

Responses to the queries submitted by the bidders.

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1	25	RFP Clause 26	The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job	We would like to clarify that any and all inspection or verification shall at all times be subject to the Audit clause that parties will mutually agree upon. We have identified our required changes to the Audit clause in this pre-bid query under "Query/Suggestion" for "Right to Audit" existing clause.	Bank reserves the right to conduct the audit relating to scope of work. It may include verification of documents submitted for assessing the capabilities of the bidder.
2	9	RFP Clause 4 vi	Definition of Deliverable/Work product	We understand Deliverables will be the "final" version of the work product.	No change in the terms & conditions of the RFP.
3	85	Appendix I Clause 4.2.4	Service Provider warrants that to the best of its knowledge, Services and Deliverables provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party	During the course of the Project, Consultant may use third-party materials like reports, software etc. and does not give or make any warranties, indemnities and representations towards such third-party materials. Terms of such third-party material will be applicable to the Bank	No change in the terms & conditions of the RFP.
4	86	Appendix I Clause 4.2.8	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	We would like to clarify that as per our standard onboarding process, our employees go through background verification and such verification records are confidential in nature, therefore, same cannot be shared with the Bank	No change in the terms & conditions of the RFP.

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			produce the same to the Bank as when requested		
5	90 and 28 respectively	Appendix I Clause 8 and RFP Clause 34	Intellectual Property Rights and Intellectual Property Rights and Ownership respectively	<p>We agree that Bank shall have ownership of all final versions of materials, reports and presentations prepared by consultant for delivery to Bank (the “Deliverables”), and not the work in progress or intermediate work. We would also like to propose the inclusion of the language that allows Consultant to –</p> <p>1) Retain the pre-existing and underlying intellectual property to the extent embedded in the Deliverables. Consultant shall provide Bank a non-exclusive, non-transferable, non-sublicensable, fully paid right to use and copy any of the pre-existing IP forming part of the Deliverables, so as to enable Bank to use the Deliverables internally, in accordance with the Contract.</p> <p>2) In addition, the Deliverables Consultant provides are for Bank’s internal consumption only and should not be shared with third parties. In the event Bank would like to share the Deliverables with any third parties, we request Bank to ensure that such third</p>	No change in the terms & conditions of the RFP.

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				<p>parties sign Consultant’s standard non-reliance letter before sharing deliverables and any third-party having access to the report or presentation may use it on a non-reliance basis. This would protect Consultant from risks of third party claims based on reliance on the Consultant’s deliverables, which are prepared only for Bank’s organization. Consultant will not assume any legal obligations to non-clients that could arise from the redistribution of its work and it does not owe the duty of care towards the third party</p> <p>3) Consultant agrees, to the extent permitted by the applicable third party, to assign or transfer the license related to third-party material incorporated into Deliverables. In the event that Consultant is not able to assign or transfer the license, Bank agrees it will secure a separate license directly from a licensor. Bank acknowledges that the proper functioning of Deliverables and availability of some or all features of a Deliverable may be contingent on Bank holding licenses to third-party material. Bank will at all times: (a)</p>	

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				comply with the terms, conditions, and restrictions set forth in any agreements regarding use of third-party material and acknowledges that Consultant is also subject to such terms, conditions and restrictions; (b) be solely responsible for the payment of all fees, costs or expenses associated with third-party material, except as set out in the Contract.	
6	91	Appendix I Clause 9	Confidential Information	The definition of Confidential Information includes customer data. At the contract award stage, we would like to revisit this definition and exclude customer data or any personal data from the purview of CI since the protection around both these are dealt with in separate manner. Also, our understanding is that the current scope does not envisage receiving any customer data or PI so reference to customer data can be deleted. Also, we would like to amend the Clause to make it mutual in nature to extend equivalent protection to Consultant. Additionally, Consultant's name or reference to deliverables should not be published in any public announcement, print or online media or any other medium except required by law.	No change in the terms & conditions of the RFP. In keeping with the knowledge sharing initiative, the Bank reserves the right publish/share the details of the consultant and deliverables, without any written consent of the consultant.

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7	99	Appendix I Clause 17	General Indemnity	We request that broad indemnities like for breach of its warranties, covenants, responsibilities or obligations are removed and all indemnities are limited to third-party claims only. Regarding 17.2 we request such indemnity is limited to consultant correcting the inaccuracy.	No change in the terms & conditions of the RFP.
8	100 and 26 respectively	Appendix I Clause 19 and RFP Clause 30	Limitation of Liability	While overall we are okay with the liability provision, we would like to further discuss and negotiate the unlimited liabilities provided in clause 19(iii) and (iv) at contract award stage	No change in the terms & conditions of the RFP.
9	102 and 25 respectively	Appendix I Clause 21 and RFP Clause 27	Right to Audit	While we are okay with the audit provision, we would like to clarify that the audit can't be conducted by any competitor of Consultant and the audit scope shall exclude any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with Consultant's business, payroll information, or information or material that constitute, in the opinion of Consultant's legal counsel, legally privileged documents or information that Consultant is bound to maintain as confidential by written obligation to a third party. Any audit shall be conducted on reasonableness and limited to the extent of services	Bank reserves the right to conduct the audit relating to scope of work. It may include verification of documents submitted for assessing the capabilities of the bidder.

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				provided under the contract. At no given point audit shall allow access to Consultant's internal system	
10	48 and 122 respectively	Appendix B & L	Bidder's Eligibility Criteria and Format for Submission of Client References	We have signed confidentiality agreements with our clients that limit our ability to disclose their names & the contracts / work orders with them. While we shall be happy to disclose the same where we are legally permitted to, we request you to accept the certificate with a brief description of our client (without disclosing their names), the nature of services we performed for them, the duration of the project and a tentative contract value duly attested by CA.	Being a quantitative parameter, both eligibility criteria & technical evaluation requires client references to ascertain the nature of exercise undertaken by the Consultant. These details are required to cross check the references if required. Accordingly, Bidder may submit self-declaration along with work order or mail from the respective client or completion certificate or reference letter validating their services. Self-declaration: No change in the format.
11	48	Appendix B	Bidder's Eligibility Criteria	We can share audited financial statements along with Profit & loss statement for corresponding years in-regards to the pts. 3 & 4 of the Bidder Eligibility criteria	Consultant can submit MCA filings or audited financial statements or Certificate of the statutory auditor.
12	128	Appendix M Clause 6	Fall Clause	We request this clause is removed as consulting services are highly	No change in the terms & conditions of the RFP.

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				customized and this shouldn't be applicable	
13	97	Appendix I Clause 14	Compliance with Laws	We are generally okay with this clause, but we would like to define in the SLA that applicable laws would be laws or regulations applicable to the Parties' respective businesses. Consultant agrees to comply with all laws, rules and regulations applicable to it in its capacity of a management consultant. With clarity in the definition, each Party would be responsible for compliance to laws and regulations applicable to it, i.e. like Consultant, Bank too shall be responsible for compliance with all laws and obligation applicable to the Bank.	No change in the terms & conditions of the RFP.
14	59	Appendix E		We would like to add clarificatory statement that Consultant, makes no, and expressly disclaims all, express, implied and statutory representations or warranties. Bank is responsible for any of its decisions or actions based on outputs obtained from services and deliverables. Consultant will not be responsible or liable in any way (direct or indirect) for any matters arising out of or in connection with Bank's obligation to put in place the necessary legal construct. XXXXXX will provide Bank with suggestions or	Consultant deliverables will be of recommendatory in nature. However, the consultant shall ensure that the deliverables are in compliance with the prevailing laws/guidelines. Further, the Consultant to ensure the implementation of all the deliverables as per the timelines prescribed in the RFP.

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				recommendations, but ultimate decision will vest with the Bank (Consultant will not have any liability towards adoption of such a solution).	
15	26	30	Limitation of Liability	<p>New Clause addition proposal: The services under the Agreement shall not be deemed investment, legal, tax, accounting or other regulated advice. XXXXX does not supplant Client's management or other decision-making bodies and does not guarantee results. Client remains solely responsible for its decisions, actions, use of the Deliverables and compliance with applicable laws, rules and regulations. Parties confirm that it has complied with and will comply with all applicable laws, rules, regulations and ethical codes dealing with government procurement, conflicts of interest, corruption, bribery, kickback, and money laundering. In no event shall XXXXX liability to Client in connection with the services relating to an engagement for Client exceed the fees received by XXXXX from Client in connection with such engagement under the Agreement. Neither party will be liable for any lost profits or other indirect,</p>	No change in the terms & conditions of the RFP.

