

Sr. No.	Pg No	Point No	Tender Original Clause	Clarification	Request for Change / Modification / Addition / Deletion	BFSL Responses	vendor Name
1	2	Annexure A1- Eligibility criteria (B1)	The bidder should be a Company Registered under Company act and should be in business for at least Three (5) years as on June 30, 2022.	Wanted to know minimum tenure is 3 years or 5 years	we are registered as on 10/08/2017	We should take the lower number - so 3 years.	Veritas Reputation
2	2	Annexure A1- Eligibility criteria (B2)	The agency must have earned minimum fee from PR services of ₹ 25 crores during 2019-20, 2020-21 and 2021-22 in each financial year. In case the Agency provides non-PR services also, the fee Income from PR services only will be considered. Fee Income for PR activities should be certified by the Auditor	As per Government notifications Veritas Reputation PR Pvt Ltd is exempted from the criterion of prior turnover and prior experience, as required in tenders or RFPs issued by Central Ministries / Departments / Central Public Sector Undertakings (including Public Sector Banks), due to its status of a DIPP registered Start-up.	So will be eligible for exemption	Basis submission of documents from bidder , BFSL shall waive off the clause. But there are NO exemption in technical score bidders will be scored basis the documents they submit.	Veritas Reputation
3	9.2.	Indemnity	The Clause is one-sided in favour of BOB Financial Services. Agency Indemnity involves Company's use of Agency deliverables/service provided by the Agency, any negligence, fraud, breach on the part of employee, subcontractor, claims made by employees or subcontractors, breach of this RFP, breach of reps and warranties, breach of confidentiality, loss of data due to Agency provided facility, any deficiency in the services.	BOB Financial Solutions should indemnify us for the information/materials provided by them.		While we cannot deviate RFP terms, but this requires discussion and BFSL is OPEN for discussion with selected vendor.	MSL Group
4	9.3.	No Liability	Under no circumstances BOB Financial Services 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	Incidental/special damages are one-sided. BOB should make this mutual.		Agreed	MSL Group
5	9.5.	Termination of contract	I. BOB Financial Services shall have the option to terminate for convenience by giving 90 days prior notice. Company shall also have the option to terminate the contract for cause by giving 30 working days cure period.	I.Termination rights should be made mutual		Agreed	MSL Group
6			II. The Agency shall have to compensate to BOB Financial Services for expenditure incurred for execution of the Project. The Company shall have no liability in this regard. The Agency shall continue with the services for a period of 12 months post the communication of intention of the Company to terminate the contract.	II. We cannot accept to compensate to BOB for expenses incurred. III. Need further clarity for the highlighted sentence.		Agreed	MSL Group
7	9.8., 9.11, 9.12	Inspection of Records, Visitorial Rights and Monitoring and Audit	Company has the right to audit our premises and records.	We are OK with Audit rights to Company but will need to add the following clause as per our Group guidelines.		Agreed	MSL Group

8				"Under no circumstances will Company have access to the Agency's General Ledger information, Agency overhead or profitability data or to payroll, salary or bonus information, or timecards or other employee, personnel, and/or individual compensation records, or information indicating the date of payment by Agency of third party invoices, or internal or external Agency correspondence or communications regarding the keeping of the Agency's other client's records or regarding any other client audit."			MSL Group
9	9.14	Force Majeure	This cause is one-sided in favour of the Company.	Force Majeure clause should be made mutual		Agreed	MSL Group
10	9.2	Violation of terms	The right for injunction/restraining order/ specific performance is one-sided in favour of the Company.	Clause 9.20 Violation of terms should be made mutual		Agreed	MSL Group
11	9.22 (c)	Service Level Agreement (SLA) and Non-Disclosure Agreement	The stamp duty with regards to these documents will be borne by the Agency.	The stamp duty should be solely born by BOB Financial Services		Agreed	MSL Group
12	9.23	Liquidated damages and penalty	Penalty for non-performance of the agreement within the timelines by the Agency – 0.5% of the entire project/TCO (Total cost of ownership) per week of delay or non-compliance. The maximum penalty amount shall not exceed 10% of the total contract value.	All the activities shall be based on client's instructions and approvals at all times and hence we cannot accept liquidated damages provisions		Only in case of non performance penalty will be charged, While we are aware that BFSL shall be instructing and giving approvals. Penalty will be levied if the same is not followed by vendor.	MSL Group