

**RFP No. SBI/GITC/SPECIAL PROJECTS-III/2024/2025/1244 Dated 27.11.2024 : Clarifications to Pre-Bid Queries Dated 06.12.2024**

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
1	23	25. Services	Service Provider shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.	Are the primary site, where our resources are located, and the DR site in different geographical locations? If Yes, Kindly share the location details of DR.	Location for the onboarded resources will be Navi Mumbai.
2	23	25 & 26	Services (i)	SBI Bank to kindly specify the possible locations where support (if any) is required.	
3	23	25 & 26	Services (ii)	SBI Bank to kindly specify the possible locations for on-call/on-site support.	
4	47	Appendix E Description of Services	The IT partner resources onboarded through this RFP will be broadly categorized as below for providing support to various applications of IT SP3 department and the categorization may be modified as per Bank's discretion whenever necessary.	Is the State Bank of India's Global IT Centre at Navi Mumbai is the primary location for all these resources?	
5	61	Appendix I Other Terms and Penalties	The resources provided will have to work on all working days of the Bank for eight hours per day, excluding one hour for lunch/ dinner/ any refreshment break etc, in any shift (exclusion of one hour break is not applicable in 24X7 shift) as specified in Purchase Order. Calculation of pro-rata rate per hour per resource for deduction or additional payment will be derived by dividing the rate per day per resource by 8 hours.	Will the resources need to work night shifts?	As per RFP
6	47	Appendix E Description of Services	The IT partner resources onboarded through this RFP will be broadly categorized as below for providing support to various applications of IT SP3 department and the categorization may be modified as per Bank's discretion whenever necessary.	Will the majority of these resources be required to work from the office, or will remote work be permitted?	As per RFP
7	51	Appendix F	Rate per item/Per resource etc. (as applicable)	Please advise the unit measure for which the rate has to be quoted. Is it per Day or per month. This clarification will enable us to provide a competitive price for this RFP.	Rate per Resource per Day to be quoted under this head
8	62	Appendix I Other Terms and Penalties	The resources have to report within 35 days from the date of finalization of the resources by the Bank or a later period that may be specified in the PO.	"Finalization of Resources": What specific actions or processes are considered "finalization of resources"? Is it the approval of resource profiles, the issuance of offer letters, or the actual onboarding of resources?	As per RFP
9	62	Appendix - I : Liquidated Damages	Maximum cap of liquidated damages under the respective PO will be 5% of total PO value.	Request Bank to clarify on total capping, Is there a cumulative cap on the total penalties that can be imposed under the contract, or are the 10% yearly limit and the 5% per-PO limit separate?	As per RFP
10	67	2. SLA Qualifiers - Penalty	The overall yearly limit on total penalty shall be 10% of the total yearly billed amount.		

11	41	TECHNICAL BID ELIGIBILITY EVALUATION (Point No. 4)	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 3 client references are required)		
12	44	TECHNICAL BID ELIGIBILITY EVALUATION (Point No. 9)	The bidder must have successfully executed/ completed similar services, over the last five years i.e. the current financial year and the last five financial years: - a) Three similar completed services each with resource engagement of 18 or more; or b) Two similar completed services each with resource engagement of 23 or more; or c) One similar completed service with resource engagement of 36 or more.	Point No. 4 and 9 in Technical Bid Eligibility is contradictory. Please clarify the specific requirements for the number and type of client references. Are three references sufficient, or are six required?	As per RFP
13	9	3 (v)	“Total Contract Price/Project Cost/TCO” means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.	Request SBI team to consider the below modified changes: “Total Contract Price/Project Cost/TCO” means the price payable to Service Provider over the entire period of Contract for the services rendered under full and proper performance of its contractual obligations.	As per RFP
14	23	24	Request SBI team to confirm on this clause	In any case, upon expiration of Performance Bank Guarantee (PBG) or the Agreement, SBI shall return the PBG within 15 days of its expiry. If not, the same shall be deemed to be released and the obligation referred therein or in connection therewith shall stand null and void.	As per RFP
15	24	34 (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.	Request SBI team to consider the below modified changes: 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 due to solely attributable to Service Provider’s negligence which are not at Bank’s premises. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.	As per RFP