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				consequential, incidental, punitive or special damages. Any indemnification provided by XXXXX under this Agreement shall be, only if in dispute, be subject to applicable tribunal, court & laws. In the event of termination, Client will pay all XXXXX earned or accrued fees calculated on a pro-rated or quantum merit basis (whichever is just & equitable) up to the effective date of termination.	
16	27	31	Publicity	Reason:It is our longstanding policy and practice to work behind the scenes and not to permit our clients to refer to our work or to make our work products available outside their organization without our prior written consent. This policy is implemented worldwide and is an important part of the way we work with clients and present ourselves and our work to the business community. It serves a three-fold purpose: (1) it protects our reputation as an objective fact-based strategic advisor, (2) it permits us to deliver our analyses and recommendations without censorship, and (3) it reflects the client's responsibility for its decisions and actions.New Clause addition proposal:XXXXX work for Client is	No change in the terms & conditions of the RFP. In keeping with the knowledge sharing initiative, the Bank reserves the right publish/share the details of the consultant and deliverables, without any written consent of the consultant.

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				confidential and for Client's internal use only. Client agrees that unless required by applicable law, it will not disclose any materials or information that XXXXX furnishes to Client, including the XXXXX Tools, to any third parties, and will not permit any third parties to access or use the XXXXX Tools. Each party further agrees not to use the other party's name or trademarks in any communication with any third party without the other party's prior written permission.	
17	28 and 29	34	INTELLECTUAL PROPERTY - XXXXX Proprietary IP	Reasons:As a result of extensive knowledge-building efforts, and in the course of serving clients, we gain a broad base of knowledge about various industries, and we use, improve and develop conceptual frameworks, approaches, generic industry perspectives, and other ways of thinking about issues and opportunities relevant to those industries. These problem-solving tools do not contain the confidential information of any particular company, and we bring them to each new engagement and continue to build and expand on them in each engagement. We are able to use these problem-solving tools to serve our	No change in the terms & conditions of the RFP.

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				<p>clients because we have retained ownership of them. We are happy to license our intellectual property to clients as appropriate, including our pre-existing intellectual property where necessary, provided it is used for the client’s internal use. We do ask that such intellectual property is not sub-licensed to a third party without our consent. Subject to our ownership of our tools and any improvements to them, we agree that clients will own all of the materials we give to them in the course of providing our services. In the event external use of the content of such materials is contemplated references to XXXXX should be removed and clients should make no attribution to XXXXX without our prior written consent. New Clause addition proposal: XXXXX shall retain ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, proprietary systems and solutions, content, models, and industry perspectives that are developed or enhanced outside of or in connection with the services or deliverables under the agreement (the “XXXXX Tools”), it</p>	

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				<p>being understood that none of the XXXXX Tools will contain Client's Confidential Information. To the extent the Deliverables include any embedded XXXXX Tools, XXXXX hereby grants Client a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use and copy the XXXXX Tools solely as part of the Deliverables and subject to the limitations herein on disclosure of XXXXX materials and publicity. Client agrees that, without XXXXX prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any XXXXX Tool, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any XXXXX Tool. The Deliverables are provided 'as is', without any express or implied warranty. Except as otherwise set forth in the applicable Proposal, XXXXX shall not be obligated to maintain, support, host, update, or correct the Deliverables. Client acknowledges and agrees that any results, options, data, recommendations, analyses, or other</p>	

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				<p>information generated by the Deliverables are dependent upon the accuracy of the information processed thereby (including as provided by Client), as well as upon Client's proper use of the Deliverables. Client is responsible for performing final testing (including security testing) of the Deliverables, final validation and final implementation of the Deliverables in a production environment. XXXXX is not liable for modifications made to Deliverables by anyone other than XXXXX personnel or for use of any Deliverables in a live production environment. Client is responsible for the operation and security of its operating environment.</p>	
18	25	27	Audit, Inspection of Site & Records	<p>Reasons:Due to our confidentiality obligations to our other clients, and consistent with our policy against disclosure of our firm financial information, we do not generally permit clients or other third parties to audit/inspect our site, books and records. In addition, given that we will charge a fixed fee instead of time cost, we believe that records of time charges and cost are not applicable.New Clause addition proposal:If provided for under the</p>	<p>Bank reserves the right to conduct the audit relating to scope of work. It may include verification of documents submitted for assessing the capabilities of the bidder.</p>

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				<p>agreement. XXXXX shall, only upon a mandatory legal requirement under applicable laws or an order issued by a competent regulator or authority, allow any audit or access to XXXXX premises (within the reasonable scope of such law or mandate by the competent authority) and shall provide Client with a copy of the Project Record under the Agreement, and no other documents for Client's review. "Project Record" shall mean the documents and invoices prepared by XXXXX and furnished to Client for the performance of the deliverables under the Agreement (but which shall not include the confidential information of any other XXXXX client or XXXXX confidential information, proprietary intellectual property (XXXXX Tools) or processes).</p>	
19	14 and 21	1. BID PREPARATION AND SUBMISSION:	Power of Attorney	<p>We noticed that the tender document does not specify a format for the Power of Attorney (POA). Could you please confirm if there is a preferred format for granting POA to the authorized signatory? Alternatively, may we use our standard format.</p>	<p>There is no specific format for Power of Attorney (POA). However, Bidder shall ensure that board resolution/POA duly authorizes the person to sign and submit the bid.</p>
20	14 and 21	1. BID PREPARATION AND SUBMISSION:	Power of Attorney	<p>The RFP document requests a board resolution to be submitted along with</p>	<p>There is no specific format for Power of Attorney (POA).</p>

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				the Power of Attorney (POA). However, please note that as our entity is a limited liability partnership (LLP), we are unable to provide a board resolution. We will be submitting only the POA.	However, Bidder shall ensure that board resolution/POA duly authorizes the person to sign and submit the bid.
21	34	37	Compliance	<p>Reasons: As a responsible international firm, we comply with all international laws and norms.</p> <p>New Clause addition proposal: Each party agrees to comply with (i) all applicable laws; (ii) applicable sanctions, export control, import control, and antiboycott laws (“Trade Control Laws”), including, but not limited to, EU, UK, and U.S. laws, and neither Party shall cause the other to violate or to be penalized under such Trade Control Laws; and (ii) all applicable public & private procurement laws, anti-bribery laws, anti-corruption laws, anti-money laundering laws, rules and regulations as applicable, including without limitation, procedures and policies on client due diligence, suspicious transactions reporting and records retention.</p>	No change in the terms & conditions of the RFP.

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22	60 and 61	Appendix E Scope of Work	New Clause Added: Human Resource related deliverables.	1. The scope and ambit of any HR related advisory services under this Engagement are as follows:- (a) Client understands that XXXXX is not a technical expert in any field for the purposes of making an assessment on Client's existing employee, prospective employee, or potential candidate ("Candidate") for any of Client's continuous management, evaluation, assessment of, hiring and/or interviewing process. Consequently, XXXXX is unable to, and will not assess a Candidate's technical skill in any way whatsoever.(b) Client understands and confirms that XXXXX is not a decision maker in any way whatsoever in relation to the management, evaluation, hiring or interviewing of any Candidate. (c) Client confirms that XXXXX is only one of the several inputs and/or factors for a Candidate's evaluation. (d) Client agrees that it shall be present for all evaluation or interviews of any Candidate and shall have at least one Client interaction session without XXXXX present post a session where XXXXX was involved. (e) XXXXX shall leverage and/or design objective formulas for Client's usage to rate and/or evaluate Candidates, with	No change in the terms & conditions of the RFP.

