

IT-CMD RFP -1364- Responses for Pre-Bid queries					
Sl. No.	RFP Pg. No.	RFP Clause No	Existing Clause	Query/Suggestions	SBI Response
1	57	Appendix F	Total amount Per month (Amount in Rs.) (C) (C = A x B x 26 days)	Would this be 26 working days/month or working on all banking days (excluding bank holidays)	As per RFP, the cost of resource is calculated on per day basis. 26 days means excluding 4 Sundays of the month. Resources working on Sunday will get comp off.
2	24	Section 25.3	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.	Will comp-off be given for resources called on such days	Yes.Comp-off will be given, If resources are working on Sundays.
3	39	Appendix E	NA	Is this SOP based work or are the resources expected to be experts in complaint management?	As per RFP.
4	63	Appendix-I Other terms and Penalties	The Bidder shall provide detailed CV specifying the professional experience of resources required per category as per the PO within 21 days from the date of issuance of PO. The initial screening/ interview must be done by the bidder as per their standard procedure before submitting the CV(s) to the bank. Interview to be conducted for the candidates within 28 days from the date of issuance of PO.	Please confirm the following details: 1. What is the process for conducting the interviews? 2. How many batches will be scheduled? 3. How many candidates will be included in each batch? 4. What will be the location for the interviews?	As per Bank internal process interview will be conducted and qualified candidates will be intimated. Interviews will be conducted at SBI,IT-Complaints Management Department, Mahape, Navi Mumbai or any other place advised by the complaint management department
5	-	General Query	General Query	We kindly request a one-week extension for the submission of bid.	As per RFP.
6	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.	<u>Request SBI team to consider the below modified changes:</u> "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.
7	10	4		<u>Request SBI team to incorporate the modification as suggested below:</u> <i>Acceptance of Deliverable: Service Provider will provide the services in accordance with the SOW and/ or agreed SLA. SBI shall accept/or reject the deliverable within ten (10) days of delivery. If case of rejection, SBI shall clearly state the deficiencies in deliverable in writing. Any rejected deliverable shall be corrected by Service Provider without any additional cost to SBI . In case SBI does not provide rejection or acceptance within the specified timeline, the deliverables shall be deemed to be accepted by SBI.</i>	As per RFP.
8	13	9	EMD	<u>Request SBI team to consider for the deletion of clause vii and incorporate the modification as suggested below:</u> <i>vii. If any of the participating Bidder backs out from the Bid, then the EMD shall be returned on an as-is-basis to the Bidder within one (1) month from the date of backing out from the bid as it enables the Bidder to recollect the EMD for backing out from the Bid</i>	As per RFP.
9	23	24 (iii)		<u>Request SBI team to consider for addition of below clause:</u> <i>In any case, if upon expiration of Performance Bank Guarantee (PBG), it is not released within 15 days of its expiry, the said PBG shall be deemed to be released and the obligation referred therein or in connection therewith shall stand null and void.</i>	As per RFP.
10	24	29	As per scope of this RFP, sub-contracting is not permitted	<u>Request SBI team to consider the below modified changes:</u> <i>As per scope of this RFP, sub-contracting is not permitted, except to any to its group companies or affiliates or subsidiaries</i>	As per RFP.
11	24-25	30	The Agreement/ SLA will be valid for the period of 3 year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.	The Agreement/ SLA will be valid for the period of 3 year(s). The Bank Parties reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.	As per RFP.
12	25	31	Limitation of Liability: Applicable as defined under EO1	<u>Request SBI team to consider the below modified changes in the clause mentioned in EO1 for the purpose of this RFP.</u> <i>Notwithstanding anything contained under this Agreement, the maximum aggregate liability of Service Provider under the empanelment Agreement, 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.</i>	As per RFP.

13	25	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.	<u>Request SBI team to consider the below modified changes:</u> 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.
14	25	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.	<u>Request SBI team to consider the below modified changes:</u> 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.
15	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.	<u>Request SBI team to consider the below modified changes:</u> 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.
16	26	36	Intellectual Property Rights	<u>Request SBI to incorporate the below modified provision:</u> The Service Provider shall have the ownership to retain any pre-existing intellectual property rights arising out from any new development, or from any new product while delivering or performing the services within the tenure of the Agreement.	As per RFP.
17	26	37	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.	<u>Request SBI team to consider the below modified changes:</u> 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 total Project Cost for delay of each week or part thereof maximum up to 5% of delayed value of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	As per RFP.
18	34	40, 42 and 43	Termination for default, Termination for insolvency & Termination for convenience	<u>Request SBI to consider the proposed clauses for Termination:</u> (i) Either Party shall have the right to terminate this Agreement/ RFP or any SOW under this Agreement, in the event that the other party (a) materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice specifying the breach or shortcoming in deliverable or (b) enters into liquidation, whether or not voluntarily, or a receiver is appointed to all or any material part of its assets, or the other party becomes bankrupt or insolvent or enters into any arrangement with its creditors, or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they become due; (ii) Either Party may terminate the Agreement for convenience by providing sixty (60) days written notice to the other Party.	As per RFP.
19	28	47 (ii)	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).	<u>Request SBI team to consider the below modified changes:</u> 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. However, any additional expenses including but not limited to 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. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (Appendix- F).	As per RFP.
20	65	Appendix-I (D) - Maximum Penalty	The maximum limit on above mentioned penalties in any year during the contract period shall not exceed 20% of the total amount payable by the Bank.	<u>Request SBI team to relax the maximum penalty amount of 20% and consider to be revised to 10%. Such heavy financial penalty would result landing Bidder with loss.</u>	As per RFP.
21	71	Appendix-J - 1.1. 9	"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.	<u>Request SBI team to consider for deletion part of the clause:</u> "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.	As per RFP.
22	72	1.2.9	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.	<u>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."</u>	As per RFP.

