

RFP for Empanelment of Partners for implementation of AI / Generative AI use cases. RFP no. BCC:IT: PROC:116:11 dated 26th July 2024

Addendum2 dated 05th November 2024

Clause in RFP

Sr. No.	Clause in RFP	Clarifications/ Changes made
	A. Eligibility Bid Evaluation	
	B. Financial	
1	The Bidder must have registered average annual turnover of Rs. 20 Crores or above during the last three completed financial years – 2020-21, 2021- 22 and 2022-23 (Not inclusive of the turnover of associate companies). Below clause is applicable for bidders who fall under the category of Micro & Small Enterprise (MSEs) or Start-ups (Necessary valid documentary proof certifying the bidder as an MSE or Start-up needs to be submitted by the bidder).	The Bidder must have registered average annual turnover of Rs. 20 Crores or above during the last three completed financial years – 2021-22, 2022-23 and 2023-24* (Not inclusive of the turnover of associate companies). Below clause is applicable for bidders who fall under the category of Micro & Small Enterprise (MSEs) or Start-ups (Necessary valid documentary proof certifying the bidder as an MSE or Start-up needs to be submitted by the bidder).
	The Bidder must have registered average annual turnover of Rs. 7 Crore or above during the last three completed financial years – 2020-21, 2021-22 & 2022-23 (Not inclusive of the turnover of associate companies).	The Bidder must have registered average annual turnover of Rs. 4 Crore or above during the last three completed financial years – 2021-22, 2022-23 and 2023-24 * (Not inclusive of the turnover of associate companies).
		* If 2023-24 Financial Statements is unaudited then Bank would consider the Audited Financial Statements of 2020-21 along with an undertaking letter from the bidder that the 2023-24 Statements are not audited.
2	The Bidder must be Net profit-making entity continuously for the last three years i.e. financial years – 2020-21, 2021-22 and 2022-23	The Bidder must be Net profit-making entity continuously for the last three years i.e. financial years – 2021-22 , 2022-23 and 2023-24 *
	OR	OR
	The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.	The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.
		* If 2023-24 Financial Statements is unaudited then Bank would consider the Audited Financial Statements of 2020-21 along with an undertaking letter from the bidder that the 2023-24 Statements are not audited.
	C. Experience & Support Infrastructure	
1	The bidder should have at least 10 years of provable deep-tech experience in Artificial	The bidder should have at least 4 years of provable deep-tech experience in Artificial



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2	Intelligence, Machine Learning, and Advanced Data Analytics. The bidder should have Implemented enterprise- wide solution / use cases of Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen AI in at least 5 BFSI (India / Global) in last 3 financial years. Documents Required: Purchase Order / Contract Document / Customer Credentials along with self-certified letter on the bidder letter head clearly mentioning the complete customer details like organization name, address, contact id, contact no. etc.	Intelligence or Machine Learning, or Advanced Data Analytics. Documents Required: Purchase Order / Contract Document / Customer Credentials / Patent / Research Paper. The bidder should have Implemented enterprise- wide solution / use cases of Artificial Intelligence / Machine Learning / Advanced Data Analytics / Gen Al in at least 3 Organizations (India / Global), with at least one of these implementations in the BFSI sector, within the last five financial years. Documents Required: Purchase Order / Contract Document / Customer Credentials along with self-certified letter on the bidder letter head clearly mentioning	
	9 Exemption for EMD amount	 the complete customer details like organization name, address, contact id, contact no. etc. 9. Exemption for EMD amount 	
	9. Exemption for EMD amount Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSEs) / Start-ups. The bidders who are MSE have to submit necessary document issued by NSIC and the bidders who are start-ups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" (Annexure 06) accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the period of 6 months. MSE/Start-up firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption.	to bidders, who are Micro and Small Enterprises (MSEs) / Start-ups. The bidders who are MSE have to submit necessary document issued by NSIC and the bidders who are start-ups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP/Udyam Certificate which are valid on last date of submission of the tender documents along with "Bid Security Declaration" (Annexure 06) accepting that if they withdraw or modify their bids during period of validity etc., they will be	
	B. Technical Bid Evaluation		
	The vendor needs to achieve a cut – off score of 80 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut –	The vendor needs to achieve a cut – off score of 75 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut –	



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off scores would be short-listed empanelment.	d for	off scores would be short-listed empanelment.	for
Technical Proposal will be evaluate technical suitability and the criteria evaluation of technical bids are as under	a for	Technical Proposal will be evaluated technical suitability and the criteria evaluation of technical bids are as under:	for
Evaluation Parameters	Max Score	Evaluation Parameters	Max Score
Total number of distinct use cases implemented in BFSI (India / Global) in last 5 years: Artificial Intelligence / Machine Learning / Data Lake: For each unique use case implementation 0.5 marks will be awarded. (max 30 Use cases) Generative AI: For each unique use case implementation 1.5 marks will be awarded. (max 10 Use Cases) (Documents required: Copy of the Credential / reference Letter or Purchase order or email Confirmation or SoW certifying relevant criteria)	30	Total number of distinct use cases implemented in BFSI (India / Global) in last 5 years: Artificial Intelligence / Machine Learning / Data Lake: For each unique use case implementation 1.5 marks will be awarded. (max 10 Use cases) Generative AI: For each unique use case implementation 5 marks will be awarded. (max 3 Use Cases) (Documents required: Copy of the Credential / reference Letter or Purchase order or email Confirmation or SoW certifying relevant criteria)	30
Total No. of Skilled Employees / Resources specialized in Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen Al: • 50 to 74 Employees - 5 Marks • 75 to 99 Employees - 10 Marks • 100 or More Employees - 15 Marks (Documentary proof : Undertaking from authorized signatory of bidders in their letterhead to be submitted by mentioning details of name, qualification of professionals, certifying relevant criteria.) Technical Proposal & Presentation:	15	Total No. of Skilled Employees / Resources specialized in Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen Al: • 10 to 49 Employees - 6 Marks • 50 to 74 Employees - 9 Marks • 75 to 99 Employees - 12 Marks • 100 or More Employees - 15 Marks (Documentary proof : Undertaking from authorized signatory of bidders in their letterhead to be submitted by mentioning details of name, qualification of professionals, certifying relevant criteria)	15
 Understanding of Requirement methodology and approach, Case studies & use cases using AI & Gen AI technologies Proposed roadmap for use case implementation using AI & Gen AI Proposed AI framework aspects related to data security, AI governance and critical factors such as responsible and explainable AI etc. Proposed approach for optimizing TCO & performance for different category of the use cases. Value proposition of use cases Patents / publications (top ranked) by the Bidder in the area of AI/ Gen AI Exposure to various AI frameworks, models and technologies including open source and cloud base. 	40	 certifying relevant criteria.) Technical Proposal & Presentation: Understanding of Requirement methodology and approach, Case studies & use cases using AI & Gen AI technologies Proposed roadmap for use case implementation using AI & Gen AI Proposed AI framework aspects related to data security, AI governance and critical factors such as responsible and explainable AI etc. Proposed approach for optimizing TCO & performance for different category of the use cases. Value proposition of use cases Patents / publications (top ranked) by the Bidder in the area of AI/ Gen AI Exposure to various AI frameworks, models and technologies including open source and cloud 	40
Client Citation to demonstrate the capability in the area of AI & Gen AI (Max 2)	15	base. Client Citation to demonstrate the capability in the area of	15
Total	100	AI / Gen AI (Per citation 7.5 marks (Maximum 2 Citation)) Total	
The vendor should present and demon the proposed solution which will be eval			100



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on functional requirement given in the RFP. Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary. In case there is only one bidder having a technical score of 80% or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such bidder. In case none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 80%, then the Bank, at its sole discretion, may qualify two bidders based on the top two scores. However, the Bank at its discretion may reject the proposal of the Bidder or will not consider bidder could not present or demonstrate the proposal or in case the responses received from the customer contacts / site visits are negative or the proposed service/projects/solution does not meet the Bank's functional and technical requirement.

All other Terms & Conditions are same as per our RFP no. BCC:IT: PROC:116:11 dated 26th July 2024 for Empanelment of Partners for implementation of AI / Generative AI use cases.