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				<p>Client making the decision and determination on its own whether will such Candidate progress and/or continue in the organization, hiring or interviewing process.(f) If necessary, XXXXX shall provide the ratings of all Candidates to Client in a pre-defined, fixed form, with no free-text feedback.(g) All final decisions in relation to a Candidate shall be made solely by Client and communicated directly by Client (without XXXXX involvement of presence) to the Candidate. (h) XXXXX shall not provide any direct feedback to Candidates and will not be present when Client communicates any decision to Candidates. (i) XXXXX will not be involved in sourcing or soliciting Candidates in any manner howsoever. (j) If a XXXXX personnel participates in any interview or meeting of a Candidate, the XXXXX personnel shall introduce himself or herself as third-party consultants supporting client using their first names only and should not mention XXXXX specifically. If explicitly asked by the Candidate to clarify which consulting firm, the XXXXX personnel may mention XXXXX, but should ask candidates not to</p>	

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				<p>disclose that information with any third party given confidentiality concerns. The XXXXX personnel should also state that they are supporting the overall assessment or evaluation and should not claim responsibility for any specific component (e.g. technical assessment). (k) Client agrees that no XXXXX personnel shall have a Client email address or Client business card.(l) Client agrees that no XXXXX personnel shall communicate, interact or receive any Candidate CV, or Candidate performance evaluation directly from any third party hiring agency whom Client may engage. 2. In providing the Human Resource services under the SOW, Client agrees:- (a) That XXXXX is not assuming any responsibility for Client's underlying business decision to effect (or not to effect) any action (including, but not limited to any hiring, termination, promotion, demotion, or change in employee benefits or responsibilities or any personnel evaluation, employee performance rating or transaction).(b) it is not relying on XXXXX for legal or regulatory advice, and that Client will consult with its own legal counsel for any legal or</p>	

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				<p>regulatory advice relating to its personnel-related decisions. Client acknowledges that it is solely responsible for all of its personnel-related decisions and compliance with applicable laws, rules and regulations. Client shall be solely responsible for any and all personnel-related decisions and will bear any claims by Client's personnel, including Client's current and former employees or contractors, or other third parties arising from or related to such decisions.3. Client acknowledges and agrees that XXXXX may interview and/or hire the same candidates interviewed by XXXXX as part of the Human Resource services under the SOW, who may (i) respond to any general, public advertisement placed by XXXXX; or (ii) initiate discussions regarding an employment at XXXXX without any direct or indirect solicitation by any XXXXX employees involved in such recruiting activities for Client.</p>	
23	60 to 65	Appendix E Scope of Work	New Clause Added: Technology Deliverables related	<p>1. In relation to any Deliverables or Services related to technology:-</p> <p>(i) XXXXX shall not be obligated to maintain, support, host, update, or</p>	(i) The Consultant shall ensure that the deliverables are updated and implemented

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				<p>correct the Deliverables. Client acknowledges and agrees that any results, options, data, recommendations, analyses, or other information generated by the Deliverables are dependent upon the accuracy of the information processed thereby (including as provided by Client), as well as upon Client's proper use of the Deliverables.</p> <p>(ii) Client is responsible for performing final testing (including security testing) of the Deliverables, final validation and final implementation of the Deliverables in a production environment. XXXXX is not liable for modifications made to Deliverables by anyone other than XXXXX personnel or for use of any Deliverables in a live production environment.</p>	<p>as per the timelines prescribed in the RFP. Therefore, no change in the terms & conditions of the RFP.</p> <p>(ii) No change in the terms & conditions of the RFP.</p>

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				<p>(iii) Client is responsible for the operation and security of its operating environment. It is clarified that the scope of services under this agreement does not include altering the core systems or enterprise systems of Client.</p> <p>(iv) Where the Deliverables under this agreement consists of any open source software, or any other software from a third party, it is agreed that Client shall obtain licenses to such open source software or third party software (as applicable) by itself and shall conduct its own assessments before deploying such open source software or third party software.</p> <p>(v) Client warrants that it will not use the Deliverables in a "closed-loop" system (i.e.</p>	<p>(iii) Bidder is responsible only for the deliverables and its implementation as per the timelines.</p> <p>(iv) All the permissions & licences required for deliverables & its implementation within the timelines shall be arranged by the Consultant, to the satisfaction of the Bank. In case, the deliverable includes a software which is not compatible with the Bank's systems, the consultant will have to arrange for alternate software as per the Banks requirement.</p> <p>(v) Bank may use the deliverables at its</p>

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				<p>a system where there is no human input or judgment is involved, where decision making is fully automated, decided and executed by the system), including where no Client employee or agent is materially involved in implementing the Deliverables and/or insights derived from the Deliverables. The Deliverables are not meant for any autonomous use and Client undertakes that where it intends to use the Deliverables in a mechanical unit, it shall seek consent from XXXXX before such use and shall engage expert third parties to conduct appropriate tests and releases XXXXX from any loss, claims or damages that may result from such use.</p> <p>(vi) Client will be responsible at all times for the functionality and security of Client's devices, systems,</p>	<p>discretion. Therefore, no change in the terms & conditions of the RFP.</p> <p>(vi) The Bank shall be responsible for the functionality and security of its devices, systems, and</p>

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				<p>and networks, including without limitation any industrial controls systems (e.g. programmable logic controllers (PLCs), Robots, Motion Controllers, DCSs) to which XXXXX may access to retrieve or view Client's data. Client is responsible for disclosing to XXXXX Client's security protocols and any other administrative, technical, and organizational measures XXXXX must follow to comply with Client's access and security protocols. Client represents and warrants that it has the right to provide XXXXX with access to Client's devices and that the provision of such access will not infringe upon any third party rights.</p> <p>(vii) Client acknowledges and agrees that XXXXX may engage outside contractors to assist in developing, supporting and/or hosting the Deliverables, provided</p>	<p>networks. However, the Bank is not liable to disclose its security protocols or provide access to its internal systems.</p> <p>(vii) As per terms of RFP, subcontracting by consultants is not allowed. The consultant may utilize the services of third parties for providing the</p>

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				<p>that to the extent such contractors access any confidential information of Client in connection therewith, such contractors shall be subject to confidentiality and nondisclosure obligations consistent with those undertaken as XXXXX as described herein.</p> <p>(viii) Client agrees that it will not disclose any materials or information that XXXXX furnishes to Client, including the Deliverables, to any third parties unless the disclosure of any materials or information is made by Client to the third party for further development of the Deliverables for benefit of</p>	<p>deliverables. However, the bank will not pay any additional fees for the engagement of the third-party services availed by the bidder.</p> <p>Use of the services of third party will not absolve any responsibility & liability of the consultant as enlisted in the RFP.</p> <p>Any dispute, whatsoever, arising out of the availing services of third party, will be the sole responsibility of the Consultant.</p> <p>(viii) No change in the terms & conditions of the RFP.</p> <p>Clarification: As the scope includes knowledge sharing, the Bank reserves the right to publish the name of consultant including its deliverables to any financial institution/industry</p>

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				<p>Client provided that such third party is bound by the terms of this agreement, confidentiality and nondisclosure obligations consistent with those described here. Client can work with third parties to further develop and improve upon the Deliverables for Client's use, provided such third party (i) is bound by confidentiality and nondisclosure obligations consistent with those described herein (ii) does not attempt, or permit to reverse engineer in any fashion, or modify or create derivative works of, the Deliverables/XXXXX Tools or any element thereof, or commercialize in any manner the Deliverables/XXXXX Tools or (iii) does not attempt to remove or circumvent any technological safeguards or security features of the Deliverables or remove or</p>	<p>associations or for regulatory compliances.</p>

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				<p>alter any legends, notices or disclaimers included therewith except for the purpose of developing the Deliverables for Client. Client shall be liable for any breach of the said terms by any third party irrespective of the expiry or termination of this agreement. XXXXX with regard to third party service provider engaged by Client (a) disclaims any and all liability relating to the services provided by such third party service provider and the third party service provider's personnel for the Services; (b) shall not be responsible or liable for the use or disclosure of Confidential Information by the third party service provider or its personnel; and (c) shall not be liable for the third party service provider's or its personnel's compliance or non-compliance with any agreement with respect to</p>	

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				<p>the Confidential Information.</p> <p>(ix) Client’s access and use of any proprietary solutions provided by XXXXX or any of its affiliates (if any) hereunder shall be subject to the XXXXX Solutions Agreement, available at XXXXXXXXXXXX</p> <p>(x) XXXXX understands that Client’s vendor (as applicable) (“Vendor”), may be hosting and supporting certain of the Deliverables. XXXXX agrees to coordinate with Vendor for that purpose, subject to XXXXX signing a confidentiality agreement with Vendor and confirming that the Vendor will not use or disclose the Deliverables outside of their work for Client. Client will also enter into a services contract with the Vendor.</p>	<p>(ix) No change in the terms & conditions of the RFP.</p> <p>(x) No change in the terms & conditions of the RFP.</p>

