

| Sr. No. | Pg No | Point No | Tender Original Clause | Clarification | Request for Change / Modification / Addition / Deletion | BOBCARD Remarks |
|---------|-------|--|---|---------------|--|------------------------|
| 1 | - | Annexure A1- Eligibility Criteria 1. Legal Entity | The bidder must be an Indian firm; a public or private firm, registered under Companies Act 1956, a proprietorship firm, or a partnership firm registered under the Partnership Act, 1932 or an LLP. (Consortium of companies not permitted) | - | We request BOBCard to consider below modification: The bidder/OEM must be an Indian firm; a public or private firm, registered under Companies Act 1956, a proprietorship firm, or a partnership firm registered under the Partnership Act, 1932 or an LLP. (Consortium of companies not permitted) | OEM cannot participate |
| 2 | - | Annexure A1- Eligibility Criteria 2. Technology | <p><u>PART A – For Scope PART A as mentioned in the RFP, there must be following requirement from the Bidder</u></p> <ul style="list-style-type: none"> • The bidder should be empaneled with minimum 3 reputed banks/financial institutions for similar work. • The bidder must have all due regulatory approval for executing the mentioned process. • The bidder should have proper infrastructure in place for executing the mentioned process. • The bidder shall have atleast 3 years of experience in similar work • The team size must be of atleast 10 people. • The turnover shall be of atleast 10 lakh notices in the previous financial year 2023-24. • The bidder shall have ability to send digital legal notices within 3 days of providing data through the digital platform. • The bidder shall have ability to send digital legal notices to delinquent / NPA/write off Customers via whatsapp, email, text messages through the digital platform. • The bidder must have requisite ISO Certifications • The bidder shall be capable to do RPAD of notices if required by BOBCARD • An MIS of digitally delivered notices will be provided to BOBCARD within 2-5 working days along with delivery status report • The bidder shall be capable of providing reports of digital legal notices sent within T+3 days in case of digital notice • The bidder shall be capable of providing final reports of RPAD and digital notices with customer response within 14 days of the data given | - | <p>We request BOBCard to consider below modification</p> <p><u>PART A – For Scope PART A as mentioned in the RFP, there must be following requirement from the Bidder/OEM</u></p> <ul style="list-style-type: none"> • The bidder/OEM should be empaneled with minimum 3 reputed banks/financial institutions for similar work. • The bidder/OEM must have all due regulatory approval for executing the mentioned process. • The bidder/OEM should have proper infrastructure in place for executing the mentioned process. • The bidder/OEM shall have atleast 3 years of experience in similar work • The team size of bidder/OEM must be of atleast 10 people. • The turnover of bidder/OEM shall be of atleast 10 lakh notices in the previous financial year 2023-24. • The bidder/OEM shall have ability to send digital legal notices within 3 days of providing data through the digital platform. • The bidder/OEM shall have ability to send digital legal notices to delinquent / NPA/write off Customers via whatsapp, email, text messages through the digital platform. • The bidder/OEM must have requisite ISO Certifications • The bidder/OEM shall be capable to do RPAD of notices | OEM cannot participate |

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| 3 | - | Annexure A1- Eligibility Criteria 2. Technology | <p>PART B - For Scope PART B as mentioned in the RFP, there must be following requirement from the Bidder</p> <ul style="list-style-type: none"> • The bidder should be empaneled with minimum 3 reputed banks/financial institutions for similar work • The bidder must have all due regulatory approval for executing the mentioned process • The bidder should have proper infrastructure in place for executing the mentioned process • The bidder must have team size of at-least 25 people. • The bidder must have requisite ISO Certifications. • The bidder must have processed at least 50000 cases in the previous financial year 2023-24. • The bidder must be recognized by Ministry of Legal Affairs, Government of India • The bidder must ensure that the platform complies with Code of Civil Procedure 1908, Arbitration and conciliation act 1996 and the Information Technology act 2000. • The bidder must have experience in atleast 3 Scheduled Commercial Banks or NBFC recognized by RBI. • the bidder should possess adequate technical capabilities and security measures to safeguard the confidentiality and integrity of arbitration proceedings conducted over digital platforms | - | <p>We request BOBCard to consider below modification:</p> <p>PART B - For Scope PART B as mentioned in the RFP, there must be following requirement