16	24	34 (iv)	Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.	Request SBI team to consider the below modified changes:  Service Provider is responsible for such activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours which are not conducted as per the direction of SBI.	As per RFP
17	25	37. LIQUIDATED DAMAGES:	If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	Proposed - The proposed penalty of 0.5% per week seems excessive. Such a significant penalty could inadvertently incentivize the Service Provider to prioritize speed over quality, potentially leading to suboptimal outcomes. We believe a more collaborative approach, focused on shared success, would be beneficial for both parties. We propose exploring alternative mechanisms, such as incentive-based structures or performance-linked fees, to incentivize timely and quality delivery.	As per RFP
18	25	29	As per scope of this RFP, sub-contracting is not permitted	Request SBI team to consider the below modified changes:  As per scope of this RFP, sub-contracting is not permitted, except to any to its group companies or affiliates or subsidiaries	As per RFP
19	63	1. Penalty on violation of SLAs	Penalty Calculation on Violation of Service levels for SBI	Given that this is a Time and Material project where the deliverables are owned by the Bank, we'd like to understand the rationale behind imposing SLAs on the Service Provider's resources.	As per RFP
20	25	34 (vi)	Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.	Request SBI team to consider the below modified changes:  Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one day of becoming aware hour of detection.	As per RFP

21	73	1.1.9	<p>“EOI” shall mean REQUEST FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE vide RFP No. SBI/GITC/IT-Partner Relationship/2023/2024/1042 Dated: 22.09.2023 and unless otherwise specifically stated under this Agreement shall also include the Empanelment Agreement executed between the Bank and Service Provider in pursuant to EOI.</p>	<p>Request SBI team to consider for deletion part of the clause:</p> <p>“EOI” shall mean REQUEST FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE vide RFP No. SBI/GITC/IT-Partner Relationship/2023/2024/1042 Dated: 22.09.2023 and unless otherwise specifically stated under this Agreement shall also include the Empanelment Agreement executed between the Bank and Service Provider in pursuant to EOI.</p>	As per RFP
22	74	1.2.9	<p>The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.</p>	<p>Request SBI to amend the clause as "The terms not defined in this agreement shall be understood in technical sense in accordance with the industrial practices."</p>	As per RFP
23	74	1.3.2	<p>This Agreement shall be in force for a period of _____ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.</p>	<p>Request SBI team to consider the below modified changes:</p> <p>This Agreement shall be in force for a period of _____ year(s) from Effective Date, unless terminated by the either Party Bank by notice in writing in accordance with the termination clauses of this Agreement.</p>	As per RFP
24	76	3.1.1	<p>Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.</p>	<p>Request SBI team to consider the below modified changes:</p> <p>Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax deducted at source (TDS) thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.</p>	As per RFP

25	77	3.4.2	<p>The Bank may withhold payment of any product/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 evidences, 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.</p>	<p>Request SBI team to consider the below modified changes:</p> <p>The Bank may withhold payment of any product/services that it disputes in good faith, provided, however, that such disputes are raised by the Bank within 15 days from the date of receipt of invoice. If no dispute is raised by the Bank within 15 days, the invoice shall be deemed to undisputed. Further, Bank may set-off penalty amount or any other amount which is mutually agreed between the Parties 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 evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider, for reasons solely attributable to 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.</p>	As per RFP
26	79	4.2 (i) (f)	<p>Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.</p>	<p>Request SBI team to consider the below modified changes:</p> <p>Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than 15 day of becoming aware hour of detection.</p>	As per RFP
27	81	5.2.1	<p>Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.</p>	<p>Request SBI team to consider the below modified changes:</p> <p>"Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, as mutually agreed between the Parties in the respective SOWs executed under this Agreement."</p>	As per RFP