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				(xi) XXXXX recommendations, Deliverables or Services shall always be technology and vendor agnostic and XXXXX shall not provide any cybersecurity zero-breach assurance to Client. Client is free to perform independent tests and validations on its technology landscape prior to go-live or launch of new ecosystem, and shall be responsible for ensuring appropriate authentication controls, periodic review of accesses and timely revocation of any accesses granted to any XXXXX personnel on their tools and/or platforms	(xi) No change in the terms & conditions of the RFP.
24	47, 50, 57, 58, 74	Appendix A,B, C, D , F	Name and Signature of Authorized Authorities	It is our understanding that digital signatures of the authorized signatory can serve as a means to attest. Kindly confirm.	Bidder may submit a bid on the basis of digital signature of the authorized signatory provided documentary proof for authorization of signatory are submitted to the Bank.
25	53,54	Appendix C Technical Evaluation Criteria point 1	Firm experience : Detailed breakdown of advisory/consultancy	There is no definition of 'relevant document' which needs to be submitted as proof.	Bidder may submit self-declaration along with work order or mail from the

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			<p>services provided to clients in the identified sectors. Score will be awarded on following parameters:</p> <ul style="list-style-type: none"> • Total number of clients served in each sector. <p>Advisory/Consultancy services to a minimum of 8 clients in the sectors identified in scope of work with a cap of 2 clients in any one sector.</p>	<p>As a standard practice for Public Sector Bank RFP submissions and Previous RFPs of SBI', please confirm is we can provide either of the below documents as proof to certify completion of project - 'Self Certification' or 'CA certification' or 'Reference letter' or 'email from client as project confirmation' or 'Purchase order' or SLA'.</p>	<p>respective client or completion certificate or reference letter validating their services.</p>
26	52,53,54	Appendix C Technical Evaluation Criteria point 1	<p>Detailed breakdown of advisory/consultancy services provided to clients in the identified sectors. Score will be awarded on following parameters:</p> <ul style="list-style-type: none"> • Total number of clients served in each sector 	<p>It is understood that different projects undertaken by the bidder for same clients will be be deemed as 2 different examples as a part of the evaluation for the said pointer. Please clarify.</p>	<p>Different projects undertaken by the Bidder for the same client will be considered as a different client for the purpose of the evaluation.</p>
27	52,53	Appendix C Technical Evaluation Criteria point 3	<p>Relevant experience and profile of key personnel of the team deployed for State Bank of India. Score will be awarded on following parameters:</p> <ul style="list-style-type: none"> • Relevant educational qualification, Domain experience and credentials 	<p>It is understood that Expert nominated by the bidder, can be Global or Indian expert. The criteria to score maximum marks requires minimum of 1 year of Global experience.</p> <p>To bring the best of the experience in the team, if the consultant nominates a Global expert, with limited or no</p>	<p>Bidder may engage Sector experts who may be Global or an Indian expert, subject to the terms & conditions of RFP.</p> <p>In case the consultant nominates a global expert (its employee or employee of any of its sister concern/group</p>

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				Indian experience, the bidder shall score maximum marks (1 mark) as per the criteria (there is no minimum Indian experience required). Please clarify if the bank has any mandate in this regard.	company) with global Experience, the same shall be provided full marks in international criteria. Further, in case of foreign education, for qualification criteria, the consultant to provide equivalence certificate issued by the competent authority. Consultant not to engage any sector consultant from the enemy countries*.
28	49	Appendix B Eligibility Criteria point 8	Bidder should have experience in providing the services in any of the four sectors identified in scope of work. • Copy of the order and / or Certificate of completion of the work.	As a standard practice for Public Sector Bank RFP submissions and Previous RFPs of SBI', please confirm is we can provide either of the below documents as proof to certify completion of project - 'Self Certification' or 'CA certification' or 'Reference letter' or 'email from client as project confirmation' or 'Purchase order' or SLA'.	Bidder may submit self-declaration along with work order or mail from the respective client or completion certificate or reference letter validating their services.
29	50	Appendix B Eligibility Criteria point 9	Client references and contact details (email/landline/ mobile) of customers for whom the	We can provide the client and the client reference name. However, due to our professional obligations, we will share their contact details (phone and email) only on need basis. We will also	Bidder may submit self-declaration along with work order or mail from the respective client or completion certificate or

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			Bidder has executed similar projects in India.	assist you in reaching out to them. Please confirm	reference letter validating their services.
30	60	Appendix E: Scope of work	<ul style="list-style-type: none"> Help in identifying interested officials from across the various verticals of the Bank for the specialized roles identified for CoE. This would include conducting psychometric tests, interviews etc. Help the Bank, if necessary, to recruit personnel from the market. 	Define the role of consultancy firm in recruiting and identifying personnel for CoE. Does it include only laying out job description, profile, career path, interview guide, sources, workplan etc. or actual conduct of interviews, especially for market recruiting.	<p>Please be guided by the terms & conditions of the RFP.</p> <p>The entire recruitment process to be covered.</p>
31	59-67	Appendix E: Scope of work	<p>Timeline (Scope 1):</p> <ul style="list-style-type: none"> Consultant to assist in setting up CoE tentatively within 10 weeks of selection of consultant. 1.1.2: resource requirement analysis: Help in identifying interested officials from across the various verticals of the Bank for the specialized roles identified for CoE. This would include conducting psychometric tests, interviews etc. Help the Bank, if necessary, to recruit personnel from the market. 	It is understood that Scope 1 includes resource requirements analysis under which the consultancy firm should provide help in recruiting internally & externally. However, we understand that the onboarding of employees will be part of Scope 2 - please clarify.	<p>No change in the terms & conditions of the RFP.</p> <p>It is clarified that, the consultant to engage in the entire recruitment process and majority of recruitment will be done under scope 1 of the project.</p>

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32	59-67	Appendix E: Scope of work	Timeline (Scope 1): • Consultant to assist in setting up CoE tentatively within 10 weeks of selection of consultant. 1.8.1 - Assist in identifying and structuring pilot projects in the identified sectors to test and refine the CoE's processes, service offerings, and technology infrastructure.	It is understood that Scope 1 includes identifying and structuring of Pilot Projects. However, we understand that the launch of pilots will happen in Scope 2 - please clarify.	Pilot project will be launched in scope 1 and shall continue till all the 8 identified sectors are completed i.e. T+18 weeks or T1+8 weeks.
33	51, 52	Appendix-C: Technical Eligibility Criteria	Consultant to share self-attested copies of resume of all professional personnels.	We understand that the self-attested copies of resume will be needed as proof for experience and no other documentary evidence is required. Please clarify.	Self-attested copies of the resume duly certified by the bidder will be sufficient for the evaluation purpose. However, the Bank reserves the right to seek additional information and/or verify the credentials of the details submitted in the resume. Further, bidder has to ensure the sanctity of details in the resume of the professional personnel under its internal due diligence process.
34	55	Technical Evaluation Matrix	Qualifications & Experience of key staff includes 3 scoring criteria: - Qualification (max	We understand that if for a given personnel, we will be awarded full marks if we satisfy all three criteria and	Qualification & Experience is objective in nature subject to the submission of Self-

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			1 mark for satisfying the min criteria) - International experience of 1 yr (max 1 mark for Yes) - Experience (max 3 marks >=8 yrs)	there aren't any subjective scoring within this. Please clarify.	attested copies of the resume duly certified by the bidder.
35	60	Appendix E: Scope of work	Identified sectors: Renewable (Manufacturing of entire value chain in the case of Solar, Wind & other RE sources)	Under entire value chain, we understand that the entire value chain includes manufacturers of various components (e.g., solar panels, turbines, generators) essential for the construction and operation of renewable energy power plants (e.g., solar, wind, hydro). Does it also include the producers of renewable power plants - please clarify.	As per the terms of RFP, entire value chain of the identified sectors have to be covered.
36	59	Appendix - E: Scope of Work and Payment Schedule. General Scope: Timeline Scope 1	Timeline (Scope 1): <ul style="list-style-type: none"> • Consultant to assist in setting up CoE tentatively within 10 weeks of selection of consultant. • Sectors {1,2,3,4} identified in Table 1 below to be covered within 8 weeks of selection of consultant. • Sectors {5,6,7,8} identified in Table 1 below to be covered within 8 weeks of date of establishment of CoE. 	We seek further clarity on the Scope 1 timelines. 1) As per Existing Clause, total timeline is tentatively 10 weeks. 2) As per 'Deliverables and Timelines' table on Page 70, the total timeline come to ~ 18 weeks. 3) As per table on Page 70, the deliverable around 'Detailed Project Report/Templates/Risk Models' is to be submitted in week T+9, however, the sector wise detailed research report for identified sectors {5, 6, 7, 8} is to be given in week T1+8. In that case, does the Detailed Project Report/templates/Risk Models cover	Please refer Annexure A.

