

Sl.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Response
1	39	Appendix-B Bidder's Eligibility Criteria, Appendix-L Format for Submission of Client References	5. Bidder should have active existence of more than 5 years in India. 6. Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.(Start and End Date of the Project to be mentioned) in the past (At least__ client references are required)	We have signed confidentiality agreements with our clients that limit our ability to disclose their names & the contracts / work orders with them. While we shall be happy to disclose the same where we are legally permitted to, we request you to accept the certificate with a brief description of our client (without disclosing their names), the nature of services we performed for them, the duration of the project and a tentative contract value duly attested by CA.	It is acceptable to us,However,numbers of similar projects undertaken to be provided.
2	39	Appendix-B Bidder's Eligibility Criteria, Appendix-L Format for Submission of Client References	6. Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.(Start and End Date of the Project to be mentioned) in the past (At least__ client references are required)	Please clarify how many references are required for this clause.	Minimum 5 references are required.
3	64	7. FEES, TAXES DUTIES AND PAYMENTS		As per our standard terms, we would like to add the clause on interest on late payment. "Bidder will impose a 1.5% per month late payment fee for invoices that remain unsettled after 30 days from raising the invoice." Request you to accept the same	Change not accepted.Conditions would remain as per RFP.

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4	64	7. FEES, TAXES DUTIES AND PAYMENTS	7.1.4 The Bank may withhold payment of any Services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service Provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidence, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices	We propose that the bank shall give a 7 days prior written notice to Service Provider indicating the reasons for such penalty or recovery of damages.	Change not accepted. Conditions would remain as per RFP.
5	53, 77	41. TERMINATION FOR CONVENIENCE: & 21 TERMINATION Annexure H- Penalties	1.The Consultant shall be liable to pay penalty of a sum equivalent to 1% of Quarterly bill payable for delay of 07 working days or part thereof (for the respective quarter) of the quarterly deliverables. The total such penalties will however not exceed 10 % of total Project Cost of respective quarter  2.On reaching the maximum of penalties specified, the Bank reserves the right to	1.We propose removing this Clause  2.Either of the parties should be able to terminate the contract.	Change not accepted. Conditions would remain as per RFP.

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6	99	5. Sanctions for Violations	iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.	We propose removing of this clause.	Change not accepted. Conditions would remain as per RFP.
7	49	Appendix F : Commercial BID	Commercial BID template	Please confirm if the commercial bid is to be submitted for the entire scope of 12 months (Phase I and Phase II) or only 6 months (Phase I)	The commercial bid is to be submitted for the entire scope of 12 months (Phase I and Phase II) .
8	46	Appendix E : Scope of work		Please confirm the advances portfolio covered under the scope (Corporate, SME, Retail & Personal, Agri).	The advances portfolio covered under the scope (Corporate, SME, Retail & Personal, Agri)
9	111	Exhibit IV	A - Experience in providing consultancy and demonstrated capability in having executed/completed/ ongoing projects of similar nature, with public sector banks/public sector financial institution/private sector banks in India, as on 30.09.2022 having minimum balance sheet size of 2 lakh Crores as of 31.03.2022.	As per Appendix C (Criteria 2), the criteria mentions any Indian or Global financial institutions (without any criteria of Rs.2 Lakh Crore as of 31.02.2022 or projects as of 30.09.2022). Would request you to clarify. Several cutting-edge recovery levers and innovation has been undertaken by niche players focused on maximising value from the NPA pool and the Bank would stand to gain from leveraging that experience.	This criteria will stand, However if you want to bring any additional innovation that is undertaken by niche players is acceptable.
10	30,78	Clause 41 , 21	TERMINATION FOR CONVENIENCE and Termination	We would like to propose the either of the parties should be able to terminate the contract.	Change not accepted. Conditions would remain as per RFP.

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11	8, 57	Clause 3 vi., 1.1.5	Definition: Deliverables/ Work product	We request the definition to be altered to the below,  "Deliverable(s)" means (i) final versions of presentations, reports, films, sound and video recordings prepared during the Engagement; and (ii) Software Deliverables together with other material that the Consultant provides to SBI (if any), to be delivered by the Consultant as part of the Services."	Change not accepted. Conditions would remain as per RFP.
12	20, 76	Clause 27 And Clause 20 of Appendix-I	Right to Audit	We principally are okay with the obligations stipulated within the clause, save for one clarification. The clause thereby would read as,  <i>"The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by Bank (which shall not be a competitor of the Consultant)/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters...."</i>	Change not accepted. Conditions would remain as per RFP.
13	21, 74	Clause 30 iii. (a) and (c) and Appendix- I clause 18.3 (i) and (iii)	Limitation of Liability	We are in principle aligned with the obligation stated herein. We kindly request a. deletion of the 30. iii. (a) and (c). the clause thereby would read as,  "iii. The limitations set forth herein shall not apply with respect to: (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....." b. addition of the below language regarding indemnification obligations,  "Any and all claims regarding any indemnification obligation shall be subject to clause 20. i."	Change not accepted. Conditions would remain as per RFP.

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14	24	Clause 35	Liquidated Damages	We suggest deleting this clause in entirety. We will pay actual damages as determined by a court, and suggest removing a pre-agreed penalty/ liquidated damages from the Contract.	Change not accepted. Conditions would remain as per RFP
15	29	Clause 38. ii. And Appendix-I clause 21.3	Termination for Default and Termination	We principally are okay with the obligations stipulated within the clause,  "ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated."	Change not accepted. Conditions would remain as per RFP.
16	82	27.6	Miscellaneous	Request addition of the below language to clause 27.6, 'Neither Party will make any public announcement nor press release regarding any Proposal nor any activities performed under it without the prior written consent of the other Party. Except as required by law, no reference may be made to Consultant in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution.'	Clause will be added at the time of final agreement .

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17	-	New Clause	<i>Request for addition of the clause</i>	<p>As Consultant prepares a deliverable specifically for SBI as per their requirements and instructions, we urge inclusion of the below, which shall protect Consultant's rights against any third party claims that may arise from unauthorized re-distribution of the deliverable.</p> <p>"SBI acknowledges and agrees that the Deliverables are prepared solely for the SBI's internal use. The SBI will not disclose the Deliverables or make the Deliverables available for use by any third party without the prior written consent of CONSULTANT. The SBI will procure that any third party to which it wishes to disclose the Deliverables or any other CONSULTANT materials or work must first sign CONSULTANT's standard form of non-reliance letter. CONSULTANT can provide the SBI with a copy of this form upon the SBI's request. If CONSULTANT agrees to the SBI disclosing the Deliverables to third parties, the SBI agrees that CONSULTANT will not be responsible for any Losses incurred by the SBI or any third party as a result of or in connection with such disclosure, or the third party's use of, or reliance on the Deliverables or any other aspect of CONSULTANT's work."</p>	Change not accepted. Conditions would remain as per RFP.
18	-	New Clause	<i>Request for addition of the clause</i>	As the project may include use of either CONSULTANT tool or a third-party tool. We, at a later stage may include certain additional terms and conditions governing usage of tools. Also, we would ensure that CONSULTANT and the SBI reaches a mutually acceptable final agreement in an expedited manner.	Any agreement of use of Consultant tool and third party tool should be in alignment with master agreement with SBI and shall not have additional cost implication for SBI.