Sr. No.	Page #	Point / Section #	Category (Eligibility/Scope/Com mercial/Legal/General)	Clarification points as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
1	26	C-1	Experience & Support Infrastructure	The bidder should have at least 10 years of provable deep-tech experience in Artificial Intelligence, Machine Learning, and Advanced Data Analytics.		Please refer to the RFP and subsequent addendum
2	2	8	Bid Security (Earnest Money Deposit)	Rs. 25,00,000/- (Rupees Twenty Five Lakh Only) (MSE / Startups and others will be exempted from EMD submission as per Govt. of India and/or GeM guidelines)	The amount is slightly higher for smaller companies and directly impacts their cash flow. We kindly request you to consider reducing it.	No Change
3	9	Point no. 9	Exemption for EMD amount	MSEs and Start-ups can get an EMD exemption by submitting valid NSIC/DIPP registration certificates and a "Bid Security Declaration		
4	13	19. Dispute Resolution	General	If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively. If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.	look at amicably resolving the issue and need not refer dispute to senior bank official. After attempt to amicably resolve dispute, it should be referred straight to arbitration. Arbitration to be conducted by sole arbitrator only, panel or arbitrators is more time consuming.	
5	26	Experience & Support Infrastructure	Eligibility	The bidder should have Implemented enterprise-wide solution / use cases of Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen Al in at least 5 BFSI (India / Global) in last 3 financial years.	the use cases to be across different industries.	Please refer to the RFP and subsequent addendum
6	26	Experience & Support Infrastructure	Eligibility	The bidder should have at least 10 years of provable deep-tech experience in Artificial Intelligence, Machine Learning, and Advanced Data Analytics.		Please refer to the RFP and subsequent addendum
7	26	Annexure 02 – Bid Evaluation Terms	Eligiblity	Bidder should be able to provide onsite resources at Mumbai and Hyderabad whenever required by the Bank.		Only confirmation required by bidders
8	28	Technical Bid Evaluation	NA	In case there is only one bidder having a technical score of 80% or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such bidder.	technical evaluation. Currently, it is at	Please refer to the RFP and subsequent addendum
9	28	Technical Bid Evaluation	NA	Client Citation to demonstrate the capability in the area of AI & Gen AI (Max 2)	Either of Al/Gen Al are ok ?	Please refer to the RFP and subsequent addendum
10	26	Section C	Eligibility Criteria	The bidder should have at least 10 years of provable deep-tech experience in Artificial Intelligence, Machine Learning, and Advanced Data Analytics.		Please refer to the RFP and subsequent addendum

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11	26	Section C	Eligibility Criteria	The bidder should have Implemented enterprise-wide solution / use cases of Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen Al in at least 5 BFSI (India / Global) in last 3 financial years.	The bidder should have Implemented enterprise-	Please refer to the RFP and subsequent addendum
12	26	Section C	Eligibility Criteria	Bidder should be able to provide onsite resources at Mumbai and Hyderabad whenever required by the Bank.	resources for the project implementation.	No Change
13	27	Evaluation Parameters	Eligibility Criteria	Total number of distinct use cases implemented in BFSI (India / Global) in last 5 years:	We request to revise the clause to: Total number of distinct use cases implemented in Government organisation in last 5 years: Artificial Intelligence / Machine Learning / Data Lake: For each unique use case implementation 0.5 marks will be awarded. (max 30 Use cases) Generative AI: For each unique use case implementation 1.5 marks will be awarded. (max 10 Use Cases) (Documents required: Copy of the Credential / reference Letter or Purchase order or email Confirmation or SoW certifying relevant criteria)	Please refer to the RFP and subsequent addendum
14	26	C: Experience & Support Infrastructure, point 2	Eligibility	Purchase Order / Contract Document / Customer Credentials along with self-certified letter on the bidder letter head clearly mentioning the complete customer details like organization name, address, contact id, contact no. etc.	Credentials. We are assuming that a Credential is a self certified document on bidder letter head	Customer Credential means Letter of confirmation from customer / Purchase Order.
15	27	Evaluation Parameters	Eligibility	(Documents required: Copy of the Credential / reference Letter or Purchase order or email Confirmation or SoW certifying relevant criteria)		Customer Credential means Letter of confirmation from customer / Purchase Order.
16	22	Annexure 01 -Guidelines for bid submission details	General	Executive Technical Summary – Detailed Project proposal with execution plan, Data sheet of the product offered along with Bill of Materials, Escalation Matrix etc.	execution plan, Data sheeet of product offered, and	

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17	9	Bid Security / Earnest Money Deposit (EMD)	General	The EMD of unsuccessful bidders will be returned to them on completion of the procurement process.	Please confirm what completion of procurement process entails. Given this is an empanelment process, and given our understanding that Commercial Bids for empaneled vendors can be called "as and when" desired by the Bank, the procurement process may be ongoing throughout the empanelment period if the Bank desires to release work orders for GenAI use cases in tranches. In such cases, it will not be possible to determine whether an empaneled bidder is successful or unsuccessful, as multiple bids may be solicited thorughout the empanelment period. Please clarify.	RFP process is completed.
18	25	B. Financial	Eligibility	The Bidder must have registered average annual turnover of Rs. 20 Crores or above during the last three completed financial years – 2020-21, 2021-22 and 2022-23 (Not inclusive of the turnover of associate companies).	The Bidder must have registered average annual	Please refer to the RFP and subsequent addendum
19	26	C. Experience & Support Infrastructure Point 2	Eligibility	The bidder should have Implemented enterprise-wide solution / use cases of Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen Al in at least 5 BFSI (India / Global) in last 3 financial years.	implementation projects and milestone based sign	Please refer to the RFP and subsequent addendum
20	26	C. Experience & Support Infrastructure Point 2	Eligibility	The bidder should have Implemented enterprise-wide solution / use cases of Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen Al in at least 5 BFSI (India / Global) in last 3 financial years.	years.	Please refer to the RFP and subsequent addendum
21	26	C. Experience & Support Infrastructure Point 2	Eligibility	The bidder should have Implemented enterprise-wide solution / use cases of Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen AI in at least 5 BFSI (India / Global) in last 3 financial years.	Global) references.	Please refer to the RFP and subsequent addendum
22	27	B. Technical Bid Evaluation	Eligibility	Total number of distinct use cases implemented in BFSI (India / Global) in last 5 years:	Bidder request bank to consider under implementation projects and milestone based sign off.	Please refer to the RFP and subsequent addendum
23	27	B. Technical Bid Evaluation	Eligibility	Total number of distinct use cases implemented in BFSI (India / Global) in last 5 years:	Bidder request bank to consider project of last 10 years.	Please refer to the RFP and subsequent addendum
24	27	B. Technical Bid Evaluation	Eligibility	Artificial Intelligence / Machine Learning / Data Lake: For each unique use case implementation 0.5 marks will be awarded. (max 30 Use cases)		Please refer to the RFP and subsequent addendum

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25	46	Annexure 11 – Project Scope	Scope	The Bank has created a petabyte-scale data lake to support these initiatives.		This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details at the time of seeking commercials. Infrastructure requirements will be taken care by the Bank.
26	46	Annexure 11 – Project Scope	Scope	In addition, the Bank has set up an advanced AI and generative AI workbench with the necessary infrastructure for rapid experimentation and deployment of use cases and products.	science workbench platform. (OEM name, capabilities)	implementing Al/Generative AI use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details at the time of seeking commercials. Infrastructure requirements will be taken care by the Bank.
27	46	Annexure 11 – Project Scope	Scope	To further expedite the AI and generative AI journey, the bank aims to empanel a small, carefully curated group of specialized vendor partners.		During the empanelment period, the Bank will request commercial proposals from empaneled vendors based on specific requirements or scope of work. The successful bidder will then be responsible for executing the given requirement.
28	46	Annexure 11 – Project Scope	Scope		expected on premises or cloud. Further is bank open to usage of cloud based LLM models?	Deployment can be either on-premise or in the cloud, depending on the Bank's requirements, which may vary on a case-by-case basis. The requireement will be shared at the time of seeking commercials.
29	46	Annexure 11 – Project Scope	Scope	Hyper-personalized new product, new service design for customers or segments	Is customer 360 available with the bank?	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details at the time of seeking commercials. Infrastructure requirements will be taken care by the Bank.
30	46	Annexure 11 – Project Scope	Scope	While the bank has developed multiple AI use cases and selected use cases using generative AI technology, it is eager to extend these capabilities to other areas across its operations.		This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details at the time of seeking commercials. Infrastructure requirements will be taken care by the Bank.
31	46	Annexure 11 – Project Scope	Scope	Bank Workflow & Co-Pilot	Please specify what is expected in bank workflow?	This RFP is for the empanelment of partners for implementing Al/Generative AI use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details at the time of seeking commercials. Infrastructure requirements will be taken care by the Bank.
32	46	Annexure 11 – Project Scope	Scope	Generic	departments of the bank as well as customer	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details at the time of seeking commercials. Infrastructure requirements will be taken care by the Bank.