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				only identified sectors {1, 2, 3, 4} We request the bank to further clarify on the Scope 1 timelines.	
37	72	Appendix - E: Scope of Work and Payment Schedule. Quantification of trainings/webinars/seminars under scope 1 & scope 2:	Note: Trainings will be provided by the Consultant as per the location approved by the Bank.	1) For the in-person training we seek further info on the training venues identified by the bank within India. 2) We believe the basic infrastructure shall be available at these venues which bidder can leverage at no additional cost, such as projector with screen, mic-sound equipments, internet connectivity, whiteboard, classroom furniture, etc. 3) Requesting you to confirm the estimated number of personnel that will be part of each training session Please confirm our understanding is correct.	1) Bank will decide the venue at its discretion depending upon the audience and availability of the venue. 2) Basic infrastructure to be provided by the Bank in case of in-person trainings. 3) Number of personnel attending the training sessions will be at the discretion of the Bank.
38	55	Appendix - C: Technical Eligibility Criteria, Bullet Point (J)	Consultants should be available as and when required.	We assume that the individual sector experts / SMEs will be available either online/in-person mode as and when required by the bank i.e. it is not necessary to be in SBI office, only on need basis for meetings/steerco/planned discussions, etc. Please confirm our understanding is correct.	Professional personnel may work in SBI office or their office as per discretion of the Bank.

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39	55	Appendix - C: Technical Eligibility Criteria, Bullet Point (K)	Project Manager should be based in Mumbai.	We assume that the Project Manager will be working out of XXXXXX Mumbai office, however only on a need basis the Projec Manager would be required to visit SBI Mumbai office for meetings/steerco/planned discussions, etc. (hybrid working). Please confirm our understanding is correct.	Project manager should be working in Mumbai office only.
40	61	Appendix - E: Scope of Work and Payment Schedule. (1.2) Partnership Development	Strategic Partnerships: Facilitate the establishment of formal partnerships (MoUs, collaborative agreements) with relevant financial institutions, and industry associations. This includes defining partnership terms, mutual benefits, and collaborative activities.	We seek further clarity on the types of financial institutions and / or industry associations to be collaborated with.	Consultant to provide universe of relevent financial institutions & industry associations in India or abroad. Bank to decide on which partnerships to go ahead with.
41	67	Appendix - E: Scope of Work and Payment Schedule. (1.9) Repository Setup and Knowledge Transfer	1.9.2 Training Programs: Knowledge exchange with World Bank, Foreign institutions, Government bodies & Academia.	We assume that the bank shall facilitate / lead these training sessions by collaborating/reaching-out to different stakeholders, and the bidder is only expected to bring the SME / Industry expert to carry-out discussions and knowledge exchange sessions. Please confirm our understanding is correct.	It is clarified that, for knowledge sharing sessions, Bank will arrange the event and bear all the related costs. However, fees related to the consultant engaged by the bidder/external sector expert will be borne by the consultant.

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42	67	Appendix - E: Scope of Work and Payment Schedule. (1.9) Repository Setup and Knowledge Transfer	1.9.2 Training Programs: Bring in guest speakers or industry experts to deliver specialized content or provide real-world insights. Arrange Q&A sessions to deepen participants' understanding of sector-specific challenges	We assume that these industry experts can be either internal (XXXXX employees) or external subject matter experts. Please confirm our understanding is correct.	Industry experts may be both internal or external subject matter experts. However, the same has to be approved by the Bank before selection.
43	67	Appendix - E: Scope of Work and Payment Schedule. (1.10) Others	Any other work as deemed fit by the Bank for setting up of the CoE.	We request an additional resource i.e. a Project Coordinator to be part of the price bid in addition to Project Manager + 8 SMEs required as per the RFP. The intent to have this additional resource - Project Coordinator who will focus on overseeing the entire Scope 1 and Scope 2 activities from a project management perspective (Creation of project charter, tracking of deliverables and project status, arranging and conducting monthly steering meetings, creation and updation of RACI matrix, etc). This shall ensure efficient tracking of all project related activities. We request the bank to consider this request of an additional resource - Project Coordinator.	As captured in the RFP, we have sought key personnels i.e. Project Manager & 8 Experts. Apart from these, it is up to consultant to decide the team size to deliver the end product as per the said timelines.

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44	67	Appendix - E: Scope of Work and Payment Schedule. (1.10) Others	Any other work as deemed fit by the Bank for setting up of the CoE.	Given the other scope items pertaining to Data Analytics, Technology Integration, Risk Models and frameworks around operational, cyber and other risks, we recommend to have 2 additional consultants who shall support the core team of 'Project Manager + 8 SMEs. This shall ensure that all activities beyond the specific scope areas for the 8 emerging sectors shall get covered in totality.	As captured in the RFP, we have sought key personnels i.e. Project Manager & 8 Experts. Apart from these, it is up to consultant to decide the team size to deliver the end product as per the said timelines.
45	67	Appendix - E: Scope of Work and Payment Schedule. (1.10) Others	Any other work as deemed fit by the Bank for setting up of the CoE.	We seek further clarity from the bank on the CoE on the below points: 1) Whether the CoE will be a physical location / infrastructure, or is it primarily a conceptual framework that will be implemented across existing structures? 2) What specific activities and deliverables are expected during the implementation phase of the CoE? 3) What is the sign-off criteria for considering the CoE setup as complete?	1) CoE will be located at physical location. 2) Kindly refer clause 1.8.1 & 1.8.2 in Appendix E. 3) Once all the roles & responsibilities of consultant are completed and are as per Bank's requirement, a sign-off will be given to the consultant.
46	67	Appendix - E: Scope of Work and Payment Schedule. (1.8) Implementation Support	1.8.1 Pilot Projects	We seek further clarity from the bank on the CoE on the below points: 1) What specific activities and deliverables are expected during this phase? 2) What would be the nature of pilot projects?	The Bank will run a pilot to test the CoE operations. The idea is to test the outcomes of the exercise to the satisfaction of scope of work. It will need to be done

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				<p>3) How many pilot projects are expected to be implemented within each sector?</p> <p>4) Is there a financial cap for these pilot projects?</p>	<p>within the timelines decided/to be decided by the Bank.</p>
47	63	1.5.1 Risk Assessment Models:	<p>Risk Assessment Models: Develop comprehensive risk evaluation models covering a wide range of risks, along with their mitigations, including:</p> <p>Technology Risk: Assessing the risks associated with technological advancements and disruptions.</p> <p>Operational Risk: Evaluating operational risks such as fraud, cyberattacks, and business disruptions.</p> <p>Regulatory Risk: Assessing the impact of changing regulations and compliance requirements.</p> <p>Environmental Risk: Evaluating environmental risks such as climate change, pollution, and resource depletion.</p> <p>Social Risk: Evaluating social risks such as</p>	<p>We seek further clarity from bank on whether the technology risk and operational risk assessment models activities is to be carried out only for identified sectors or CoE establishment or both.</p>	<p>Please be guided by the terms & conditions of the RFP.</p>

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			human rights, community impact, and social equity.		
48	64	1.6 Policy Advocacy and Best Practices	1.6.2 Policy Recommendations: Develop specific policy recommendations for promoting growth and innovation in these sectors. This includes recommendations related to due diligence processes, investment criteria, risk mitigation strategies, and regulatory frameworks.	We assume that this task entail the analysis of various policies pertaining to sector which is imperative for setting up COE and providing with recommendations on structure of the regulatory frameworks. However, we cannot formulate policy for the Government and/ or do policy advocacy related work. We can only provide broad inputs which can be used by the Government for policy formulation themselves. Kindly let us know if this understanding is fine.	This is about developing internal policies relevant for the particular sector and advocacy with the government/relevant agencies.
49	62	1.3.1 Knowledge Platform	1.3.1 Knowledge Platform: Develop a platform (e.g., website, online portal) for disseminating knowledge and research findings related to the identified sectors. This includes curating relevant content, publishing research reports, and hosting webinars and online forums.	We seek further clarification on the platform integration: 1. Is there a preference for integrating the knowledge repository into the bank's existing platform, or is the development of a standalone web-based application required? 2. If integration with an existing platform is preferred, can you provide details about the current infrastructure, including any technical constraints or preferred technologies?	To be decided by the Bank as per the outcomes of the exercise. Will be communicated with the consultant in due course. Further, this will be done in consultation with Bank.
50	62	1.3.1 Knowledge Platform	1.3.1 Knowledge Platform: Develop a platform (e.g., website, online portal) for	We seek further clarification on the technology and infrastructure: 1. What specific technologies or platforms does the bank currently use	Considering the deliverables submitted by the Consultant, the Bank will decide the infrastructure & technology

