

Addendum in Clauses of RFP

[A] Important Dates:

#	Particulars	Timeline
5	Last Date of Submission of RFP Response (Closing Date)	3:00 PM on 23.12.2022 Mode: Online URL:https://www.tenderwizard.com/BOB
6	Eligibility and Technical Bid Opening Date	4:00 PM on 23.12.2022 Mode: Online on URL: https://www.tenderwizard.com/BOB <ul style="list-style-type: none"> ○ The meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams). ○ Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting on rfp.it.procurement@bankofbaroda.com id after RFP submission time is over.

S.N.	Clause in RFP	Clarifications/ Changes made
Annexure - 02: Evaluation Terms		
1.Evaluation Process		
A. Eligibility Bid Evaluation		
1	D.1 Experience & Support Infrastructure The bidder should have been in operation for last 5 years and should be in the business of proposed solution in India for last three years as on RFP date.	D.1 Experience & Support Infrastructure The bidder / OEM should have been in operation for last 5 years and should be in the business of proposed solution in India for last three years as on RFP date.
2	D.2 Experience & Support Infrastructure The proposed solution for Cheque Automated Signature Verification must have been implemented by respective bidder at least in a Bank in India having business mix (Deposits + Advances) of 1,00,000 crore and above during last three years as on RFP date.	D.2 Experience & Support Infrastructure The proposed solution for Cheque Automated Signature Verification must have been implemented by respective bidder / OEM at least in a Bank in India having business mix (Deposits + Advances) of 1,00,000 crore and above during last three years as on RFP date.

S.N.	Clause in RFP	Clarifications/ Changes made
	This implementation should be on Software-As-A-Service model (SaaS) in line with scope of this RFP.	This implementation should be on Software-As-A-Service model (SaaS) in line with scope of this RFP.

Clarification of Pre-bid queries is enclosed as part this Addendum as per ‘Annexure A’.

All other Terms & Conditions are same as per our RFP no. BCC:IT:PROC:114:45 dated 10th November 2022 for Selection of Service Provider for Automatic Cheque Signature Verification Solution.

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Annexure-A
Prebid queries response as part of Addendum 1 Dated 12.12.2022
Bank's clarification on Prebid Queries from Prospective Bidders for RFP- Automatic Cheque Signature Verification Solution,
RFP No. BCC.IT:PROC:114:45 Dated 10th November 2022

S.No.	Point/Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
1	Eligibility Bid Evaluation-Point1	The bidder should have been in operation for last 5 years and should be in the business of proposed solution in India for last three years as on RFP date.	The bidder / OEM should have been in operation for last 5 years and should be in the business of proposed / Similar solution in India for last Five years as on RFP date.	Published as part of addendum 1.
2	Eligibility Bid Evaluation-Point 2	The proposed solution for Cheque Automated Signature Verification must have been implemented by respective bidder at least in a Bank in India having business mix (Deposits + Advances) of 1,00,000 crore and above during last three years as on RFP date. This implementation should be on Software-As-A-Service model (SaaS) in line with scope of this RFP	The proposed / similar solution for Cheque Automated Signature Verification or Cheaque Trancation Solution must have been implemented by respective bidder / OEM at least in a Bank in India having business mix (Deposits + Advances) of 1,00,000 crore and above during last three years as on RFP date.This implementation should be on Software-As-A-Service model (SaaS) in line with scope of this RFP	Published as part of addendum 1.
3	New query		Bidder request details like minimum number of cheque transactions in a month and what would be year on year growth in next 5 years.	Bank is factoring cheque count of 3 lakh per month in initial phase which will gradually increase on gaining accuracy from solution. This should not be construed as commitment from bank.
4	New query		Bidder request for minimal commit of no. of cheque transaction in a month.	Bank is factoring cheque count of 3 lakh per month in initial phase which will gradually increase on gaining accuracy from solution. This should not be construed as commitment from bank.
5	10	Also the bidder shall comply with the provisions of code of wages, and other labour welfare legislations, in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.	In the event that the bidder has to indemnify for any third party losses, we request that the bidder be entitled to defend and settle such matter with prompt notice and cooperation from the Bank.	No change
6	11.3	After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract.	We request that in case of termination and purchase by Bank of solution from a third party, the bidder should be liable for only 5% of the differential amounts which the Bank has spent over and above what was quoted by the bidder.	No change
7	18.23	All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents	We request that any submissions by the bidder which contains the intellectual property of the bidder should not be disclosed to other bidders or any third party. The customer may use such information for evaluation purposes.	No change
8	20	The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision. Service providers have to ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.	We request deletion of this clause altogether. Bidder is prepared to accommodate reasonable audit rights, but requests the inclusion of specific exclusions and clarifications to protect its interests.	No change
9	Annexure 12, 2(21)	The Vendor has to ensure seamless migration of the application and solution after expiry of contract period, if Bank selects another vendor after the contract period or during the contract period due to any reason.	In the event Bank selects another vendor, we request that any kind of migration or transition services be performed by the bidder at additional cost charged by the bidder.	No change
10	Annexure 12, (3.1)	The vendor shall have in place appropriate Incident Management, Business Continuity & disaster recovery policies and procedures which may be reviewed by the Bank for evaluating the best practices.	We request deletion of any language related to disclosure of bidder's business continuity plan in the contract as this is highly commercially sensitive information to bidder and cannot be disclosed.	No change
11	Annexure 12, (16)	Penalty	We request that the penalty be capped to 3% of the total contract value, wherever applicable, be recovered at the end of the contract and not from the payments against the invoices.	No change