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33	46	Annexure 11 – Project Scope	Scope	Generic	leverage for the project?	This RFP focuses primarily on services, where bidders are required to develop use cases for the Bank. However, all infrastructure and technology stack will be managed by the Bank.
34	46	Annexure 11 – Project Scope	Scope	Generic	expecting the use cases to be implemented.	The empanelment period is of 5 Years. During the empanelment period, the Bank will request commercial proposals from empaneled vendors based on specific requirements or scope of work
35	60	Section 11, RFP	Legal	Performance Guarantee	Bidder request Performance Gaurantee to be kept to 3% of contract value and to be paid on a year by year basis	
36	12	Section 16, RFP	Legal	Compliance with Laws	Bidder request to clarify and call out all applicable and relevant laws that the Bidder should be complying with, other than labour laws	
37	12	Section 17+B10, RFP	Legal	Termination + Risk purchase -Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.After the award of the contract, it 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.	Bidder request to insert termination for r convenience for both parties of 90 days. We also request termination right for Bidder for non- payments by Bank. Further, request to include notice period to cure the breach prior to order cancellation / termination. Also request to keep risk purchase to 10% of undelivered deliverables.	

Sr. No.	Page #		Category (Eligibility/Scope/Com mercial/Legal/General)	Clarification points as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
38		Section 8, Integrity Pact, Annexure -17 and Section 24, SLA and NDA format Annexure 18		Audit and Independent external monitors	Bidder request that: Auditors shall NOT be given access to: 1.Any information not related to the Services; 2.Bidder locations/premises (or portions thereof) that are not related to the Services; or 3.Bidder records or documents relating to the make up of Bidder's internal overhead calculations or direct costs, their relationship to the service charges, any financial cost model, calculation of service charges or Bidder's profitability; or 4. Internal Bidder audit reports, or any summaries thereof. We require Independent Monitors to: 1. provide Bidder with at least thirty (10) days notice of its requirement for an Audit allowed once in a year, with such notice describing the issue(s) that will be the subject of the audit; 2. be subject to Bidder site/premises security obligations and have their access controlled/monitored by Bidder; 3. pay all Bidder costs associated with the audit at current time and material rates and submit any requests for Bidder of shall: 1. not be a competitor of Bidder or a third party in dispute / conflict with Bidder; 2. execute a confidentiality agreement acceptable to Bidder; 3. be independent.	
39	47	Annexure 12, RFP	Legal	Service Levels		No Change. Please refer to the RFP. Delivery Timelines and SLA requirement will be shared at the time of requirement sharing and seeking commercials.
40	16	Section 25.9, RFP	Legal	Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document		No Change
41	16	Section 25.11, RFP	Legal	The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.		No Change
42	64	Section 15, Annexure 23, SLA and NDA format Annexure 18	Legal	Set Off-Without prejudice to other rights and remedies available to the 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	to penalties and shall be set off against any invoices under this project only.	No Change

Sr. No.	Page #	Point / Section #	(Eligibility/Scope/Com	Clarification points as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
			mercial/Legal/General)			
43	67	Section 18, Annexure 23, SLA and NDA format Annexure 18		 Bank's authorized / bona fide use of the Deliverable and /or the Services provided by Service Provider under this Agreement; and/or an act or omission of the Service Provider and/or it employees, agents, subcontractors in performance of the obligations under this Agreement; and/or claims made by employees or subcontractors of 	the following: "The Indemnifying Party ("Bidder") shall defend (settle and/or pay damages awarded by the court) the Indemnified Party against any third party claims arising from the following: a. Claims for loss or damage to third party tangible property; b. claim by any person in respect of bodily injury or death; c. claims by any third party in respect of any IP infringement; brought against or recovered from Indemnified Party by reasons of any act or omission of the Indemnifying Party, his agents or employees in the performance of the contractual obligation." We request removal of indemnity clause from NDA.	
44		Section 21, Annexure 23, SLA and NDA format Annexure 18		if service provider: breaches any of its obligations set forth in this	assistance. Request to insert termination for convenience for both parties of 90 days. We also request termination right for Bidder for non- payments by customer. Further, request to include longer notice period to cure the breach prior to order cancellation / termination (30 days atleast). Also request to keep risk purchase to 10% of	

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45		Section 19, Annexure 23, SLA and NDA format Annexure 18		Property Rights -Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.	intellectual property will occur. Customer grants to us a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for us and our designees to perform the ordered services. If deliverables are created by us	
46		Section 25, Annexure 23, SLA and NDA format Annexure 18	°	Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.	we propose that Bidder will be liable only for direct damages as set out under this clause.	
47		Section 25, Annexure 23, SLA and NDA format Annexure 18		However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	obligations from unlimited liability.	No Change
48		Section 30, Annexure 23, SLA and NDA format Annexure 18		The Service Provider, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.	to 2 years post termination / expiry of engagement	No Change

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49	74/62	Section 32, Annexure 23, SLA and NDA format Annexure 18	Legal	Force Majeure- The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, 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. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war. If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Service Provider's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Service Provider shall hold consultations in an endeavor to find a solution to the problem.	Service Provdier up to the date of suspension of	
50	73	Section 28, RFP	Legal	Subcontracting	Bidder request to relax this clause	No Change
51	10	12. Payment Terms	Commercial	Corporate Office will place the orders and deployment of application will be at the offices as mentioned at the time of requirement raised by the Bank. The successful vendor shall make necessary arrangements for processing the purchase orders. The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the empanelled vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item.	Bidder request to allow dicussion on the payment terms during commmericial quotes stage	IND Unlange

Sr. No.	Page #	Point / Section #	Category (Eligibility/Scope/Com mercial/Legal/General)	Clarification points as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
52	10	12. Payment Terms	Commercial	The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices.	Bidder request to release the payment within 30days of invoice date	No Change Please refer to the RFP. The payment schedule will be shared at the time commercial quotes are invited by the Bank.
53	11	1. Right to Alter Quantities	Commercial	The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities/items	limited to 10% with the same price and if the addition is more than 10%, bidder request to have a mutual discussion on pricing	No Change
54	27	B. Technical Bid Evaluation	Eligibility	The vendor needs to achieve a cut – off score of 80 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 for empanelment.	marks.	Please refer to the RFP and subsequent addendum
55	26	C. Experience & Support Infrastructure	Eligibility	 The bidder should have at least 10 years of provable deep-tech experience in Artificial Intelligence, Machine Learning, and Advanced Data Analytics. 		Please refer to the RFP and subsequent addendum
56	26	C. Experience & Support Infrastructure	Eligibility	 The bidder should have Implemented enterprise- wide solution / use cases of Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen Al in at least 5 BFSI (India / Global) in last 3 financial years. 	in respective geographies. Could you please confirm if the PO/Credentials issued in the name of	
57	27	B. Technical Bid Evaluation	Eligibility	The vendor needs to achieve a cut – off score of 80 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 for empanelment.	marks	Please refer to the RFP and subsequent addendum
58	NA	NA	General	NA	solutions? Whether they will be hosted on Bank's	Deployment can be either on-premise or in the cloud, depending on the Bank's requirements, which may vary on a case-by-case basis. This RFP focuses primarily on services, where bidders are required to develop use cases for the Bank. However, all infrastructure and technology stack will be managed by the Bank.
59	26	Annexure 02 – Bid Evaluation Terms A.Eligibility Bid Evaluation /Experience & Support Infrastructure	Eligibility	 What specific types of documentary proof does the bank consider acceptable or preferable to demonstrate the 10 years of deep-tech experience in AI, ML, and Advanced Data Analytics? Are there any particular formats or authentication requirements for these documents that we should be aware of? 		Please refer to the RFP and subsequent addendum

Sr. No.	Page #	Point / Section #	Category (Eligibility/Scope/Com mercial/Legal/General)	Clarification points as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
60	27	Annexure 02 – Bid Evaluation Terms B.Technical Bid Evaluation / Evaluation Parameters	Eligibility	 For the required documents, is there a preferred format or specific information that must be included in the credential letters, purchase orders, or email confirmations? 		Please refer to the RFP and subsequent addendum
61	27	Annexure 02 – Bid Evaluation Terms B.Technical Bid Evaluation / Technical Proposal & Presentation	Eligibility	 Is there a scoring rubric for the 40 points associated with technical proposal and presentation? Can you give more details about the Al and Genrative Al workbench setup at the bank? 		For Scoring section please refer to Annexure 2 and subsequent addendum. This RFP is for the empanelment of partners for implementing Al/Generative AI use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
62	46	Annexure 11- Project Scope Section - Potential Use Cases of Al/ Generative Al for Bank	Scope	Few indicative opportunites that the bank has listed, is there a priority of implementation that the bank is intrested in?		This RFP is for the empanelment of partners for implementing Al/Generative AI use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
63	46	Annexure 11- Project Scope Section - Potential Use Cases of Al/ Generative Al for Bank	Scope	Is it safe to assume that the data needed for the listed potential use cases is available centrally?		Yes
64	46	Annexure 11- Project Scope Section - Potential Use Cases of Al/ Generative Al for Bank	Scope	For the generative AI use cases being envisaged at the bank, is the bank looking at english as the mode of language or is the expectation to handle multilingual interactions		Bank is expecting to handle multilingual interactions.
65	46	Annexure 11- Project Scope Section - Potential Use Cases of Al/ Generative Al for Bank	Scope	Are there any restrictions on using some foundation models or embedding models. For example - Models should be available in the Indian region, Models should not have been developed by a lab in China etc, Proprietary foundation models should not be used.		This RFP focuses primarily on services, where bidders are required to develop use cases for the Bank. However, all infrastructure and technology stack will be managed by the Bank. The required technical details will be shared at the time of seeking commercials.
66	26	Annexure 02 – Bid Evaluation Terms, section -Eligibility Criteria - Financial point 1	Eligibility	The financial year 2020-21 was significantly impacted by the COVID-19 pandemic, which adversely affected the turnover of many MSEs and Start-ups. As a result, using the turnover data from this period as part of the eligibility criteria may not accurately reflect the current financial health and capabilities of these enterprises.	consider the average annual turnover for the financial years 2021-22 and 2022-23 only. This change would provide a more accurate	Please refer to the RFP and subsequent addendum