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			disseminating knowledge and research findings related to the identified sectors. This includes curating relevant content, publishing research reports, and hosting webinars and online forums.	that we should consider when developing this knowledge platform? 2. Are there any existing content management systems or knowledge management tools that the bank would like to continue using or integrate with the new platform?	and the same will be communicated with the consultant in due course. No additional fees will be paid by the Bank.
51	62	1.3.1 Knowledge Platform	1.3.1 Knowledge Platform: Develop a platform (e.g., website, online portal) for disseminating knowledge and research findings related to the identified sectors. This includes curating relevant content, publishing research reports, and hosting webinars and online forums.	We seek further clarification on the GenAI and RAG Capabilities: 1. Is the bank open to implementing Generative AI (GenAI) solutions, such as Retrieval-Augmented Generation (RAG), to enhance the knowledge repository? 2. Would the bank be interested in features that allow users to interact with the knowledge base via natural language processing and chat functionalities?	Considering the deliverables submitted by the Consultant, the Bank will decide the infrastructure & technology and the same will be communicated with the consultant in due course. No additional fees will be paid by the Bank.
52	62	1.3.1 Knowledge Platform	1.3.1 Knowledge Platform: Develop a platform (e.g., website, online portal) for disseminating knowledge and research findings related to the identified sectors. This includes curating relevant content, publishing research reports, and hosting webinars and online forums.	We seek further clarification on platform features: 1. Are there specific functionalities (e.g., content tagging, advanced search, personalization) that the bank requires for effective content curation and dissemination? 2. How does the bank envision user interaction with the platform? Are there specific user engagement features the bank considers essential, such as forums, discussion boards, or social sharing capabilities?	Considering the deliverables submitted by the Consultant, the Bank will decide the infrastructure & technology and the same will be communicated with the consultant in due course. No additional fees will be paid by the Bank.

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53	62	1.3.1 Knowledge Platform	1.3.1 Knowledge Platform: Develop a platform (e.g., website, online portal) for disseminating knowledge and research findings related to the identified sectors. This includes curating relevant content, publishing research reports, and hosting webinars and online forums.	We seek further clarification on the scalability and future enhancements: 1. How does the bank foresee the platform scaling in the future in terms of content volume, user base, and features? 2. Is there a desire for future enhancements, such as AI-driven insights, predictive analytics, or integration with other digital banking services?	Considering the deliverables submitted by the Consultant, the Bank will decide the infrastructure & technology and the same will be communicated with the consultant in due course. No additional fees will be paid by the Bank.
54	66	1.9 Repository Setup and Knowledge Transfer	1.9.2 Training Programs Knowledge exchange with World Bank, Foreign institutions, Government bodies & Academia	We seek further clarity from the bank on the points given below: 1) What specific types of knowledge exchange activities are expected with the World Bank, foreign institutions, government bodies, and academia? 2) What roles will the consultant play in facilitating these knowledge exchanges? 3) How frequently are these knowledge exchange activities expected to occur?	These are exchange of ideas/knowledge/information with other financial institutes/agencies having the expertise in the identified sectors. This needs to be done as per the requirement of the setting up the CoE and cannot be quantified.
55	62	1.3 Knowledge Dissemination and Center Positioning	1.3.2 Networking and Outreach Organize events, conferences, and workshops to foster networking and collaboration among stakeholders in these sectors.	We seek further clarity from the bank on the points given below: 1) How frequently should these events be held, and what is the expected duration of each event? 2) What are the expected outcomes from each of these event?	Considering the deliverables submitted by the Consultant, the Bank will decide the frequency and duration of the events and the same will be communicated with the consultant in due course.

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					No additional fees will be paid by the Bank.
56	59	Appendix - E: Scope of Work and Payment Schedule. General Scope: Timeline Scope 1	Timeline (Scope 1): <ul style="list-style-type: none"> • Consultant to assist in setting up CoE tentatively within 10 weeks of selection of consultant. • Sectors {1,2,3,4} identified in Table 1 below to be covered within 8 weeks of selection of consultant. • Sectors {5,6,7,8} identified in Table 1 below to be covered within 8 weeks of date of establishment of CoE. 	The set up of the CoE requires multiple activities including development of partnerships, policy advocacy, tech integration, and repository setup. In order to maintain the comprehensiveness of the work that is to be done for the CoE set up, we request that the timeline for Scope 1 be extended to 16 weeks.	Setup of CoE is very time sensitive exercise owing to which the timelines will not be extended in the normal course. However, in case, the Bank extend the timelines. No additional fees will be paid by the Bank for any such extension.
57	2	Schedule of Events	6 Last date and time for Bid submission	Given the extensive nature and criticality of the scope involved, there are multiple internal workings and approvals pertaining to risk, legal and other compliance aspects which need to be sought for successful response submission. In light of the same and the upcoming holiday (Holi), we request for extension of the late date for bid submission by another 10-working days.	Setup of CoE is very time sensitive exercise owing to which the timelines will not be extended in the normal course. However, in case, the Bank extend the timelines. No additional fees will be paid by the Bank for any such extension.
58	63	1.5.1 Risk Assessment models	Develop comprehensive risk evaluation models covering a	Risk evaluation model would also act as the foundation of formulation of	Considering the deliverables submitted by the Consultant,

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			widerange of risks, along with their mitigations, including:	"1.5.3 Regulatory and ESG framework - developing methodologies for assessing and managing ESG Risks". 1. Should the risk evaluation models also include Governance risks?2. Environmental Risk: what are the other areas of environmental risks that the Bank wants the consultatnt to focus on? Will these have to be compiled based on experience and secondary research or has the bank identified these for the identified sectors?3. Social Risk: what are the other areas of social risk that the Bank wants the consultatnt to focus on? Will these have to be compiled based on experience and secondary research or has the bank identified these for the identified sectors?	the Bank will decide the requirement of regulatory compliance & ESG framework and the same will be communicated with the consultant in due course.
59	60	1.1 Business Case Development	1.1.2 Resource Requirements Analysis: Help the Bank, if necessary, to recruit personnel from the market	We assume that the role of the consultant in this part of the scope would be to come up with key roles of responsibilities necessary for the CoE. Following are a few queries on that: 1. What specific responsibilities will the consultant have in the recruitment process? 2. Will the consultant be involved in the entire recruitment process, from sourcing candidates to final selection, or only in certain stages?	Consultant to assist in the entire recruitment process. Therefore, no change in the terms & conditions of the RFP.