28	81	5.2.5	<p>Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.</p>	<p>Request SBI team to consider the below modified changes:</p> <p>"Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested during the term of the Agreement."</p>	As per RFP
29	82	5.2.7	<p>Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.</p>	<p>Request SBI team to consider the below modified changes:</p> <p>Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct (within the local area of such city), only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.</p>	As per RFP
30	82	5.2.9	<p>During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.</p>	<p>Request SBI team to consider the below modified changes:</p> <p>During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, for reasons solely attributable to Service Provider, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished only in such case where the Service Provider has defaulted and not render services or product as per the instructions of the SBI. In such case, Service Provider shall without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank replace or repair the software.</p>	As per RFP

31	82	6.1	<p>Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider’s breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank. The Service provider shall indemnify and keep fully and effectively indemnified and hold harmless the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider.</p>	<p>Request SBI team to consider the below modified changes:</p> <p>"Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may directly suffer or incur on account of (i) Services Provider’s material breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank. The Service provider shall indemnify and keep fully and effectively indemnified and hold harmless the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider. However, all indemnities, if any, arising out of or in relation to this Agreement can be brought against Service Provider within 2 years from the date of termination of this Agreement.</p> <p>SBI agrees to indemnify Service Provider on demand losses, damages, against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the</p>	As per RFP
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32	83	General Indemnity	<p>6.1 Service Provider agrees and hereby keeps the Bank indemnified and hold harmless against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider’s breach of its warranties, covenants, responsibilities, declarations or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank. The Service provider shall indemnify and keep fully and effectively indemnified and hold harmless the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider</p> <p>6.2 Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co operate with other service providers thereby ensuring expected performance covered under scope of work</p>	<p>Proposed - While we appreciate the intent behind the proposed indemnity clause, We believe that an indemnity clause of this nature could have potential legal and commercial implications for both parties. We would be open to exploring alternative risk-sharing mechanisms that are more equitable and aligned with industry standards. We believe that a more balanced approach, considering the specific circumstances of the project, would be mutually beneficial.</p>	As per RFP
33	83	(Add as) 6.3	General Indemnity	<p>Request SBI team to consider the below modified changes:</p> <p>"If Bank (or its associate or other user) becomes aware of any third party claim as described above or any matter or event which might give rise to such claim being made against it or the Service Provider or its associates, officers, employees and/or agents and authorised representatives it shall</p> <p>(a) procure that notice of such third party claim is promptly given to the Service Provider and</p> <p>(b) not make (or, as appropriate, shall co-operate to procure that any other user or associate shall not make) any admission of liability, agreement or compromise with any person, body or authority in relation to any such third party claim without obtaining the Service Provider’s prior written consent.</p> <p>The Service Provider shall at its own cost be entitled to defend any such claim and take all such actions as may be required in respect thereof at its sole discretion. The Bank shall not settle any such claim without the consent of the Service Provider.</p> <p>The aforesaid shall prevail over and supersede any other provision relating to third party IPR claims wherever contained"</p>	As per RFP