Sr. No.	Page #	Point / Section #	Category (Eligibility/Scope/Com mercial/Legal/General)	Clarification points as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
67	26	Annexure 02 – Bid Evaluation Terms, section -Eligibility Criteria - Financial point 2			net worth clauses specifically for MSEs and Start- ups. This adjustment would acknowledge the unique challenges faced by these entities and ensure that innovative and capable MSEs and	
68		Annexure 02 – Bid Evaluation Terms, section -Eligibility Criteria -Technical Bid Evaluation point 1		The adoption of Generative AI use cases by organizations only started in earnest last year. Therefore, presenting 15 use cases of Generative AI within a short span may be challenging and potentially unfair, especially for MSEs and Start-ups. Given the innovative and rapidly evolving nature of AI, ML, and Data Lake technologies, many impactful solutions may not fit neatly into the current use case limits. Additionally, MSEs and Start-ups may find it difficult to meet the criteria of 40 use cases within 5 years due to their smaller scale and shorter operational history.	a single evaluation criterion, allowing for a total of 40 use cases over 5 years. Furthermore, to ensure fairness and inclusivity for MSEs and Start-ups, we suggest adjusting the requirement to 20 use cases over 5 years or 40 use cases over 10 years. Given that AI, ML, Generative AI, and Data Lake implementations are often transferable across domains with retraining and simple adaptations,	
69		Annexure 02 – Bid Evaluation Terms, section -Eligibility Criteria -Technical Bid Evaluation point 2		resources, often outperforming larger companies in specific areas.	structure based on employee numbers. MSEs and Startups: Assign full marks (15 points)	
70		9. Bid Security (Earnest Money Deposit)	Deposit)- 2500000/-	Rs. 25,00,000/- (Rupees Twenty Five Lakh Only) (MSE / Startups and others will be exempted from EMD submission as per Govt. of India and/or GeM guidelines)	In consideration of the clause in General Terms and Conditions of GeM 4.0 (Version 1.13) dated 29th Nov 20239 (Page 16), we understand that the bidder whose annual turnvover is more than INR 500 Crores or more would be exempted from furnishing the bid security EMD of INR 2500000. Kindly confirm our understading is correct.	

Sr. No.	Page #	Point / Section #	Category (Eligibility/Scope/Com mercial/Legal/General)	Clarification points as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
71	22	Annexure 01 - Guidelines for Bid Subimission Details	Details	 Executive Technical Summary – Detailed Project proposal with execution plan, Data sheet of the product offered along with Bill of Materials, Escalation Matrix etc. 	of materials etc. , request you to clarify what is the	
72	22	Annexure 01 - Guidelines for Bid Subimission Details	Guidelines for Bid Subimission Details	6. Undertaking of Information Security (Bidder)	Request bank to clarify as it is not applicable at this stage as per our understading. Please confirm	No Change
73	26	A. Eligibility Bid Evaluation	Infrastructure	 The bidder should have Implemented enterprise- wide solution / use cases of Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen Al in at least 5 BFSI (India / Global) in last 3 financial years. 	should have Implemented enterprise-wide solution / use cases of Artificial Intelligence/Machine	
74	27	B. Technical Bid Evaluation		Total number of distinct use cases implemented in BFSI (India / Global) in last 5 years: Artificial Intelligence / Machine Learning / Data Lake: For each unique use case implementation 0.5 marks will be awarded. (max 30 Use cases) Generative AI: For each unique use case implementation 1.5 marks will be awarded. (max 10 Use Cases)	BFSI (India / Global) in last 5 years: Artificial Intelligence / Machine Learning / Data Lake: For each unique use case implementation 0-5 1 marks will be awarded. (max 30 15 Use cases)	
75	28	B. Technical Bid Evaluation	Evaluation Parameters	Client Citation to demonstrate the capability in the area of AI & Gen AI (Max 2)	We request bank to relax this clause as client may not be ready to showcase the use case they have implemented / POC to others due to confidentiality. Instead bank can demand self attested letter from bidder signed from the authorized signatory as a documentary proof	
76	41	Annexure 07 – Undertaking from the Bidder		 Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document. 	annexure at this stage. Kindly confirm	No Change
77	General	General	General	General	We request bank to allow deviation along with the proposal submission. If selected, bidder will discuss those deviations mutually and conclude with the bank	
78	2	Last Date & Time of Submission of bids, Point 5		Last Date & Time for Bid submission is 16-08-2024 @ 3 PM		Please follow Bank's website on regular basis for the last date of Bid submission and subsequent addendum published there.

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79	2	Security Money Deposit (for successful vendors only), Point 9	[A] Important Dates:	Security Money Deposit (for successful vendors only) Rs. 10,00,000/- (Rupees Ten Lakh Only)	We kindly request the bank to relax this criteria for MSEs considering GOI guideline for MSEs.	No Change
80	26	C-Experience & Support Infrastructure Point 1	Annexure 02 - Bid Evaluation Terms, 1. Evaluation process, A. Eligibility Bid Evaluation	The bidder should have at least 10 years of provable deep-tech experience in Artificial Intelligence, Machine Learning, and Advanced Data Analytics.		
81	26	C-Experience & Support Infrastructure Point 2	Annexure 02 - Bid Evaluation Terms, 1. Evaluation process, A. Eligibility Bid Evaluation	The bidder should have Implemented enterprise-wide solution / use cases of Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen Al in at least 5 BFSI (India / Global) in last 3 financial years.	orders from at least the past 5 years.	Please refer to the RFP and subsequent addendum
82	26	C-Experience & Support Infrastructure Point 2	Annexure 02 - Bid Evaluation Terms, 1. Evaluation process, A. Eligibility Bid Evaluation	The bidder should have Implemented enterprise-wide solution / use cases of Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen Al in at least 5 BFSI (India / Global) in last 3 financial years.	purchase order requirement criteria considering the	
83	27	Evaluation Parameters, Point 1	Annexure 02 - Bid Evaluation Terms, 1. Evaluation process, B. Technical Bid Evaluation	Total number of distinct use cases implemented in BFSI (India / Global) in last 5 years: Artificial Intelligence / Machine Learning / Data Lake: For each unique use case implementation 0.5 marks will be awarded. (max 30 Use cases) Generative AI: For each unique use case implementation 1.5 marks will be awarded. (max 10 Use Cases)	probable IA use cases, already in use by the bank. Also requesting bank to consider providing relaxation in the no. of use cases in the eligibility criteria. Also, Can the bank provide detailed specifications on the AI or generative AI models that are	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding
84	27	Evaluation Parameters, Point 2	Annexure 02 - Bid Evaluation Terms, 1. Evaluation process, B. Technical Bid Evaluation	Total No. of Skilled Employees / Resources specialized in Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen AI: • 50 to 74 Employees - 5 Marks • 75 to 99 Employees – 10 Marks • 100 or More Employees– 15 Marks		
85	27	Evaluation Parameters, Point 3	Annexure 02 - Bid Evaluation Terms, 1. Evaluation process, B. Technical Bid Evaluation	Case studies & use cases using AI & Gen AI technologies	probable AI use cases, already in use by the bank.	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.