12	Annexure 19, 12	The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of: <input type="checkbox"/> breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or	We request deletion of this sub-clause as the same is not resulting in a third party claim which would require indemnification and indemnification shall be limited to only third party breaches. Further, in the event that the bidder has to indemnify for any third party losses, we request that the bidder be entitled to defend and settle such matter with prompt notice and cooperation from the Bank.	No change
13	Annexure 19, 15	Termination	We request that any termination hereunder be done only for material breach and not for any other breach. In case of termination, the bidder shall be paid for all services provided and all invoices raised till the date of termination. Further, if the balance contract is executed by another party of Bank's choice, we request that the bidder be liable for only 5% of the difference between the bidder's pricing and the differential amount spent by the Bank.	No change
14	Annexure 19, 18	Audit	We request deletion of this clause altogether. Bidder is prepared to accommodate reasonable audit rights, but requests the inclusion of specific exclusions and clarifications to protect its interests. Further, in case of a successful bid, we request that the bidder be entitled to add this bid as a credential for future bids without the prior written consent of the Bank.	No change
15	Annexure 19, 19	Limitation of Liability	We request that the maximum aggregate liability of bidder under this contract be capped to 3% of the total contract value.	No change
16	Annexure 19, 25	The Service Provider 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 Service Provider's employees, agents, contractors, subcontractors, etc.	in the event that the bidder has to indemnify for any third party losses, we request that the bidder be entitled to defend and settle such matter with prompt notice and cooperation from the Bank.	No change
17	2	The detail scope of work is mentioned in the Annexure 12. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract	We request that any changes/modification made to the scope of work be on the mutually agreed terms between the parties.	Any regulator related changes must be implemented.
18	7.1	The successful bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 17 to the extent of 3% of the total order value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations	We request that the validity period be the end of the contract period.	No change
19	7.2	In the event of non-performance of obligation or failure to meet terms of this Tender, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the bidder.	We request that the Performance Guarantee be invoked only upon termination of the contract.	No change
20	7.3	The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.	We request that any dues be recovered at the end of the contract and not from payment against the invoices.	No change
21	17(d)	d) Visit the place of work of the bidder.	We request any form of visit is scheduled upon 15 days written notice to the bidder. The visit/access shall be limited to only sites which is required for the purpose of this Agreement.	will be discussed with successful bidder
22	17(e)	e) Conduct an audit of the services provided by the bidder.	We request deletion of this clause altogether. Bidder is prepared to accommodate reasonable audit rights, but requests the inclusion of specific exclusions and clarifications to protect its interests. Further, in case of a successful bid, we request that the bidder be entitled to add this bid as a credential for future bids without the prior written consent of the Bank.	will be discussed with successful bidder
23	17(g)	g) Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.	We request that any revisions be notified to the bidder.	Yes, will be notified through addendum / clarifications as per RFP terms.
24	18.24	All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.	We request that the bid validity period be reduced to 60 days as the solutions are dynamic and the price, technical aspects etc. would vary during the same period.	No change