34	84	16. TERMINATION	<p>16.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement or respective Purchase Order/SOW in whole or in part:</p> <p>(a) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement or respective Purchase Order/SOW, or any extension thereof granted by the Bank;</p> <p>(b) If Service Provider fails to perform any other obligation(s) under the Agreement or respective Purchase Order/SOW;</p> <p>(c) Violations of any terms and conditions stipulated in the RFP;</p> <p>(d) On happening of any termination event mentioned herein above in this Agreement.</p> <p>Prior to providing a written notice of termination to Service Provider under above mentioned sub-clause (i) to (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.</p> <p>16.2 Notwithstanding anything contrary contained in this Agreement, the Bank may cancel the respective Purchase Order/SOW immediately by giving written notice to Service Provider, if Service Provider fails to meet the delivery schedule/timelines as defined in this Agreement and/or respective Purchase Order(s)/SOW.</p> <p>16.3 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination of</p>	<p>Proposed: Both parties understand that unforeseen circumstances may arise, and either party may need to terminate the Agreement under such circumstances.</p> <p>EY will include flexible termination provisions in the Agreement, recognizing that unforeseen circumstances may arise and that a collaborative approach to contract termination is beneficial for both parties.</p> <p>“In the event of unforeseen circumstances or changes in regulatory requirements that materially impact our ability to provide the agreed-upon services, EY may, in its sole discretion, terminate the Agreement or specific Services”</p>	As per RFP
35	84	15.1	<p>Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.</p>	<p>Request SBI team to consider the below modified changes:</p> <p>Subject to payment of all dues payable by the Bank, Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.</p>	As per RFP

36	84	16.1	<p>The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement/respective Purchase Order/SOW in whole or in part:</p> <p>(a) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement/SOW, or any extension thereof granted by the Bank;</p> <p>(b) If Service Provider fails to perform any other obligation(s) under the Agreement/SOW;</p> <p>(c) Violations of any terms and conditions stipulated in the RFP/ Agreement/SOW;</p> <p>(d) On happening of any termination event mentioned herein above in this Agreement/SOW.</p>	<p>Request SBI team to consider addition of the following clause:</p> <p>"The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement/respective Purchase Order/SOW in whole or in part:</p> <p>(i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement/SOW, or any extension thereof granted by the Bank ;</p> <p>(ii) If Service Provider fails to perform any other obligation(s) under the Agreement/SOW;</p> <p>(iii) violations of any terms and conditions stipulated in the RFP/ Agreement/SOW;</p> <p>(iv) On happening of any termination event mentioned herein above in this Agreement/SOW.</p> <p>Prior to providing a written notice of termination to Service Provider, the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement/respective Purchase Order/SOW. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause."</p>	As per RFP
37	85	16.2	<p>Notwithstanding anything contrary contained in this Agreement, the Bank may cancel the respective Purchase Order/SOW immediately by giving written notice to Service Provider, if Service Provider fails to meet the delivery schedule/timelines as defined in this Agreement and/or respective Purchase Order(s)/SOW.</p>	<p>Request SBI team to consider the below modified changes:</p> <p>Notwithstanding anything contrary contained in this Agreement, the Bank may cancel the respective Purchase Order/SOW immediately by giving written notice to Service Provider (of at least 30 days or such extended period which may be required to cure the breach), if Service Provider fails to meet the delivery schedule/timelines as defined in this Agreement and/or respective Purchase Order(s)/SOW.</p>	As per RFP

38	85	16.3	<p>The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.</p>	<p>Request SBI team to consider the below modified changes:</p> <p>Either Party The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the either Party's Bank's convenience, the extent to which either party has not fulfilled its obligations under this Agreement due to which performance of the Service Provider under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination of the Agreement for the either Party's Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.</p>	As per RFP
39	85	16.4	<p>In the event the Bank terminates the Agreement or respective Purchase Order/SOW 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 clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement or respective Purchase Order to the extent not terminated.</p>	<p>Request SBI team to consider the below modified changes:</p> <p>In the event the Bank terminates the Agreement or respective Purchase Order/SOW in whole or in part for the breaches solely 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 clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement or respective Purchase Order to the extent not terminated.</p>	As per RFP
40	86	16.5 (iii)	<p>If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.</p>	<p>Request SBI to amend the clause as "If any willful acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees."</p>	As per RFP
41	86	(Add as) 16.9	<p>Termination for default</p>	<p>Request SBI team to consider addition of below clause:</p> <p>"The Service Provider shall have the right to terminate the Agreement/ respective Purchase Order or SOW in the event of any material breach of its obligation(s) hereunder by theBank and such breach is not remedied by the Bank within thirty (30) days of a written notice issued by the Service Provider."</p>	As per RFP

