based model and no bearing on Agency in these matter
31	30	9.22(4)	As a method for reviewing selected bidder's services and Company requirements, the Company will sponsor regular reviews to allow an exchange of requirements and opportunities.	1. Please confirm if this requirement shall be considered Change Request, as we understand this is huge effort in current system.		This is T&M based model and no bearing on Agency in these matter
32				1. Is application security and vulnerability testing conducted? When was it done and list of observations for the same?		This is T&M based model and no bearing on Agency in these matter
33				1. Please confirm the current cocurrency of the system and number of users on web application and mobile application, and number of transactions per day.		This is T&M based model and no bearing on Agency in these matter

34				1. What methodology is used for Project execution - Agile or Waterfall?		Both basis nature of project
35				1.What audits are conducted on applications - Security audit, Quality audits etc.		This is T&M based model and no bearing on Agency in these matter
36				1. What is code repository used for version control?		This is T&M based model and no bearing on Agency in these matter
37				1. What software tools are used - Requirements, Design, Development, Testing, Deployment etc. All the licenses are available for the same		This is T&M based model and no bearing on Agency in these matter
38				1. Total Number of users accessing the application - internal/external		This is T&M based model and no bearing on Agency in these matter
39				1. Number of concurrent users accessing the application.		This is T&M based model and no bearing on Agency in these matter
40				1. What is current team size handling the applications - Is there separate team for app support and app development?		This is T&M based model and no bearing on Agency in these matter
41				1. How are the tickets currently logged?		This is T&M based model and no bearing on Agency in these matter
42				1. On the ongoing projects front, would existing vendor be completing the same or the new team will have to take-over inbetween?		This is T&M based model and no bearing on Agency in these matter
43				1. Please confirm the technology being used for mobile app		This is T&M based model and no bearing on Agency in these matter
44				1. Application uptime/downtime?		This is T&M based model and no bearing on Agency in these matter
45				1. Number of change requests and their severity for the last 6 months/1 year		This is T&M based model and no bearing on Agency in these matter
46				1. Is application security and vulnerability testing conducted? When was it done and list of observations for the same?		This is T&M based model and no bearing on Agency in these matter

47	9	3	BFSL is requires below skill set: a) Business Analyst b) Tester c) Production Support d) PL/SQL Developer e) Web/Mobile Developer f) Project Manager	Need to know the number of each resource required . Need to understand if there are any qualification or experience required. Need to understand the locations where these manpower would be required.		It will vary basis actual requirement however detailed requirement (Quantity,skillset, Tenure, Experience) will be shared while calling commercials from empanelled agencies. It would be mix of offshore and onsite
48	12	viii	• To the best of its knowledge, after reasonable investigation, no representation or warranty by such party in this tender and subsequent agreement, and no document furnished or to be furnished to the other party to this RFP and subsequent agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.	Need to understand if the manpower can be replaced after empanalment.		The requisition for resource would only be after empanelment. Replacement of deployed resource is possible with sufficient prior notice.
49	15	20	20. Technical inspection and performance evaluation – Company may choose to carry out a technical inspection/audit and performance evaluation of solution offered by the Bidders. The Bidder would permit Company or any person/persons appointed by Company to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (travel, stay, etc.) incurred for the same would be borne by the Company	What are the inspection/audit envisaged by the company in terms of resources .		This Point stands withdrawn
50	27	9.10. Publicity	The Bidder shall not make any press releases or statements of any kind including advertising using the name or any service marks or trademarks of the Company regarding the contract or the transactions contemplated hereunder without the explicit written permission of the Company. The Bidder shall not, use the Company's name as a reference, without the express written permission of the Company first being obtained, and then only strictly in accordance with any limitations imposed in connection with providing such consent. The Company agrees not to use the Bidder's trade or service marks without the Bidder's prior written consent.	Hope references can be given to other clients		Yes References can be provided