23	72	1.3.(ii)	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.	<u>Request SBI team to consider the below modified changes:</u> 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.	As per RFP.
24	69	3.1.1	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.	<u>Request SBI team to consider the below modified changes:</u> 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.	As per RFP.
25	70	3.4.2	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.	<u>Request SBI team to consider the below modified changes:</u> 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.	As per RFP.
26		3.4.3		<u>Request SBI team to consider the proposed clause:</u> <i>Except as otherwise provided above or in a Statement of Work, the Service Provider shall raise invoice to the Client due under this Agreement on a monthly basis. The Client shall make payment of undisputed amount under the invoice within thirty (30) days from the date of invoice. The discrepancies in the invoices, if any may be raised by the Client in good faith within seven (7) days. The invoice shall be deemed to be undisputed if the discrepancies are not raised within seven (7) days. For disputed invoice, the Parties shall mutually discuss the dispute in good faith and settle the disputes amicably. Further, once the discrepancies are cleared, the Client shall be liable to pay the amount to the Service Provider within seven (7) days of clearance. Notwithstanding any other provision of this Agreement, if the Client fails to pay any invoice in full by the due date, the Service Provider may, in its sole discretion, suspend all or any part of the Services to the Client upon thirty (30) days written notice until payment is received. The Service Provider also reserves the right to charge interest of 12% per annum, on such outstanding Service fee from the due date of payment of original invoiced Service fee until the entire Service fee (including interest, if any) is paid by the Client to the Service Provider. The rights and remedies set forth herein are in addition to any other rights or remedies the Service Provider may have against the Client in connection with any non-payment.</i>	As per RFP.
27		3.4.4		<u>SBI team to incorporate the COLA rates considering the T&M arrangement.</u> <i>If the term of the Agreement exceeds one year, the billing rates for each succeeding year during the term of the Agreement shall be increased annually by a fixed rate of 6% over and above the billing rates applicable to the immediately preceding year for the relevant Services. This fixed annual increase shall serve as the Cost-of-Living Adjustment (COLA) for the purposes of this Clause. The adjustment shall take effect on each anniversary of the Effective Date of this Agreement</i>	As per RFP.
28	77	4.2 (i) (f)	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.	<u>Request SBI team to consider the below modified changes:</u> 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.	As per RFP.
29	79	5.2.1	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.	<u>Request SBI team to consider the below modified changes:</u> "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 . "	As per RFP.

30	79	5.2.5	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.	<u>Request SBI team to consider the below modified changes:</u> "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 ."	As per RFP.
31	80	5.2.7	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.	<u>Request SBI team to consider the below modified changes:</u> 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.	As per RFP.
32	80	5.2.9	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.	<u>Request SBI team to consider the below modified changes:</u> 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 .	As per RFP.
33	80	6.1	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.	<u>Request SBI team to consider the below modified changes:</u> "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. 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 hardware, software and/or any other product provided by SBI infringes the intellectual property rights (including without limitation any patent, copyright, registered design, design right or trademark) of any third party."	As per RFP.
34	81	(Add as) 6.3	General Indemnity	<u>Request SBI team to consider the below modified changes:</u> "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 (a) procure that notice of such third party claim is promptly given to the Service Provider and (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. 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. The aforesaid shall prevail over and supersede any other provision relating to third party IPR claims wherever contained"	As per RFP.
35	81	11	As per scope of this RFP, sub-contracting is not permitted	<u>Request SBI team to consider the below modified changes:</u> 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.