42	86	17	<p>DISPUTE REDRESSAL MACHANISM &amp; GOVERNING LAW:</p> <p>17.4 Service Provider shall continue work under the Agreement/SOW during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.</p>	<p>Request SBI team to consider the below modified changes:</p> <p>Service Provider Either Party shall continue fulfil its obligations work under the Contract/SOW during the arbitration proceedings unless otherwise mutually agreed for discontinuations of service directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.</p>	As per RFP
43	86	18	<p>The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the respective Purchase Order Value &amp; SOW as the case may be. ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.</p> <p>iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in respective Purchase Order Value &amp; SOW, before the finally selected Bidder(s) proceeds with the change</p>	<p>Request SBI team to consider for deletion of the whole clause:</p> <p>The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the respective Purchase Order Value &amp; SOW as the case may be. ii. In any case in which the successful Bidder has received</p>	As per RFP
44	87	23. GENERAL TERMS & CONDITIONS	<p>During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider</p>	<p>Proposed - Given the competitive nature of the talent market, non-solicitation clauses can limit our ability to attract and retain top talent. We believe that a more flexible approach would be beneficial for both parties.</p>	As per RFP

45	87	20	<p>The maximum aggregate liability of Service Provider under the empanelment Agreement, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed Rs. 10,00,000/- (Rupees Ten Lakh only) or equivalent to amount of Performance Security in form of Bank Guarantee [BG] submitted by Service Provider in pursuant to this RFP, whichever is greater. The maximum aggregate liability of Service Provider under the respective LIMITED TENDER ENQUIRY and SOW to be entered in pursuant to such LIMITED TENDER ENQUIRY, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this LIMITED TENDER ENQUIRY/SOW shall not exceed the total Purchase Order Value agreed to be paid under such Purchase Order giving rise to such claims or equivalent to amount of Performance Security in form of Bank Guarantee [BG] submitted by Service Provider in pursuant to respective LIMITED TENDER ENQUIRY, whichever is greater.</p>	<p>Request SBI team to consider the below modified changes:</p> <p>Notwithstanding anything contained under this Agreement, the maximum aggregate liability of Service Provider under the empanelment Agreement, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed fees paid by the Bank in the preceding twelve (12) months under the relevant SOW under which the claim arise Rs. 10,00,000/- (Rupees Ten Lakh only) or equivalent to amount of Performance Security in form of Bank Guarantee [BG] submitted by Service Provider in pursuant to this RFP, whichever is greater.</p> <p>The below clause is the repetition of the above statement. Request for deletion of the same.</p> <p>The maximum aggregate liability of Service Provider under the respective LIMITED TENDER ENQUIRY and SOW to be entered in pursuant to such LIMITED TENDER ENQUIRY, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this LIMITED TENDER ENQUIRY/SOW shall not exceed the total Purchase Order Value agreed to be paid under such Purchase Order giving rise to such claims or equivalent to amount of Performance Security in form of Bank</p>	As per RFP
46	87	21	<p>For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.</p>	<p>Request SBI team to consider the below modified changes:</p> <p>"For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, pandemnic, government imposed lockdown, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any reasonably foreseeable events, commercial considerations or those involving fault or gross negligence on the part of the party claiming Force Majeure."</p>	As per RFP