25	18.35	If any services, functions or responsibilities not specifically described in this RFP are inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.	We request that the bidder may provide only the services which is explicitly mentioned under the scope of this RFP. Any services not explicitly mentioned in the cope of work shall be at additional cost charged by the bidder.	Additional, any regulator related changes must be implemented without additional changes.
26	d	The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.	We request that the offer acceptance period be reduced to 60 days as the solutions are dynamic and the price, technical aspects etc. would vary during the same period.	No change
27	Annexure 06	Bid Security Form	We request that the Bank Guarantee be invoked only upon material breach of the contract. Further, the bidder agrees to indemnify only for third party claims and in the event that the bidder has to indemnify for any third party losses, we request that the bidder be entitled to defend and settle such matter with prompt notice and cooperation from the Bank. Separately, in case of any breach we request the bidder be granted with 30 days cure period to remedy the breach. With regard to the validity period of the Bank Guarantee, we suggest the validity period to be the end of the contract period.	No change
28	Annexure 07 (4)	Undertaking from the Bidder - We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.	We request that the offer acceptance period be reduced to 60 days as the solutions are dynamic and the price, technical aspects etc. would vary during the same period.	No change
29	Annexure 12, 1(d)	Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.	We request that the bidder may provide only the services which is explicitly mentioned under the scope of this RFP. Any services not explicitly mentioned in the cope of work shall be at additional cost charged by the bidder.	Additional, any regulator related changes must be implemented without additional changes.
30	Annexure 12, 2(15)	The solution must benchmark with the market if desired by the Bank.	We request deletion of this language and any language relating to benchmarking in this contract altogether considering the scope, type of work benchmarking is not appropriate for this contract.	No change
31	Annexure 12, 2(31)	Test & Training: Exclusive Test & Training environment should be made available to the Bank other than the production environment.	We request that any training services provided to the officials of the Bank shall be additional cost charged by the bidder.	No change
32	Annexure 12, (3.20)	In event of a step in, existing vendor will have to provide any handholding support required by new appointed vendor.	In the event Bank selects another vendor, we request that any kind of migration or transition services be performed by the bidder at additional cost charged by the bidder.	No change
33	Annexure 12, (3.28)	Monitoring and Audit	We request deletion of this clause altogether. Bidder is prepared to accommodate reasonable audit rights, but requests the inclusion of specific exclusions and clarifications to protect its interests. Further, in case of a successful bid, we request that the Bidder be entitled to add this bid as a credential for future bids without the prior written consent of the Bank.	No change
34	Annexure 12, (6)	o Entire work specified in this RFP shall be carried out on Turnkey basis. o As the contract is on Turnkey solution basis, any other miscellaneous requirements related to the scope described in the RFP or extra work required to be performed due to existing structure limitation shall be provided by the successful bidder even if those items are not mentioned explicitly in this RFP.	We request that the bidder may provide only the services which is explicitly mentioned under the scope of this RFP. Any services not explicitly mentioned in the cope of work shall be at additional cost charged by the bidder.	Additional, any regulator related changes must be implemented without additional changes.
35	Annexure 12, (12)	The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.	In such event, we request that the bidder be liable for only 5% of the difference between the bidder's pricing and the differential amount spent by the Bank.	No change
36	Annexure 12, (19)	Handover Services	We request that any kind of transition or handover services be performed by the bidder at additional cost charged by the bidder.	No change

37	Annexure 17	Performance Guarantee	We request that the Bank Guarantee be invoked only upon material breach of the contract. Further, the bidder agrees to indemnify only for third party claims and in the event that the bidder has to indemnify for any third party losses, we request that the bidder be entitled to defend and settle such matter with prompt notice and cooperation from the Bank. Separately, in case of any breach we request the bidder be granted with 30 days cure period to remedy the breach. With regard to the validity period of the Bank Guarantee, we suggest the validity period to be the end of the contract period.	No change
38	Annexure 19, 9	Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered. The provisions of this Clause shall survive the termination of this Agreement.	We request deletion of this language altogether. Bidder does not agree to general withholding or set-off rights, however Bank may withhold payment of invoiced amounts which are the subject of a bona fide dispute prior to the due date of the invoice, subject to the dispute process or a predefined process, provided that Bank pays all undisputed amounts.	No change
1	[A] Important Dates, Serial Number 9, Bid Security / EMD (Earnest Money Deposit)	Bid Security / EMD (Earnest Money Deposit) : Rs 20,00,000 Lakh	Need to discuss this. Request to reduce the amount of EMD.	No change
2	3. Introduction, Contract Period	The bank shall enter in to an agreement with the selected bidder for a period starting from date of the Purchase Order till -03- years from the Go-Live Sign-off date given by Bank officials.	As the consumption will start from Day 1 of starting the services for hosting the application and data, need to discuss.	will be discussed with successful bidder
3	Annexure 02 - Evaluation Term, Experience & Support Infrastructure	The proposed solution for Cheque Automated Signature Verification must have been implemented by respective bidder at least in a Bank in India having business mix (Deposits + Advances) of 1,00,000 crore and above during last three years as on RFP date. This implementation should be on Software-As-A-Service model (SaaS) in line with scope of this RFP.	Need to discuss as this may require custom development	No change
4	Commercial Bids Terms	The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.	The pricing is provided by the OEM publicly on their pricing calculator and may change. Need discussion on the same.	No change
1	C-4	Proposed Cloud Service Provider (CSP) should have DC & DR in India in 2 different seismic zone and both the Data centres should be operational from atleast 6 months (from the date of bid submission).	Proposed Cloud Service Provider (CSP) should have DC & DR in India in 2 different seismic zone and both the Data centers should be operational from atleast 6 months (from the date of bid submission). Both Cloud regions (DC & DR) should have more than 1 Availability zones to support Multi-Availability Zone architecture (N+1 Architecture) in both the regions.	No change
2	C-4		Both the cloud regions (DC & DR) should have Ministry of Electronics & Information Technology (MeitY) certifications at the time of bid submission	covered under regulation.