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86	N/A	General	General	Data Sources and Access	on what are the primary data sources, and will the bank provide access to these sources during the	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
87	N/A	General	General	Integration with Existing Systems	on how should the proposed solutions integrate	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
88	N/A	General	General	Testing and Validation	whether the bank provide a testing environment, or should the vendor set this up?	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
89	N/A	General	General	Intellectual Property and Data Privacy	Requesting bank to provide clarification on who would own the intellectual property developed during the project?	Will be case to case basis. Requirement will be shared at the time of seeking commercials.
90	N/A	General	General	Data Privacy	Requesting bank to provide clarification on what are the data privacy concerns related to the AI models, especially with customer data?	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
91	46	Annexure 11 - Project Scope	Scope	In addition, the Bank has set up an advanced AI and generative AI workbench with the necessary infrastructure for rapid experimentation and deployment of use cases and products	and generative AI workbench	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
92	26	Annexure 02 – Bid Evaluation Terms/ Experience & Support Infrastructure	Eligibility	The bidder should have at least 10 years of provable deep-tech experience in Artificial Intelligence, Machine Learning, and Advanced Data Analytics.		Please refer to the RFP and subsequent addendum
93	27	Annexure 02 – Bid Evaluation Terms/ B. Technical Bid Evaluation	General	Total No. of Skilled Employees / Resources specialized in Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen Al: •50 to 74 Employees - 5 Marks •75 to 99 Employees - 10 Marks •100 or More Employees - 15 Marks (Documentary proof : Undertaking from authorized signatory of bidders in their letterhead to be submitted by mentioning details of name, qualification of professionals, certifying relevant criteria.)	or only in india	The employees to be on payroll of the Bidding entity. Please refer to the RFP and subsequent addendum.
94	25	Point 5	Eligibility	The Bidder to provide an undertaking on his letter head that all the requirements highlighted as part of RFP document are covered in totality in the proposal submitted by the Bidder.		No Change

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95	-	Generic	Scope	Generic		This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
96	2	Section A, Point 5	General	Last Date of Submission of Submission of bids 3.00 PM on 16th August, 2024	we request the Bank to kindly extend the bid	Please follow Bank's website on regular basis for the last date of Bid submission and subsequent addendum published there.
97	8 & 28	6 & Annexure 02, Stage 2	Commercial	The empanelled vendors need to submit the commercials against the Bank's requirement and the L1 bidder (lowest quote) would be decided based on Commercial bid evaluation process. & L1 vendor will be decided on the basis of Lowest TCO.	edge of technology and very few qualified and	
98	26	Annexure 02, Section A, Sr. No. C1	Eligibility	The bidder should have at least 10 years of provable deep-tech experience in Artificial Intelligence, Machine Learning, and Advanced Data Analytics.		
99	26	Annexure 02, Section A, Sr. No. C1	Eligibility	The bidder should have at least 10 years of provable deep-tech experience in Artificial Intelligence, Machine Learning, and Advanced Data Analytics.		Please refer to the RFP and subsequent addendum

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100	27	Annexure 02, Section B	Evaluation	The vendor needs to achieve a cut – off score of 80 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 for empanelment.	categories based on turnover and employee strength. This will allow the Bank to have different	
101	2	[A] Important Dates: 8. Bid Security (Earnest Money Deposit)	Eligibility	Rs. 25,00,000/- (Rupees Twenty Five Lakh Only) (MSE / Startups and others will be exempted from EMD submission as per Govt. of India and/or GeM guidelines)	whether MSEs having UDYAM Registration	Please refer to the RFP and subsequent addendum
102	9	9. Exemption for EMD amount		Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSEs) / Start-ups. The bidders who are MSE have to submit necessary document issued by NSIC and the bidders who are start-ups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" (Annexure 06) accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the period of 6 months. MSE/Start-up firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption.	whether MSEs having UDYAM Registration Certificate will be provided the Exemption for EMD (as per GOI Scheme under Ministry of MSME). Generally, MSME UDYAM Registration Certificates is acceptable by all the Public Sector Banks.	
103	26	Annexure 02 – Bid Evaluation Terms A. Eligibility Bid Evaluation C>Experience & Support Infrastructure SI. No.1	Experience in related projects	The bidder should have at least 10 years of provable deep-tech experience in Artificial Intelligence, Machine Learning, and Advanced Data Analytics.		Please refer to the RFP and subsequent addendum

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104	26	Annexure 02 – Bid Evaluation Terms A. Eligibility Bid Evaluation C>Experience & Support Infrastructure SI. No.2	Experience in related projects	The bidder should have Implemented enterprise-wide solution / use cases of Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen Al in at least 5 BFSI (India / Global) in last 3 financial years.	whether the implementation & Support Services	Please refer to the RFP and subsequent addendum
105	27	Annexure 02 – Bid Evaluation Terms B. Technical Bid Evaluation	Experience in related projects	Evaluation Parameters	Request the bank to kindly clarify and confirm whether the implementation & Support Services Experience on Core Banking Solution Digital Application & Analytical Application (with Al /ML capabilities) in BFSI sector would be considered for the eligibility & scoring purpose.	Please refer to the RFP and subsequent addendum
106		General	General	General	Which core banking and internet banking platforms will be utilized to develop the proposed solutions?	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
107		General	General	General	Will the bank permit the use of open-source software in the proposed solution?	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
108		General	General	General	Is the bank seeking any particular data analytics capabilities?	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
109		General	General	General	solution, or will we need to extract data from	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
110		General	General	General	Could you provide a list of the source applications along with details regarding the technologies involved?	This RFP is for the empanelment of partners for implementing Al/Generative AI use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
111		General	General	General	Generative AI use cases you are most interested	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.

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112		General	General	General	your organization currently follow to ensure the	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
113		General	General	General	relevant to your needs, and are there specific	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
114		General	General	General	identified in your own experience with Al implementations that you believe we should proactively consider in our planning?	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
115	26	C-1	Experience & Support Infrastructure	The bidder should have at least 10 years of provable deep-tech experience in Artificial Intelligence, Machine Learning, and Advanced Data Analytics.	10 year is longer period. Also, for this should be MSE favourable, hence it should be reduced to 6-8 years	
116	27	B - Technical Bid Evaluation	Eligibility	Documents Required: Copy of the Credential / reference Letter or Purchase order or email Confirmation or SoW certifying relevant criteria		Please refer to the RFP and subsequent addendum
117	26	C - Experience & Support Infrastructure	Eligibility	The bidder should have at least 10 years of provable deep-tech experience in Artificial Intelligence, Machine Learning, and Advanced Data Analytics.		Please refer to the RFP and subsequent addendum
118	22	Annexure 01 – Guidelines for bid submission details, Point 7	General	Executive Technical Summary – Detailed Project proposal with execution plan, Data sheet of the product offered along with Bill of Materials, Escalation Matrix etc.	as part of this RFP. What is expected as part of	
119		Annexure 01 – Guidelines for bid submission details, Point 7	General	Executive Technical Summary – Detailed Project proposal with execution plan, Data sheet of the product offered along with Bill of Materials, Escalation Matrix etc Bidder to Provide	PowerPoint)? Is there a limit/restriction on number	Signed and Sealed Pdf or PowerPoint
120			Legal		Are the vendors allowed to redline or provide suggestions to the clauses in the contract or are we liable to agree all clauses in as - is form? Example: For termination clause, are we allowed to add a minimum notice period for either parties	No Change
121	46	Annexure 11	Scope	The Bank has set up an advanced AI and generative AI workbench with the necessary infrastructure for rapid experimentation and deployment of use cases and products.	and Gen Al? Is the bank open to Implementation	implementing AI/Generative AI use cases. At this

Sr. No.	Page #	Point / Section #		Clarification points as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
122	46	Annexure 11		While the bank has developed multiple AI use cases and selected use cases using generative AI technology, it is eager to extend these capabilities to other areas across its operations.	end to end capabilities to Operationalize Advanced AI and Gen AI use cases? Is there a scope to augment the current infrastructure with Model Serving and Monitoring technologies.	implementing Al/Generative Al use cases. At this
123	25-26	1		The Bidder must have registered average annual turnover of Rs. 7 Crore or above during the last three completed financial years – 2020-21, 2021-22 & 2022-23 (Not inclusive of the turnover of associate companies).	turnover of Rs. 4.5 Crore or above during the last	
124	26	1	Infrastructure	The bidder should have at least 10 years of provable deep-tech experience in Artificial Intelligence, Machine Learning, and Advanced Data Analytics.	The bidder should have at least 4 years of provable deep-tech experience in Artificial Intelligence, Machine Learning, and Advanced Data Analytics.	Please refer to the RFP and subsequent addendum
125	26	2	Infrastructure	The bidder should have Implemented enterprise-wide solution / use cases of Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen AI in at least 5 BFSI (India / Global) in last 3 financial years.	wide solution / use cases of Artificial Intelligence,	
126	26	C. Experience & Support Infrastructure		C. Experience & Support Infrastructure 1. The bidder should have at least 10 years of provable deep-tech experience in Artificial Intelligence, Machine Learning, and Advanced Data Analytics.	exemption for the MSE / Startup bidders so that mutiple bidders can participate in the empanelment process.	
127	26	C. Experience & Support Infrastructure	Eligibility Bid Evaluation	 The bidder should have Implemented enterprise- wide solution / use cases of Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen Al in at least 5 BFSI (India / Global) in last 3 financial years. 	We are confident that multiple bidders in the Indian Market may not have proper experience in this	
128	9	10. Security Deposit		10. Security Deposit The empaneled vendor has to deposit with the Bank an amount of 10,00,000/- towards security deposit as provided in Annexure 15 for the entire period of empanelment plus 3 months, within 30 days from the date of letter of empanelment.	impact in the cashflow of the successful bidders. We would request BOB to consider security	