36	82	12	IPR	<p><u>Request SBI to incorporate the below modified provision:</u></p> <p><i>Each party will retain its pre-existing Intellectual Property Rights and nothing in this agreement assigns or transfers the pre-existing Intellectual Property Rights of one party to the other. Neither party may assert or bring any claim for ownership of any or all of the other party's pre-existing Intellectual Property Rights.</i></p> <p><i>To the extent that any pre-existing Intellectual Property Rights of Service Provider is incorporated into the deliverables, Service Provider grants to the Bank/ SBI a, limited period, non-transferable, non-licensable, royalty-free, non-exclusive license to use such pre-existing Intellectual Property Rights as part of the deliverables for SBI solely to the extent necessary for SBI to use the Services or deliverable during the term of the relevant SOW, provided that no portion of Service Provider's Intellectual Property Rights will be unbundled or separated or used as standalone product or deployment tool;</i></p>	As per RFP.
37	82	14	Confidentiality	<p><u>Request SBI team to incorporate the modified clause:</u></p> <p><i>Each Party acknowledges that it may receive or access confidential or proprietary information ("Confidential Information") of the other in connection with this Agreement, and agrees to treat such information as confidential during the term of the Agreement and post termination/ expiry of this Agreement. "Confidential Information" includes information marked as confidential or which by its nature should reasonably be understood to be confidential, including business plans, customer and vendor information, financials, personnel data, technical know-how, and third-party data. It excludes information that: (i) was already known without obligation of confidentiality, (ii) becomes public without breach, (iii) is independently developed, or (iv) is disclosed under legal obligation with prior notice where possible. Neither Party shall use or disclose the other's Confidential Information except for performing under this Agreement. Breach or threatened breach may entitle the disclosing Party to equitable relief, including injunction, without the need to post bond. The provisions of this clause shall survive for a period of two (2) years post termination/ expiry of this Agreement.</i></p>	As per RFP.
38	82	15.1	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><u>Request SBI team to consider the below modified changes:</u></p> <p><i>Subject to payment of all dues payable by the Bank,</i> 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.
39	82	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/respective Purchase Order/SOW in whole or in part: (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; (b) If Service Provider fails to perform any other obligation(s) under the Agreement/SOW; (c) Violations of any terms and conditions stipulated in the RFP/ Agreement/SOW; (d) On happening of any termination event mentioned herein above in this Agreement/SOW. 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><u>Request SBI team to consider addition of the following clause:</u></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: (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 ; (b) If Service Provider fails to perform any other obligation(s) under the Agreement/SOW; (c) violations of any terms and conditions stipulated in the RFP/ Agreement/SOW; (d) On happening of any termination event mentioned herein above in this Agreement/SOW.</p> <p><i>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."</i></p>	As per RFP.
40	79	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><u>Request SBI team to consider the below modified changes:</u></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 (<i>of at least 30 days or such extended period which may be required to cure the breach,</i> 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.
41	79	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 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><u>Request SBI team to consider the below modified changes:</u></p> <p><i>Either Party The-Bank,</i> 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 <i>either Party's Bank's</i> convenience, the extent to which <i>either party has not fulfilled its obligations under this Agreement due to which performance-of-the-Service-Provider-under-</i> the contract is terminated, and the date upon which such termination becomes effective. In the event of termination of the Agreement for the <i>either Party's Bank's-</i> 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.

42	80	16.4	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.	<u>Request SBI team to consider the below modified changes:</u> 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.	As per RFP.
43	80	16.5 (iii)	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.	Request SBI to amend the clause as "If any willful acts of commission or willful 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."	As per RFP.
44	81	(Add as) 16.9	Termination for default	<u>Request SBI team to consider addition of below clause:</u> <i>"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 the Bank and such breach is not remedied by the Bank within thirty (30) days of a written notice issued by the Service Provider."</i>	As per RFP.
45	85	20	Limitation of Liability: Applicable as defined under EOI	<u>Request SBI team to consider the below modified changes in the clause mentioned in EOI for the purpose of this RFP.</u> <i>Notwithstanding anything contained under this Agreement, the maximum aggregate liability of Service Provider under the empanelment Agreement, 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.</i>	As per RFP.
46	86	23.7	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: (i) This Agreement; (ii) Annexure of Agreement; (iii) Purchase Order No._____ dated _____; (iv) RFP; and (v) EOI	<u>Request SBI team to consider the below modified changes:</u> "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: (i) This Agreement; (ii) Annexure of Agreement; (iii) Purchase Order No._____ dated _____; <i>(iv) RFP; and</i> <i>(v) EOI</i>	As per RFP.
47	87	(Add as) 23.11	Assignment	Request SBI to add the clause for Assignment as: <i>"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."</i>	As per RFP.
48	121	Annexure K 4(i)	The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). 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.	<u>Request SBI team to modify the NDA clause as proposed below:</u> The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) <i>two (2)</i> years post termination/ expiry of this agreement 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.	As per RFP.

49	133	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>vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.</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 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>vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of two five years, which may be further extended at the discretion of the BUYER.</p> <p>ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.</p>	As per RFP.
50	133	Appendix-N Clause 5.2	<p>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.</p>	<p>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.</p>	As per RFP.