from the Bidder/OEM</p> <ul style="list-style-type: none"> • The bidder/OEM should be empaneled with minimum 3 reputed banks/financial institutions for similar work • The bidder/OEM must have all due regulatory approval for executing the mentioned process • The bidder/OEM should have proper infrastructure in place for executing the mentioned process • The bidder/OEM must have team size of at-least 25 people. • The bidder/OEM must have requisite ISO Certifications. • The bidder/OEM must have processed at least 50000 cases in the previous financial year 2023-24. • The bidder/OEM must be recognized by Ministry of Legal Affairs, Government of India • The bidder/OEM must ensure that the platform complies with Code of Civil Procedure 1908, Arbitration and conciliation act 1996 and the Information Technology act 2000. • The bidder/OEM must have experience in atleast 3 Scheduled Commercial Banks or NBFC recognized by RBI. • The bidder/OEM should possess adequate technical capabilities and security measures to safeguard the | OEM cannot participate |
| 4 | - | Annexure A1- Eligibility Criteria 2. Technology | <p>PART C -, there must be following requirement from the Bidder</p> <ul style="list-style-type: none"> • The bidder should be empaneled with minimum 3 reputed banks/financial institutions for similar work • The bidder must have all due regulatory approval for executing the mentioned process • The bidder should have proper infrastructure in place for executing the mentioned process • The bidder should have minimum 5 staff members • The bidder must have experience of atleast 100 cases related to section 25 Payments and Settlements Act . • The Bidder must be an Advocate Registered with Bar Council of India and practicing in High Court for at least 10 years including recovery matters i.e Sec 25 Section Payment And Settlement Act, Arbitration Act and All Litigation Matters in Civil and Criminal. • The Bidder (Advocate) with Mumbai/ Delhi presence and able to coordinate in matters in these locations • The Bidder shall well versed with the Court procedure related to Scope specified in the RFP | - | <p>We request BOBCard to consider below modification:</p> <p>PART C -, there must be following requirement from the Bidder/OEM</p> <ul style="list-style-type: none"> • The bidder/OEM should be empaneled with minimum 3 reputed banks/financial institutions for similar work • The bidder/OEM must have all due regulatory approval for executing the mentioned process • The bidder/OEM should have proper infrastructure in place for executing the mentioned process • The bidder/OEM should have minimum 5 staff members • The bidder/OEM must have experience of atleast 100 cases related to section 25 Payments and Settlements Act . • The Bidder/OEM must be an Advocate Registered with Bar Council of India and practicing in High Court for at least 10 years including recovery matters i.e Sec 25 Section Payment And Settlement Act, Arbitration Act and All Litigation Matters in Civil and Criminal. • The Bidder/OEM (Advocate) with Mumbai/ Delhi presence and able to coordinate in matters in these locations • The Bidder/OEM shall well versed with the Court procedure related to Scope specified in the RFP | OEM cannot participate |
| 5 | - | Annexure A1- Eligibility Criteria 4. Existing Company | The bidder must be providing service to min 3 other financial institutions / Banks | - | <p>We request BOBCard to consider below modification:</p> <p>The bidder/OEM must be providing service to min 3 other financial institutions / Banks</p> | OEM cannot participate |

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| 6 | - | Annexure A1- Eligibility Criteria 5. Blacklisting/Litigation | The bidder company should not currently have been blacklisted by any Government Department/PSU/ or under any declaration of ineligibility for fraudulent/corrupt practices of inefficient/ineffective performance | - | We request BOBCard to consider below modification: The bidder/OEM company should not currently have been blacklisted by any Government Department/PSU/ or under any declaration of ineligibility for fraudulent/corrupt practices of inefficient/ineffective performance | OEM cannot participate |
| 7 | - | Annexure A1- Eligibility Criteria 6. Taxation Registration | The bidder must have a valid: 1. PAN 2. GST Registration No. | - | We request BOBCard to consider below modification: The bidder/OEM must have a valid: 1. PAN 2. GST Registration No. | OEM cannot participate |
| 8 | - | Annexure A1- Eligibility Criteria 7. Ownership | General | - | We request BOBCard to consider below modification: The bidder/OEM should not be owned or controlled by any of the Directors or present employees (or relatives) of BOBCARD or Bank of Baroda | OEM cannot participate |
| 9 | - | - | General | - | Request BOBCard to share the activity wise commercial format for all the scope of activity as listed below: A. Legal Notices/Demand Notices management B. Online Arbitration Case Filing (including sending of s21 and s17 notices) C. S25 Notices and Case Filing, Lok Adalats | This will be share with Empaneled bidders. |