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60	64	1.5.3 Regulatory & ESG Framework	List out best practices being followed in the industry globally. Develop a framework incorporating emerging standards and best practices. The framework should:	Emerging standards is a broad term, which jurisdictions are you looking at for listing out the best practices?	Considering the sector specific requirement, Consultant to suggest & incorporate global best practices.
61	64	1.5.3 Regulatory & ESG Framework	List out best practices being followed in the industry globally. Develop a framework incorporating emerging standards and best practices. The framework should:	We seek further clarity from the Bank on the following: 1. Advise on how to navigate regulatory challenges, particularly in sectors with evolving policies. 2. Ensure compliance with all relevant regulations and standards.	Considering the sector specific requirement, Consultant to suggest & incorporate global best practices/policies.
62	63	1.5.2 Financial Structuring	Financial Structuring:	We seek further clarity from the Bank on the following: Any specific jurisdiction that the Bank wants to focus on?	Considering the sector specific requirement, Consultant to suggest & incorporate global best financial practices.
63	62	1.3.1 Knowledge Platform	This includes curating relevant content, publishing research reports, and hosting webinars and online forums	1. What is the volume / frequency of webinars and online forums expected? 2. What is the type of content (video/documents etc.) that is envisaged by the bank	Please be guided by the terms & conditions of the RFP.
64	63	1.5.1 Risk Assessment Models:	Environmental and Social Risks models	This is expected at a broad sector (the 8 sectors) level or at a sub-sector level within these 8 sectors	Entire value chain of the identified sectors to be covered.
65	66	1.8.1	Pilot Projects	Request for clarity on if we would be involved in bid process management or procurement of solutions/	As per the RFP bidder to assist in the implementation of

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				onboarding of any vendors. If yes, request you to highlight the scope related to the same	deliverable and assist in pilot run.
66	66	1.8.1	Pilot Projects	Request to confirm that this would be an objective assessment based on a pre-agreed/ quantifiable criterion, preferably system driven and independent assessment/ verification/ certification for calculation of payment would not be conducted.	Please be guided by the RFP for the eligibility criteria and assessment of the bidders.
67	66	1.9.2	Training Programs	Any training to be done by us shall be in "Train the Trainer" mode. Note that no certification would be provided by us to the participants. Hope this understanding is fine.	Audience of the training sessions to be decided by the Bank. However, it is clarified that no certifications needs to be provided by the consultant.
68	51	Appendix-C: Technical Eligibility Criteria	Educational Qualification- B-Tech / M-Tech / MBA / PGDM /PhD	Requesting to confirm if allied areas and educational qualifications will also qualify (example: MSc, MS) (the consultants may have educational qualification in similar areas or sectors as per their degree certificates)	Consultant to provide equivalence certificate from competent authority.
69	60	1.1 Business Case Development	1.1.4 Process Design: Study and benchmark best practices and industry standards from Global leaders in this space.	We assume that the number of players considered for benchmarking of best practices would be capped at a number (say 3-4) basis discussion with the bank. This will help in maintaining comprehensiveness while also being time bound.	Consultant to provide global best practices and not restrict to number of players.

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				Please confirm if our understanding is correct.	
70	60	Identified Sectors* (Table 1):	Decarbonization and Smart Infrastructure Sectors (7,8)	Could you please clarify if there are specific boundaries or limitations for the sectors of Decarbonization and Smart Infrastructure or do we need to work in further sub-sectors and sub-classifications?	Entire value chain of the identified sectors to be covered. Smart infrastructure refers to infrastructure systems that leverage advanced technology like sensors, data analytics, and interconnected networks to optimize resource usage, enhance efficiency, and improve overall performance across various sectors like energy, transportation, water management, and urban development while promoting sustainability and resilience.
71	59	General Scope, Scope 1	Establishing Centre of Excellence (CoE) for financing emerging/New-age sectors	Is the financing intended through CoE solely for the development of decarbonizing technologies or smart infrastructure, or does it also cover the implementation of these technologies within the respective sub-sectors?	Entire value chain of the identified sectors to be covered.
72	66	1.9.2 Training Programs	Bring in guest speakers or industry experts to deliver specialized content or provide real-world insights.	We seek further clarification on frequency of such speakers or industry experts led sessions.	Please be guided by the terms & conditions of the RFP.

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			Arrange Q&A sessions to deepen participants' understanding of sector-specific challenges.		
73	68	2.2.5 Interactive Platforms	Use an interactive platform to facilitate training, allowing employees to participate in discussions, ask questions, and share insights during the session. Encourage feedback surveys to keep track of engagement and make improvements.	We seek further clarification on any preferred type of platform that is envisaged or details of platform if it will be integrated in any existing platform?	Considering the deliverables submitted by the Consultant, the Bank will decide the preferred type of platform and the same will be communicated with the consultant in due course.
74	26	Clause 30(ii)	Limitation of Liability - Exceptions to the limitation of liability	We request SBI to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	No change in the terms & conditions of the RFP
75	74	Clause 4 (i) NDA	Confidentiality Obligations	We request SBI to reduce the survival period of confidentiality obligations to one year post expiry or termination.	No change in the terms & conditions of the RFP
76	NA	Indemnity: Indemnities not subject to final determination by court/arbitrator	No clause in RFP. Please include in pre-bid.	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines.	No change in the terms & conditions of the RFP
77	NA	Indemnity: No process for indemnity	No clause in RFP. Please include in pre-bid.	The indemnities set out in this agreement shall be subject to the	No change in the terms & conditions of the RFP

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				<p>following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the</p>	

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				<p>Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with</p>	

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).	
78	NA	Termination	No clause in RFP. Please include in pre-bid.	To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	No change in the terms & conditions of the RFP
79	37	Clause 38(ii)	Risk Purchase: Risk purchase capped at 1X TCV	We request SBI to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that client will use government procurement norms (including price discovery) for procurement of such services from third parties.	No change in the terms & conditions of the RFP
80	31 to 33	Clause 36	Conflict of interest: Several conflict of interest related	We wish to highlight that we are a large organization providing various	No change in the terms & conditions of the RFP

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
			obligations on us and there are certain declaration requirements	services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	
81	NA	Liquidated damages: Not limited to solely our fault	No clause in RFP. Please include in pre-bid.	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	No change in the terms & conditions of the RFP
82	24	Clause 28	Audit	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	Bank reserves the right to conduct the audit relating to scope of work. It may include verification of documents submitted for assessing the capabilities of the bidder.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
83	47	Appendix A, SL No. xi at pg. 47 and Appendix B, SL No. 5 at pg. 49	Details of Litigation	We request SBI to kindly confirm whether the litigation details requested under Appendix B pertain solely to the litigations mentioned under Appendix A and if the same can be confirmed by way of a self declaration.	It is clarified that litigation mentioned in annexure A is related to confirmation that there are no present/past litigations which adversely affect the participation in the RFP. Therefore, same can be submitted on self-declaration basis. Further, Annexure B provides that Bidder need to submit brief details of the litigations, disputes related to product/services procured under the RFP or infringement of 3 rd Party IRP by prospective bidders BOD, liquidation case or debarment/blacklisting for breach of contract/fraud/corrupt practices by any Schedule Commercial Bank/PSU/State or Central Government. As per terms of the RFP, bidder need to furnish the details on the Letter head and also need to submit Documentary Proof.
84	NA	No third party disclaimer	No clause in RFP. Please include in pre-bid.	We will be providing services and deliverables to you under the contract.	No change in the terms & conditions of the RFP

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	
85	NA	No acceptance criteria	No clause in RFP. Please include in pre-bid.	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so</p>	No change in the terms & conditions of the RFP