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129	27	B. Technical Bid Evaluation	Evaluation Parameters	B. Technical Bid Evaluation Evaluation Parameters Total number of distinct use cases implemented in BFSI (India / Global) in last 5 years: Artificial Intelligence / Machine Learning / Data Lake: For each unique use case implementation 0.5 marks will be awarded. (max 30 Use cases) Generative AI: For each unique use case implementation 1.5 marks will be awarded. (max 10 Use Cases) (Documents required: Copy of the Credential / reference Letter or Purchase order or email Confirmation or SoW certifying relevant criteria)	maximum bidders. To qualify full marks bidders must have min. 40 use cases to secure 30 marks in the evaluation parameter. We would request bank to consider relaxation for the MSE/Start up bidders so that they can participate in the empanelment process. As GOI is encouraging the different banks to empanel MSE & Start up bidders.	Please refer to the RFP and subsequent addendum
130	28	B. Technical Bid Evaluation	Evaluation Parameters	B. Technical Bid Evaluation Evaluation Parameters Client Citation to demonstrate the capability in the area of AI & Gen AI (Max 2) 15	letters from other bank as in the evaluation	Please refer to the RFP and subsequent addendum
131	24	Annex 2	Eligibility - Point C - 1 Experiace and support infra	The bidder should have at least 10 years of provable deep-tech experience in Artificial Intelligence, Machine Learning, and Advanced Data Analytics	It has to be channged to 3 years experience	Please refer to the RFP and subsequent addendum
132	26	Annex 2	Eligibility - Point C - 2	The bidder should have Implemented enterprise-wide solution / use cases of Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen Al in at least 5 BFSI (India / Global) in last 3 financial years.		Please refer to the RFP and subsequent addendum
133	26	1/C/Annexure 02	Eligibility	The bidder should have at least 10 years of provable deep-tech experience in Artificial Intelligence, Machine Learning, and Advanced Data Analytics.	Request to relax the consideration <=3 years	Please refer to the RFP and subsequent addendum
134	26	2/C/Annexure 02	Eligibility	The bidder should have Implemented enterprise-wide solution / use cases of Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen Al in at least 5 BFSI (India / Global) in last 3 financial years.	of BFSI, as well, as part of Annexure 2, both from	Please refer to the RFP and subsequent addendum
135	27	B/Technical Bid evaluation	Eligibility	Total number of distinct use cases implemented in BFSI (India / Global) in last 5 years: Artificial Intelligence / Machine Learning / Data Lake: For each unique use case implementation 0.5 marks will be awarded. (max 30 Use cases) Generative AI: For each unique use case implementation 1.5 marks will be awarded. (max 10 Use Cases) (Documents required: Copy of the Credential / reference Letter or Purchase order or email Confirmation or SoW certifying relevant criteria	been mentioned as one of the eligible point? What does that mean? Are they saying that Data Lake implementation OR Data Lake Platform Management, as 1 Use Case, immaterial of the size of the customer? Similar is my point around	business problem. Platform management is more about the system's operational and technical upkeep, which indirectly supports the use cases by ensuring the system is functional and accessible.

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136	28	B/Technical Bid evaluation	Eligibility	lient Citation to demonstrate the capability in the area of AI & Gen AI (Max 2)	"Client Citation to demonstrate the capability in the area of AI & Gen AI (Max 2)? Can we submit Client Citation, outside of BFSI A/cs for AI / Gen AI?	
137	28	Stage 2/Commercial Bid	Evaluation	he commercial quotes are not required to be submitted at the time of tender submission by the vendors. Once the vendors are empaneled, the commercial bids will be called as and when desires by the Bank during the empanel period. Commercial quote should be submitted through online mode as and when Bank seeks commercials.	excersie with no commercial value however wil the bank state by when such use cases would be shared with emapnnedled vendors	, i i i i i i i i i i i i i i i i i i i
138	26	2/C/Annexure 02	Eligibility	The bidder should have Implemented enterprise-wide solution / use cases of Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen Al in at least 5 BFSI (India / Global) in last 3 financial years.	signed with customer, Request you to include	
139	67	18	Indemity	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	3rd party products or software supplied by Bidder. All OEM/third party products are provided on a pass through basis. That any indemnity claim shal not exceed the actual charges paid by Client for the individual product or service that is the subject of claim (if recurring, twelve months charges apply)	
140	46	Annexure 11/Scope	Scope	The Bank has established the Analytics Centre of Excellence (ACoE) and has successfully implemented multiple data and Al-based solutions across various lines of business. The Bank has created a petabyte-scale data lake to support these initiatives. The data lake ingests data from multiple customer touchpoints, transactions, branches, delivery channels, and more. This data is stored and processed in various forms, including unstructured files, process diagrams and documents, image collections, audio/video collections, and social, app, and website usage data	established by the bank what technology stack is being used; is bank open for COTS/open source technologies 2) How many employees within the bank are trained in Ai/Gen Al use cases 3)Is there a use case within the bank in production	implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the
141	46	Annexure 11/Scope	Scope	n addition, the Bank has set up an advanced AI and generative AI workbench with the necessary infrastructure for rapid experimentation and deployment of use cases and products. By comprehensively leveraging data resources and emerging technologies such as Artificial Intelligence, Generative Artificial Intelligence, and Digital Twins, we anticipate significant enhancements in product competitiveness, business efficiency, scalability, profitability, and customer satisfaction.	experimentation	This RFP is for the empanelment of partners for implementing Al/Generative AI use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.

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142	46	Annexure 11/Scope	Scope	Potential use cases	has ESG being also evaluted to be affected by using GenAi for scope1/2/3	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
143	2	A:important dates	EMD	t Money Deposit) Rs. 25,00,000/- (Rupees Twenty Five Lakh Only) (MSE / Startups and others will be exempted from EMD submission as per Govt. of India and/or GeM guidelines)	only. Request for the bank to consider the same	Please refer to the RFP terms: 8. Bid Security / Earnest Money Deposit (EMD)
144	9	11:Performance Bank guarantee	Performance bank Guarantee	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 mentioned under Annexure 16 to the extent of 5% of the contract value valid 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. The guarantee should be of that of a scheduled Request for Proposal for Empanelment of Partners for implementation of AI / Generative AI use cases. Bank of Baroda Page 10 of 76 commercial bank in India only, other than Bank of Baroda. The Performance Guarantee must provide for each purchase order provided by bank during the empanelment period. In the event of non-performance of obligation or failure to meet terms of this RFP or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the Bidder should be included in the remaining amount of the contract value. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and Bid Security / Earnest Money Deposit submitted by the Bidder will be forfeited.	Also suggests, before invoking, it would help if client can notify as that would help to address any performance related issues. Lastly recovering from the bidder?	No Change
145	2	Dates	last date of submission	3.00 PM on 16th August, 2024 Mode: Online on URL:	Request to extend the submisssion deadline till end of the month and also share the URL.	Please follow Bank's website on regular basis for the last date of Bid submission and subsequent addendum published there.
146		Bid security	EMD	Rs. 25,00,000/- (Rupees Twenty Five Lakh Only) (MSE / Startups and others will be exempted from EMD submission as per Govt. of India and/or GeM guidelines)	Sellers/Service Providers with an annual turnover	as per GeM Guidelines

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147	46	Annexure 11 – Project Scope	Scope	The Bank has established the Analytics Centre of Excellence (ACoE) and has successfully implemented multiple data and Al-based solutions across various lines of business.	Analytics COE (Databases, ETL tools, data warehouses, analytics platforms, deployment environment & associated applications)? Where	implementing Al/Generative AI use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding
148	46	Annexure 11 – Project Scope	Scope	The Bank has established the Analytics Centre of Excellence (ACoE) and has successfully implemented multiple data and Al-based solutions across various lines of business.	of the existing infrastructure for Analytics COE? (Cloud vs. on-premises, computing power, storage, etc.)	implementing Al/Generative Al use cases. At this
149	46	Annexure 11 – Project Scope	Scope	The Bank has established the Analytics Centre of Excellence (ACoE) and has successfully implemented multiple data and Al-based solutions across various lines of business.	(live, under development, In prototype stage, Under consideration), their brief description and in- scoped products . Has the bank deployed these	implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding
150	46	Annexure 11 – Project Scope	Scope	The Bank has established the Analytics Centre of Excellence (ACoE) and has successfully implemented multiple data and Al-based solutions across various lines of business.	that can be anticipated/perceived during the Al/Gen Al use cases development from bank basis on the past experience. If so, please elaborate	implementing AI/Generative AI use cases. At this
151	46	Annexure 11 – Project Scope	Scope	The Bank has established the Analytics Centre of Excellence (ACoE) and has successfully implemented multiple data and Al-based solutions across various lines of business.	integrated the AI solutions to the existing enterprise systems or processes? If so, what are the challenges faced during the integration?	implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
152	46	Annexure 11 – Project Scope	Scope	The Bank has established the Analytics Centre of Excellence (ACoE) and has successfully implemented multiple data and Al-based solutions across various lines of business.	capabilities or serviced through specialised vendors?	