| 10 | Pg 8-9 | - | Proposed legal Interventions Legal Notices/Demand Notices management Online Arbitration Case Filing (including sending of s21 and s17 notices) S25 Notices and Case Filing Lok Adalats | - | Please share activity wise monthly volume A. Legal Notices/Demand Notices management B. Online Arbitration Case Filing (including sending of s21 and s17 notices) C. S25 Notices and Case Filing, Lok Adalats | No minimum commitments and This will be share with Empaneled bidders. |
| 11 | - | - | General | Please provide clarity on- the date on which the data would be shared to us and the date on which we have to start working for all the scope of activity as listed below: A. Legal Notices/Demand Notices management B. Online Arbitration Case Filing (including sending of s21 and s17 notices) C. S25 Notices and Case Filing, Lok Adalats | - | Post completion of the entire RFP and empanelment process. |
| 12 | - | - | General | Please provide clarity on the data shared by BOBCards for below activity would be stagnant or there would be month on month data addition A. Legal Notices/Demand Notices management B. Online Arbitration Case Filing (including sending of s21 and s17 notices) C. S25 Notices and Case Filing, Lok Adalats | - | Data would be vaiable and its dep |

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| 13 | - | - | General | - | Request BOBCard to share the last 6 months performance trend which includes the activity wise volume and performance against each KPI/existing KPI's A. Legal Notices/Demand Notices management B. Online Arbitration Case Filing (including sending of s21 and s17 notices) C. S25 Notices and Case Filing, Lok Adalats | Variable and depending on business requirements. |
| 14 | - | - | General | Request BOBCard to provide clarity on this RFP, is it only for empanelment purpose to shortlist the bidder through eligibility & technical supporting submitted and later on a detailed RFP would be published by BOBCard and there we have to share our rates for each scope of activity? A. Legal Notices/Demand Notices management B. Online Arbitration Case Filing (including sending of s21 and s17 notices) C. S25 Notices and Case Filing, Lok Adalats | - | Quotation will be called from empanelment process. |
| 15 | - | - | General | Request BOBCard to share the monthly minimum guaranteed volumes for all the scope of activity as listed below: A. Legal Notices/Demand Notices management B. Online Arbitration Case Filing (including sending of s21 and s17 notices) C. S25 Notices and Case Filing, Lok Adalats | - | Variable and depending on business requirements. |
| 16 | 8 | 3.0. Scope of Work | Part A Legal Notices/Demand Notices management The Bidder shall be sending legal notices/demand notices on Advocates' letterhead through digital means (email, whatsapp, sms) as well as RPAD and to share timely MIS around the same including delivery reports and cardholder replies | We request BOBCard to provide clarity on number of times legal notices/demand notices to be send to customer monthly through digital means- email, whatsapp, sms and at what intervals? Kindly provide volumes for each digital means-email, whatsapp & sms to be send to every customer monthly. | - | Variable and depending on business requirements. |
| 17 | 8 | 3.0. Scope of Work | Part A Legal Notices/Demand Notices management The Bidder shall be sending legal notices/demand notices on Advocates' letterhead through digital means (email, whatsapp, sms) as well as RPAD and to share timely MIS around the same including delivery reports and cardholder replies | We request BOBCard to provide clarity on number of times legal notices/demand notices to be send to customer monthly through RPAD and at what intervals? | - | Variable and depending on business requirements. |
| 18 | 8 | 3.0. Scope of Work | Part A Legal Notices/Demand Notices management The Bidder shall be sending legal notices/demand notices on Advocates' letterhead through digital means (email, whatsapp, sms) as well as RPAD and to share timely MIS around the same including delivery reports and cardholder replies | - | Request BOBCard to consider the cost of sending every legal notice through RPAD would be at actuals as state/city wise the cost/rate per post is different & it keeps changing/increasing | It will be discuss at the time of RFQ. |
| 19 | 9 | 3.0. Scope of Work | Part A Legal Notices/Demand Notices management On BOBCARD's instructions the selected agency shall digitally send legal notices to delinquent / NPA/write off Customers through E-mail, SMS, WhatsApp. Number of notices may vary from time to time. | We request BOBCard to provide clarity on minimum number of notices to be send monthly | - | Variable and depending on business requirements. |
