

Engaging Competent Six resources (6(L-2)) and as per defined job description to work in Bank environment for 1500 man-days for YONO 2.0 along with any other assigned activities-Open RFP

SI No	RFP Page No	RFP Clause No	Existing Clause	Query/ Suggestions	Response
1	14	6	The Resources profile has to be shared by the bidders along with other required documents in the Technical bid	Given the dynamic nature of resource allocation in our industry, what provisions are in place if a resource identified in the proposal is allocated to another project/ becomes unavailable during the bid evaluation stage. Can we ensure the flexibility to substitute a resource with an equivalent skill set and qualification post the award of the project?	Anticipating such fluctuation and volatility in the industry ,share some resumes of the additional resources with the desired skill set to meet if any such exigencies arises.Despite of that if any such case arises the organisation has to replace only with the suitable resources as desired in the JD.However the resources will only be shortlisted after proper interaction.

2	44, 45	44, 45	<p>iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.</p> <p>iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.</p>	<p>Request to kindly include the below language under 44(iii) and 45(iii):</p> <p>"The SBI shall (i) notify the Service Provider of each notice and communication regarding any claim that would fall under this Section and (ii) give the Service Provider reasonable information and reasonable assistance necessary to defend all actions associated with such claim and to conduct all negotiations for its settlement or compromise.</p>	<p>Please adhere to the published guidelines in the RFP.</p>
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3	46	46	46. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:	<p>“Upon full payment by SBI, Service Provider shall grant to SBI a perpetual, non-revocable, non-exclusive license to use, copy, modify and prepare derivative works of the deliverable(s) developed for and delivered to SBI for SBI’s internal business purposes only, provided in no event shall SBI be permitted to use any Service Provider IP incorporated into any deliverable separate and apart from SBI’s permitted exploitation of such deliverable(s), or in any way competitive with Service Provider.”</p> <p>“Service Provider shall have no indemnification obligation under this Section for any losses resulting from or arising out of: (a) the combination of the deliverable by SBI with software, hardware, or other material not supplied (or approved in writing) by Service Provider; (b) the modification of any deliverable by SBI, or by Service Provider in compliance with specific written design specifications or instructions provided by SBI and required by SBI to be followed by Service Provider; (c) the direct or contributory infringement by SBI through the use of any deliverable other than in accordance with the terms and conditions of this RFP or the applicable statement of work; (d) use of any deliverable by SBI other than in accordance with the terms and conditions of this RFP or the applicable statement of work; (e) continued allegedly infringing activity by (or permitted or enabled by) SBI after SBI has been notified by Bidder of the possible infringement; or (f) SBI’s negligence or willful misconduct, in each case to the extent such infringement would not occur or exist but for the actions described in (a) – (f).”</p>	Please adhere to the published guidelines in the RFP.
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4	43	42	<p>iii. The limitations set forth herein shall not apply with respect to:</p> <ul style="list-style-type: none">(a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;(b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,(c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,(d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.	<p>Please note, the company cannot agree for uncapped liability. There are carve outs mentioned under LOL clause. Please propose a super cap. While the bidder is accountable for its services, there should be a reasonable limit on the financial exposure.</p>	<p>Please adhere to the published guidelines in the RFP.</p>
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1	58	EMD Exemption	EXEMPTION OF EMD AND TENDER FEE: Not applicable	As a startup company, we kindly request an exemption in Experience, Tender Fee and EMD Payment. Your consideration in this matter would be appreciated.	MSME and Start ups are exempted from EMD and tender fees on submission of proper documents as specified by Govt. of India. However the current engagement requires the resources and companies with the desired experience considering the complexity of the Job. Therefore no relaxation is granted for experience.
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