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153	46	Annexure 11 – Project Scope	Scope	The Bank has established the Analytics Centre of Excellence (ACoE) and has successfully implemented multiple data and Al-based solutions across various lines of business.	customer service, fraud management and so on)	
154	46	Annexure 11 – Project Scope	Scope	The Bank has established the Analytics Centre of Excellence (ACoE) and has successfully implemented multiple data and Al-based solutions across various lines of business.	Al use cases, brief description and products/LOBs	
155	46	Annexure 11 – Project Scope	Scope	The Bank has established the Analytics Centre of Excellence (ACoE) and has successfully implemented multiple data and Al-based solutions across various lines of business.	both develop & implement new Al/Gen Al use cases or support the existing models as well? In	implementing AI/Generative AI use cases. At this
156	46	Annexure 11 – Project Scope	Scope	The Bank has established the Analytics Centre of Excellence (ACoE) and has successfully implemented multiple data and Al-based solutions across various lines of business.	framework adopted by Bank? If any specifically done Gen AI related projects, please elaborate.	implementing Al/Generative Al use cases. At this
157	46	Annexure 11 – Project Scope	Scope	The Bank has established the Analytics Centre of Excellence (ACoE) and has successfully implemented multiple data and Al-based solutions across various lines of business.		This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
158	46	Annexure 11 – Project Scope	Scope	In addition, the Bank has set up an advanced AI and generative AI workbench with the necessary infrastructure for rapid experimentation and deployment of use cases and products.		This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
159	46	Annexure 11 – Project Scope	Scope	These partners will work with our teams as an extension of the Bank's internal teams, aiding in the development and implementation of new products and use cases.		This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.

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160	46	Annexure 11 – Project Scope	Scope	These partners will work with our teams as an extension of the Bank's internal teams, aiding in the development and implementation of new products and use cases.		This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
161	46	Annexure 11 – Project Scope	Scope	These partners will work with our teams as an extension of the Bank's internal teams, aiding in the development and implementation of new products and use cases.	use case implementation?	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
162	46	Annexure 11 – Project Scope	Scope		of front end application is in scope of vendor partner? How does the bank plan to protect the AI technology service vendors against exposures &	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
163	46	Annexure 11 – Project Scope	Scope			This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
164	46	Annexure 11 – Project Scope	Scope		towards adoption of Open source based LLMs /	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
165	46	Annexure 11 – Project Scope	Scope	Conversational data access for decision makers (next generation of business intelligence)	ACOE platform? Is your current reporiting tool capable of enabling conversational AI capabilities? We would believe bank to have licensed	implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding
166	10	12 Payment Terms	Payment Terms	The Vendor must accept the payment terms proposed by the Bank.	Requesting the Bank to provide more clarity on the Acceptance criteria and payment processing terms	No Change
167	10	13 General Conditions	General Conditions	For installation & commissioning work, it shall be the responsibility of the Bidder to arrange and provide requisite tools, testing & measurement equipment and all other things required for carrying out the installation job industry practice and safety norms.	tools, testing, measurement equipment and licensing required (Subject to Bank's Approval and	implementing Al/Generative Al use cases. At this

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168	9	Conditions for EMD Deposit Fortification	Clause No 2	Clause 2	This is under review with our legal & compliance. Basis on the observations, discussion will be initiated for consensual reasonable and mutual agreement with Bank	
169	9	Conditions for EMD Deposit Fortification	Clause No 4	Clause 4	This is under review with our legal & compliance. Basis on the observations, discussion will be initiated for consensual reasonable and mutual agreement with Bank	
170	11	15 Service Level Agreement and Non Disclosure Agreement			Terms and conditions in SLA and NDA can be agreed on rational and mutually agreeable scenarios	
171	12	16. Compliance with Laws			All compliance aspects should be in contextuality with the Law of land and acceptable parameters prevailant in India	
172	12	17. Termination			This is under our Internal Legal and Compliance review and observations will be shared with the Bank for a prospective discussion. Termination terms can be agreed on rational and mutually agreeable scenarios we anticipate that the bidder would be provided to represent their side in a reasonable and rational manner. Considerations for such decisions would be treated as a last resource and both parties shall put substantial efforts to resolve any such differences in mutually acceptable form.	
173	13	20. Governing Laws			All governing laws aspects should be in contextuality with the Law of land and acceptable parameters prevailant in India	
174	16	25.11		The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.		
175	18	25.36		All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.	pre-guidance and clarity for the work location, work load and associated arrangements along with necessary permission and guidances	

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176	21	26 Information Confidentiality			As Bidder we shall expect Bank to categorize informations based on Rabking in Confidentialty and Information sensistivity and extend those guidance prior to the engagement project. We anticipate that Bank would precommunicate for every member of the Project team are aware of the confidentiality and other obligations.	
177	72	25. LIMITATION OF LIABILITY			This is under our Internal Legal and Compliance review and observations will be shared with the Bank for a prospective discussion. Limitation of Liability terms can be decided on rational and mutually agreeable scenarios we anticipate that the bidder would be provided to represent their side in a reasonable and rational manner. Considerations for such decisions would be treated as a last resource and both parties shall put substantial efforts to resolve any such differences in mutually acceptable form.	
178		Subcontracting	General Conditions		We understand that subcontracting is not prohibited under the RFP and a bidder may use third party / third party resources to provide services under the ensuing contract. However, in such a case, the bidder would remain responsible for the work of such subcontractors. Please confirm if our understanding is correct.	Please refer to the RFP terms.
179	72	25. LIMITATION OF LIABILITY	General Conditions	*in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall	limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	No Change
180		Subcontracting	General Conditions		We understand that subcontracting is not prohibited under the RFP and a bidder may use third party / third party resources to provide services under the ensuing contract. However, in such a case, the bidder would remain responsible for the work of such subcontractors. Please confirm if our understanding is correct.	Please refer to the RFP terms.

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181		Confidentiality Obligations	General Conditions				Bank is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause: "Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."	
182		Confidentiality Obligations	General Conditions				We request client to kindly confirm that we will be obliged to protect Confidential information using the same degree of care as we use to protect our confidential information of similar nature, and in any event, by using at least reasonable degree of care.	
183	67	Clause 17 Confidentiality	General Conditions				We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	
184	66	Clause 17 (b), (d) & € Confidentiality	General Conditions				We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	
185	67 68	Clause 18 Indemnity	General Conditions				There are several remedies available under law and contract to you for such breach of obligations. For eg., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.	

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186		Indemnity	General Conditions		n the GST regime, this clause may not be feasible. We request you to kindly delete this clause. Alternatively, kindly limit liability under this clause to reimburse you any penalty / fine that may be imposed on you solely due to breach of GST laws on our part, subject to overall cap of one time the fees payable to us under this agreement.	
187		Indemnity	General Conditions		Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	Ŭ
188		Indemnity	General Conditions		We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines.	
189		Indemnity	General Conditions		The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) it he Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an	

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190		Termination	General Conditions		To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	
191	62	Clause 20.2 Termination	General Conditions	Cancellation/Rescission of Contract	Cancellation / Rescission means voiding the contract and making the contract ineffective from its inception, thereby restoring the parties to the positions they would have occupied if no contract had ever been formed. In this scenario, bidder may be deprived of any payment and refund of all payments made already may be sought. Request deletion of this clause	
192	12,70	Clause 17 Effect of Termination	General Conditions	Risk Purchase	Request client to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that client will use government procurement norms (including price discovery) for procurement of such services from third parties.	
193	72	Clause 24 Audit	General Conditions	Audit	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	
194	64,74	Clause 15	General Conditions	Survival Obligations	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	No Change
195			General Conditions	Third Party Disclaimer	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	

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196			General Conditions	Acceptance	If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."	
197			General Conditions	Arbitration	In order to uphold the principles of natural justice (Nemo judex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by Consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.	
198			General Conditions	Major Litigation	We request the client to kindly appreciate that any entity having long standing operations would be a party in certain litigations / arbitrations in its ordinary course of business. Such litigations/ arbitrations, even if adversely determined, may not necessarily impact the entity's ability to perform the services under this RFP. Hence, we request the client to modify the term 'Major Litigation' to pending litigation and their impact on the ability of the Bidder to perform services under the proposed tender.	