| 20 | - | - | General | - | We request BOBCard to consider 90 days beta period for all the scope of activity as listed below: A. Legal Notices/Demand Notices management B. Online Arbitration Case Filing (including sending of s21 and s17 notices) C. S25 Notices and Case Filing, Lok Adalats | 15 Days subject to approval from higher authorities. |
| 21 | - | - | General | - | Request BOBCard to share the SLAs for this process | It is already mentioned in the RFP Scope. |

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| 22 | - | - | General | - | Request BOBCard to share the delivery timelines for each scope of activity A. Legal Notices/Demand Notices management B. Online Arbitration Case Filing (including sending of s21 and s17 notices) C. S25 Notices and Case Filing, Lok Adalats | PART - A = 48 hrs, PART B & C - as per the court procedure. |
| 23 | - | - | Request BOBCard to provide clarity how the data would be shared to us for | Request BOBCard to provide clarity if there is any integration to be done with BOBCard existing platform | - | No integration at BOBCARD end. |
| 24 | - | - | General | - | Request BOBCard to share the KPI matrix with existing performance of last 3 months for all the scope of activity A. Legal Notices/Demand Notices management B. Online Arbitration Case Filing (including sending of s21 and s17 notices) C. S25 Notices and Case Filing, Lok Adalats | Not applicable. |
| 25 | - | - | General | Request BOBCard to provide clarity if there is any penalty that would be imposed on the bidder/OEM if the delivery timelines are missed How would be the penalties implemented on bidder side? | - | Same will be discussed with Shortlisted vendor only at the time of RFQ (Request for Quotation) |
| 26 | - | - | General | Request BOBCard to provide clarity on- the process would operate from bidder premise or BOBCard premise | - | Not applicable. |
| 27 | - | - | General | Please provide clarity is digital signature mandatory for uploading the supporting documents as requested in the RFP document? | - | Authority signature is mandatory at any mode. (can be digital or physical) |
| 28 | 7 | 2.2 | Tenure The tenure of the contract initially would be 3 years and will be extended for 2 years with same commercial and terms & conditions from the date of the issuance of first purchase order by the Company. Company can further extend this at its discretion at mutually agreed terms | - | We request for YoY inflation of 7% for 2nd & 3rd year & for 4th & 5th Year we request for 6% inflation to be considered | Same will be discussed with Shortlisted vendor only at the time of RFQ (Request for Quotation) |
| 29 | 18 | 7 | Payment Terms The Company will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Company shall make payment within 15 days from the date the dispute stands resolved. | - | We suggest to have a monthly payment and the payment to be made within 7 days from the date of receipt of invoice by Customer from the bidder. Any delayed payment beyond the stipulated period will attract a penalty of 1.5% per month on the original invoice amount | Not applicable. |
| 30 | 19 | 8.2 | Indemnity The Selected Vendor shall indemnify the company, and shall always keep indemnified and hold the Company, 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 Company | - | We suggest Indemnity clause to be mutual | Not applicable. |

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| 31 | 20 | 8.5 | <p>Termination Company shall have the option to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing. It is clarified that the Vendor shall not terminate the subsequent Agreement for convenience.if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Vendor to provide the Company, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Company. OrNon-conformity of the Deliverables or Services with the terms and Specifications of the RFP as observed during post-delivery audit or otherwise; orSerious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.</p> | - | We suggest the Termination clause to be bilateral in Nature. | Not applicable. |
| 32 | 23 | 8.7 | <p>Assignment The selected bidder agrees that the selected bidder shall not be entitled to assign any or all of its rights and/or obligations under this tender and subsequent agreement to any entity including selected Bidder's affiliate without the prior written consent of the Company</p> | - | We suggest to relax this clause giving bidder the right to Assign or sub-let this agreement to any of its Affiliates, subsidiaries or group entities with notice. | Not applicable. |