47	88	23.7	<p>ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:</p> <p>(i) This Agreement;  (ii) Annexure of Agreement;  (iii) Purchase Order No. _____ dated _____;  (iv) RFP; and  (v) EOI</p>	<p>Request SBI team to consider the below modified changes:</p> <p>"The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:</p> <p>(i) This Agreement;  (ii) Annexure of Agreement;  (iii) Purchase Order No. _____ dated _____;  (iv) RFP; and  (v) EOI</p>	As per RFP
48	88	Add as new clause	Assignment	<p>Request SBI to add the clause for Assignment as:  "Either Party shall have the right to assign this Agreement in whole or in part to any third party with other Party's prior approval."</p>	As per RFP
49	115	3.8 Audit Rights:	<p>The Processor shall make available to State Bank of India and any supervisory authority or their representatives the information necessary to demonstrate its compliance with this Agreement and allow for and contribute to audits and inspections by allowing State Bank of India, its Client, a supervisory authority or their representatives to conduct an audit or inspection of that part of the Processor's business which is relevant to the Services [on at least an annual basis (or more frequently when mandated by a relevant supervisory authority or to comply with the Data Protection Legislation) and] on reasonable notice, in relation to the Processing of Personal Data by the Processor</p>	<p>Proposed - While we understand the desire for transparency, it's important to balance this with the need to protect sensitive information. We believe that a more balanced approach to information sharing, considering the specific nature of the engagement and the sensitivity of the information, would be mutually beneficial.</p>	As per RFP
50	129	Miscellaneous (i) - Confidentiality Obligation.	<p>The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.</p>	<p>Proposed: Considering the nature of the project and the limited duration of the contract, a shorter confidentiality period may be more appropriate.</p>	As per RFP

51	137	Appendix-N Clause 5.1	<p>Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:</p> <p>ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.</p> <p>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.</p> <p>v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.</p> <p>vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.</p>	<p>Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:</p> <p>ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.</p> <p>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.</p> <p>v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.</p> <p>vi) To cancel all or any other Contracts with the</p>	As per RFP
52	138	Appendix-N Clause 5.2	The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.	The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.	As per RFP
53	37-41	Appendix C	Technical & Functional Specifications	Please share details about technology stack of bank's products	As per RFP
54	37-41	Appendix C	Technical & Functional Specifications	Please share details about reporting tools used for MIS reports	As per RFP
55	37-41	Appendix C	Technical & Functional Specifications	Please elaborate on the difference responsibilities between SME, Junior, Senior roles for same skill set. (Example - Database administrator (SME, Junior, Senior, Production Support - Senior, Junior)	As per RFP
56	37-41	Appendix C	Technical & Functional Specifications	Production support and service desk support have same skill sets. Please elaborate on the difference in responsibilities	As per RFP
57	37-41	Appendix C	Technical & Functional Specifications	Please provide mandatory skills and responsibilities for all the profiles - SME, junior, senior	As per RFP

58				<p>What is the specific leave policy for these resources? Are they entitled to sick leave, casual leave, vacation leave, and other types of leave?</p>	As per RFP
59	25	37	<p>If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.</p>	<p>Request SBI team to consider the below modified changes:</p> <p>If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of delayed value of such SOW under which the claim arises total Project Cost for delay of each week or part thereof, subject to maximum up to 5% 10% of delayed value of the total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.</p>	As per RFP
60	27	47 (ii)	<p>Prices quoted should be exclusive of all GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (Appendix- F).</p>	<p>Request SBI team to confirm that any additional expenses including travelling, accommodation expenses, etc. incurred by the Service Provider associated with the Services shall be reimbursed by the Client to the extent they are pre-approved by Client.</p>	As per RFP
61	37	Appendix C - Technical & Functional Specifications	<p>1. PMP Certification from Project Management Institute (PMI) or Prince 2. 2. Oracle Certification in WebLogic 3. Oracle Certified Professional (OCP) in Database Administration 19c.</p>	<p>Must the resource possess the exact certifications listed in the RFP, or are equivalent certifications acceptable?</p> <p>Also Request Bank to change all mandatory Certifications to desired as there are resources with relevant experience but are not certified.</p> <p>We Propose following change in the clause:</p> <p>1. Oracle Certification in WebLogic or equivalent 2. Oracle Certified Professional (OCP) in Database Administration 19c/12c. or equivalent</p>	As per RFP