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199			General Conditions	Third Party Disclaimer	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	
200			General Conditions	Acceptance	If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."	
201	21	sl#5	Eligibility Criteria		We would like to humbly submit that the eligibility criteria/declaration regarding prior blacklisting is open-ended in terms of the time period. We request you to kindly limit the eligibility criteria regarding blacklisting to bidders not blacklisted as on the date of submission of the bid or have not been blacklisted for a definitive period, such as 2 years. We also request you to kindly allow Bidders to declare that they are not blacklisted as on date or for a specific period (like 2 years) in the past.	

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202			Eligibility Criteria		We request the client to kindly appreciate the details of a pending enquiry or investigation against an entity is confidential information of such bidding entity. Such enquiry or investigation even if adversely determined, may not necessarily impact the entity's ability to perform the services under this RFP. Hence, we request you to kindly modify the undertaking/qualification criteria to the effect that the bidders are required to submit only a declaration (without mentioning details of investigation or enquiry) stating that there is no material pending enquiry or investigation for a non- grave offence which if adversely determined would impact the ability of the Bidder to perform services under the RFP.	
203			Eligibility Criteria	Litigation	We request the client to kindly appreciate that any entity having long standing operations would be a party in certain litigations / arbitrations in its ordinary course of business. Such litigations/ arbitrations, even if adversely determined, may not necessarily impact the entity's ability to perform the services under this RFP. Further, we understand that the law requires parties to an arbitration, to keep such matters confidential. Hence, we request you to kindly modify the undertaking/qualification criteria to the effect that the bidders are required to submit only a declaration (without mentioning litigation history) stating that there is no material pending litigation which if adversely determined would impact the ability of the Bidder to perform services under the RFP.	
204	24	SL#2	Eligibility Criteria	Blacklisting	We would like to humbly submit that the time period for eligibility criteria/declaration regarding prior blacklisting is very long. We request you to kindly modify the eligibility criteria to allow Bidders that have not been blacklisted as on date or for a specific period (like 2 years) in the past, to participate in the bid. We also request you to kindly allow Bidders to declare that they are not blacklisted as on date or for a specific period (like 2 years) in the past.	

Sr. No.	Page #	Point / Section #	Category (Eligibility/Scope/Com mercial/Legal/General)	Clarification points as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
205			Eligibility Criteria		We request that the bidder should be allowed to declare that there are no pending criminal investigations/proceedings by a regulatory authority against bidder or its current Board of Directors, as on the date of submission of this bid in their profession capacity in any Court of Law regarding execution of any professional project/work executed/being executed by bidder.	No Change
206	46	Annexure 11	Scope	The Bank has set up an advanced AI and generative AI workbench with the necessary infrastructure for rapid experimentation and deployment of use cases and products.	Platform for advanced AI and Gen AI?	implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the
207	46	Annexure 11	Scope	While the bank has developed multiple AI use cases and selected use cases using generative AI technology, it is eager to extend these capabilities to other areas across its operations.	bank's setup do you have end to end capabilities to Operationalize Advaned AI and Gen AI use cases?	implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding
208	46	Annexure 11	Scope	The Bank has set up an advanced AI and generative AI workbench with the necessary infrastructure for rapid experimentation and deployment of use cases and products.	OnPremise or Cloud	Deployment can be either on-premise or in the cloud, depending on the Bank's requirements, which may vary on a case-by-case basis.
209	46	Potential Use Cases of Al/ Generative Al for Bank	Scope	By leveraging the expertise of these vendor-partners, the bank can quickly build, deploy, and support/maintain proof-of-concept demonstrations and use cases.	functionalities OR for functionalities which can be	request commercial proposals from empaneled
210	24 & 25	A	General	Eligibity Criteria	Request for Consortium Participation: We are writing to formally request an amendment to the current Request for Proposal to allow our participation as a consortium with a system integrator. Our organization, along with our partners, believes that this collaborative approach will enable us to deliver a comprehensive and high quality solution that fully meets the requirements and expectations outlined in the RFP. Eligibility Criteria for Consortium Members: one of the parties within the consortium must meet the eligibility criteria specified in this RFP	No Change

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211	25 & 26	B.1	1. Evaluation process / Stage 1 - For Empanelment / Financial	The Bidder must have registered average annual turnover of Rs. 20 Crores or above during the last three completed financial years – 2020-21, 2021-22 and 2022-23 (Not inclusive of the turnover of associate companies). Below clause is applicable for bidders who fall under the category of Micro & Small Enterprise (MSEs) or Start-ups (Necessary valid documentary proof certifying the bidder as an MSE or Start-up needs to be submitted by the bidder). The Bidder must have registered average annual	annual turnover criteria for Micro & Small Enterprises (MSEs) specified in the current eligibility criteria for the bidding process. We believe that accommodating this request would foster greater participation and provide opportunities for smaller enterprises to contribute effectively. Requested Relaxation: Average Annual Turnover: Rs. 4 Crores or above. Change in Consideration of Financial Years : Consider completed years 2021-22, 2022-23, and 2023-24 instead of 2020-21, 2021-22, and 2022-	
212	26	B.2	Eligibility Criteria/ Finance	The Bidder must be Net profit-making entity continuously for the last three years i.e. financial years – 2020-21, 2021-22 and 2022-23 OR The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.	Change in Consideration of Financial Years : Consider completed financial years 2021-22, 2022	
213	26	C.1	Experience & Support Infrastructure	The bidder should have at least 10 years of provable deep-tech experience in Artificial Intelligence, Machine Learning, and Advanced Data Analytics.		
214	26	C.2	Experience & Support Infrastructure	The bidder should have Implemented enterprise-wide solution / use cases of Artificial Intelligence, Machine Learning, Advanced Data Analytics & Gen AI in at least 5 BFSI (India / Global) in last 3 financial years.	Requested Relaxation: Requirement of implementation of enterprise-wide solution / use cases of Artificial Intelligence, Machine Language, Advanced Data Analytics & Gen Al in BFSI (India/Global) in last 3 years be reduced from 5 to 3. We are working dedicately in Gen-Al which is relatively new and in nascent stage and hence this request for relaxation.	
215	27	В	Technical Bid Evaluation	The vendor needs to achieve a cut – off score of 80 marks in this evaluation stage to be qualified for commercial bid opening.	Requested Relaxation Cut-off score of 80 marks be reduced to 70 marks in this evaluation stage to be qualified for commercial bid opening. We are working dedicately in Gen-Al which is relatively new and in nascent stage and hence this request for relaxation.	

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216	27	В		Total number of distinct use cases implemented in BFSI (India / Global) in last 5 years: Artificial Intelligence / Machine Learning / Data Lake: For each unique use case implementation 0.5 marks will be awarded. (max 30 Use cases) Generative AI: For each unique use case implementation 1.5 marks will be awarded. (max 10 Use Cases)	Weightage for Gen-AI be increased to 20 marks as Gen-AI is relatively new, in nascent stage and more complex and difficult to develop and deploy and significant time and efforts goes into its use cases development and implementation. We are	Please refer to the RFP and subsequent addendum
217	General	General	General	General	Does BoB used open source/license based tech stake to build data lake? PIs provide details	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
218	General	General	General	General		This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
219	General	General	General	General	Does BoB have any preference for using specific hardware for training and hosting AI models?	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
220	General	General	General	General	Does BoB have any preference for using software/tools/frameworks to build AI solutions?	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
221	General	General	General	General		This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
222	General	General	General	General	Does B0B support using open source frameworks, LLMs or other AI models?	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.

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223	General	General	General	General	technologies? If yes, please provide list.	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
224	General	General	General	General	interactive, please provide volumetric, no of concurrent requests and roles of the users	This RFP is for the empanelment of partners for implementing Al/Generative Al use cases. At this stage, the requested information is not required to participate in the RFP. The Bank will provide the necessary details during the commercial bidding process.
225			General	Consortium	We kindly request you to allow Joint venture/ consortium As the RFP mainly focuses on AI and Generative AI use cases, a consortium of two firms with specialized domain expertise would enhance the quality of the deliverables.	