| 33 | 25 | 8.13 | <p>Monitoring and Audit Compliance with security best practices may be monitored by various periodic security audits performed by or on behalf of the Company. The periodicity of these audits will be decided at the discretion of the Company. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls. To the extent that the Company deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the selected bidder shall afford the Company's representatives access to the selected bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The selected bidder must provide the Company access to various monitoring and performance measurement systems (both manual and automated). The Company has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval/notice to the selected bidder.</p> | - | We suggest 7 days prior notice for any audit to be conducted by bank. | Same will be discussed with Shortlisted vendor only at the time of RFQ (Request for Quotation) |
| 34 | 25 | 8.15 | <p>Force Majeure For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Selected Bidder and not involving the Selected Bidder's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar day</p> | - | <p>We propose to add the below clause</p> <p>In situations like lock down of the Cities / Towns (experienced in Covid 19 periods), or any other similar unforeseen situations, where the Service Provider, in order to restore operations, plan working from home or make special arrangements to service from office, the Customer agrees to bear such additional costs to hire computers, other infrastructure, bear / reimburse additional transport costs etc.</p> | Same will be discussed with Shortlisted vendor only at the time of RFQ (Request for Quotation) |
| 35 | 28 | 8.24 | <p>Liquidated Damages Company expects that the selected bidder completes the scope of the project as mentioned in section 6 – Project timeline of this document within the timeframe specified. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. Company at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.</p> | - | We suggest to delete liquidated damages in the entire process as and where mentioned and applicable | Same will be discussed with Shortlisted vendor only at the time of RFQ (Request for Quotation) |

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| 36 | 29 | 8.29 | Confidentiality "Confidential information" means any and all information that is or has been received by the selected bidder ("Receiving Party") from the Company ("Disclosing Party") and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants. | - | We suggest to have confidentiality clause to be bilateral in nature as and where applicable in the entire transaction. | Same will be discussed with Shortlisted vendor only at the time of RFQ (Request for Quotation) |
| 37 | - | - | Absence of Limitation of Liability | - | We suggest to limit the Liability of the Service Provider with the following Clause stated below: Notwithstanding anything contained in this Agreement, Either Party's liability to the other party for damages, from any cause whatsoever and regardless of the form of action, whether in contract or in tort, including proven negligence, shall be limited to the actual amount billed by Service Provider to customer in the two (2) calendar months prior to the cause of action first arose which are subject to proven. | Same will be discussed with Shortlisted vendor only at the time of RFQ (Request for Quotation) |
| 38 | 5 | NA | Date and time for Eligibility and Technical Bid opening. | No Physical meeting for Technical Bid opening, bidders will be informed over email. Eligibility cum Technical bids will be opened, in the presence of the bidder's representatives who choose to attend the opening of technical bid. No separate communication shall be sent in this regard. Subsequently, the company will evaluate the Technical Bids and the bidders shall be suitably intimated about their Technical bid after evaluation. | Request BOBCard to provide clarity on the eligibility and technical bid opening dates would be communicated over e-mail and is it mandatory to attend the bid opening in-person? | Not required |
| 39 | 5 | NA | Online Submission Kindly submit documents thru https://eauction.auctiontiger.net/EPROC/ | - | Request BOBCard to make the event/bid live on the portal | Final technical scores will be share with the bidders and commercila bid openoing will be LIVE with shortlisted empaneled bidders only. |
| 40 | - | - | 4.2.1 | Performance Guarantee should be properly defined for each of the assignments separately | Performance parameters may vary depending upon Judicial proceedings. | Okay |
| 41 | - | - | 4.2.4 | Proper Defined Acceptance Criteria of delivered services | - | Okay |
| 42 | - | - | 4.3.6 | Proper timelines to get data before commencement of contract | - | Subject to fulfillment of various T&C same will get provided. |
| 43 | - | - | 4.3.9 | Clear definition of scope of work | Additional assignments beyond the defined scope of work should be discussed on case-to-case basis | Okay |
| 44 | - | - | 4.3.11 | Definite & detailed scope of work before implementation | Clause should be added that we can change timelines if additional scope of work is defined for fulfilment of the contract | Okay |
| 45 | - | - | 4.4.10 | SLAs should be revised, if the scope of the work is revised | | Okay |