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."	
86	10	ix. Services	ix. "Services" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.	We cannot provide any certification. Our role is limited to assess and provide recommendations only. Additionally, please note that we cannot conduct an Audit or Audit related activity under Advisory scope of services.	Please be guided by the terms & conditions of the RFP.
87	61	1.1.5	Success Metrics	Please let us know the approximate number of dashboards to be designed and developed as part of scope.	Considering the deliverables submitted by the Consultant, the Bank will decide the requirement of dashboards and the same will be communicated to the consultant in due course.
88	62	1.3.3	Branding and Communication	We shall only provide advisory support to SBI and not manage the social media platform(s) for the bank. Kindly clarify if this understanding is correct.	Consultant to assist in every aspect of marketing. However, social media platforms will be handled by SBI.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
89	NA	Acceptance Criteria for Deliverables	No clause in RFP. Please include in pre-bid.	It is observed that the RFP does not have any acceptance criteria, timelines & process for the deliverables given in the RFP. We request SBI to include the specific acceptance criteria, timelines, and process (including deemed acceptance clause and number of iterations) for the deliverables submitted by us as part of the project.	Please be guided by the terms & conditions of the RFP.
90	87	Clause 6.1.3	In addition to Key Personnel, the consultancy team shall comprise of experts and specialists (the "Professional Personnel") in their respective areas of expertise and managerial/support (the "Support Personnel") such that the Consultant should be able to complete the Consultancy within the specified time schedule.	Please clarify the time commitment we expect from the sector experts on core consulting team on the engagement for both scopes	Please be guided by the terms & conditions of the RFP.
91	113	Annexure C	List of Members of the Consultancy Team	Please clarify if there is any requirement from the core consulting team to work onsite from Bank's office and if so for how many days in a week shall this be expected?	Professional personnel may work in SBI office or their office which is at the discretion of the bank.
92	71	DELIVERABLES & ITS TIMELINES	Trainings & webinars: Conduct regular trainings and bring in guest speakers or industry experts (Scope 1 and Scope 2)	Please clarify who would be the training audience and whether internal and external stakeholders would be involved?	Training audience can be both internal or external stakeholders at the discretion of the Bank.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
93	70, 71	DELIVERABLES & ITS TIMELINES	Knowledge Bank: Creation of Knowledge repository (training modules, quizzes, presentations, manuals). Updation of Knowledge repository (training modules, quizzes, presentations, manuals).	Please clarify the scope of knowledge bank creation and whether it shall include development of UI based training module or only the content in PPT's?	Knowledge bank creation shall include both PPT's and UI based trainings. UI based training modules will be in consultation with SBI.
94	70, 71	DELIVERABLES & ITS TIMELINES	Knowledge Bank: Creation of Knowledge repository (training modules, quizzes, presentations, manuals). Updation of Knowledge repository (training modules, quizzes, presentations, manuals).	Please clarify what shall the manual entail as a part of deliverable for the sector knowledge creation	Manuals will pertain to sector wise detailed research reports, risk models, credit evaluation, SOPs etc.
95	68	Scope 2 (Clause 2.1.1)	Foster Strategic Alliances: Continuously support the CoE in identifying, developing, and managing strategic partnerships with key players in the identified sectors, including technology providers, research institutions, industry associations, and potential clients. This may involve facilitating introductions, organizing joint events, or developing collaborative initiatives.	Please clarify the number of strategic alliances the bank shall expect and how will the same be considered from a deliverable perspective?	Consultant to provide the universe of entities wherein Bank can have a partnerships/ strategic alliance. However, Bank to decide which entities to engage with. There is no parameter for number of engagement of strategic alliances / partnerships.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
96	68	Scope 2 (Clause 2.1.3)	Organize Knowledge Sharing Events / Knowledge Exchange: Plan and execute conferences, workshops, and webinars to disseminate knowledge and best practices to a wider audience, including clients, industry partners, and other stakeholders	For organization of knowledge Sharing Events or Conferences, please clarify if the Bank will fund the cost of event in terms of venue and participants travel / accomodation, if any. Further, please clarify the number of such events that are expected during the course of the engagement	It is clarified that, for knowledge sharing sessions, Bank will arrange the event and bear all the related costs. However, fees related to the consultant engaged by the bidder/external sector expert needs to be borne by the consultant.
97	66	Clause 1.8.1	Pilot Projects: <ul style="list-style-type: none"> • Assist in identifying and structuring pilot projects in the identified sectors to test and refine the CoE's processes, service offerings, and technology infrastructure. Define clear objectives and success criteria for the pilot. • Support the execution of the pilot program, closely monitoring performance and gathering feedback. 	For the implementation support on Pilot projects, please clarify how many pilot projects are expected (either per sector or total)	Pilot project will be launched in scope 1 and shall continue till all the 8 identified sectors are completed i.e. T+18 weeks or T1+8 weeks.
98	66	Clause 1.8.1	Pilot Projects: • Assist in identifying and structuring pilot projects in the identified sectors to test and refine the CoE's processes, service offerings, and technology infrastructure.	Please clarify the timeline for support on pilot projects	Pilot project will be launched in scope 1 and shall continue till all the 8 identified sectors are completed i.e. T+18 weeks or T1+8 weeks.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
			Define clear objectives and success criteria for the pilot. • Support the execution of the pilot program, closely monitoring performance and gathering feedback.		
99	61	Clause 1.2	Partnership Development	Please clarify if there is an expectation on minimum or maximum number of partnership developments that the Bank is expecting	<p>Consultant to provide the universe of entities wherein Bank can have a partnerships/ strategic alliance. However, Bank to decide which entities to engage with.</p> <p>There is no parameter for number of engagements of strategic alliances / partnerships.</p>
100	63	Clause 1.5.1	<p>Risk Assessment Models:</p> <ul style="list-style-type: none"> • Develop comprehensive risk evaluation models covering a wide range of risks, along with their mitigations, including: <ul style="list-style-type: none"> o Technology Risk: Assessing the risks associated with technological advancements and disruptions. o Operational Risk: Evaluating operational risks such as fraud, cyberattacks, and business disruptions. 	During the engagement period for Phase 1, a lot of quantitative data might not be there to develop risk assessment models. Please clarify if the risk assessment models as completed in Scope 1 would require any recalibration during the engagement period of Scope 2 as projects keep coming.	<p>Risk assessment models has to be completed as per the timelines of deliverables.</p> <p>Once models are developed, it may be recalibrated as per the Banks requirement.</p>

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
			<ul style="list-style-type: none"> o Regulatory Risk: Assessing the impact of changing regulations and compliance requirements. o Environmental Risk: Evaluating environmental risks such as climate change, pollution, and resource depletion. o Social Risk: Evaluating social risks such as human rights, community impact, and social equity. <ul style="list-style-type: none"> • The models should incorporate quantitative and qualitative data analysis techniques. • Develop clear and concise risk scoring methodologies and thresholds. 		
101	64	Clause 1.5.2	<p>Financial Structuring: List out best practices being followed in the industry globally. Propose innovative financial products tailored to the specific needs and risk profiles of the identified sectors. This may include:</p> <ul style="list-style-type: none"> • Project finance structures • Green bonds and other 	Please clarify if financial models would require any recalibration during the engagement period for Scope 2	<p>Financial models have to be completed as per the timelines of deliverables.</p> <p>Once models are developed, it may be recalibrated as per the Banks requirement.</p>

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
			sustainable finance instruments • Equity investments and venture capital • Hybrid financing solutions • Develop detailed financial models to assess the viability and profitability of proposed financial products.		
102	65	Clause 1.7.1	Digital Enablement:• Identify the digital elements required to be developed or procured and best practices of competitors shall be analyzed for optimum utilization of available tools and define new functionalities wherever required. Such suggestions must be in line with the current technology infrastructure as well as the to-be operating model and value propositions suggested for building a future ready CoE.• Provide support to conduct discussions with bank's technology team, technology and data providers / vendors that can help implement or integrate	Please clarify if technology enablement scope as mentioned in Scope 1 will continue during the performance in scope 2 for any ongoing updates	Technology enablement scope will continue in scope 2 as well as per the requirement of the Bank.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
			the solutions suggested as part of this exercise		
103	54	Point 1	Firm experience: Advisory/Consultancy services to a minimum of 8 clients in the sectors identified in scope of work with a cap of 2 clients in any one sector.	Can we submit global client credentials from sister concerns of the bidding entity within its group brand from other countries	<p>Bidder may submit global client credentials from sister concerns/group company of the bidding entity may be submitted.</p> <p>However, in that particular sector for which credential from sister concerns/group company has been given, Consultant to engage sector expert of that particular project.</p> <p>Consultant not to engage any sector consultant from the enemy countries*.</p>
104	50	Point 9	Client references and contact details (email/landline/mobile) of customers for whom the Bidder has executed similar projects in India.	Can the bidding entity include global client references from entities within its group brand from other countries	<p>Bidder may submit global client references from sister concerns/group company of the bidding entity may be submitted.</p> <p>However, in that particular sector for which credential from sister concerns/group company has been given, Consultant to engage sector</p>

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
					<p>expert of that particular project.</p> <p>Consultant not to engage any sector consultant from the enemy countries*.</p>
105	26	Clause 28	<p>SUBCONTRACTING: As per the scope of this RFP, sub-contracting is not permitted.</p>	<p>Since consortiums and subcontracting are not permitted as per the clauses of the RFP, what shall be the mode of engagement to outsource the services of any third party such as Fintechs, analytical services, if any.</p>	<p>(vii) As per terms of RFP, subcontracting by consultants is not allowed. The consultant may utilize the services of third parties for providing the deliverables. However, the bank will not pay any additional fees for the engagement of the third-party services availed by the bidder.</p> <p>Use of the services of third party will not absolve any responsibility & liability of the consultant as enlisted in the RFP.</p> <p>Any dispute, whatsoever, arising out of the availing services of third party, will be the sole responsibility of the Consultant.</p>

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
106	60	Table 1: Point 8	Identified Sectors* (Table 1): 8. Smart Infrastructure	What shall be construed as smart infrastructure. Does the bank have a definition to consider as boundary or it can be construed to include smart cities, public infrastructure as well.	<p>Entire value chain of the identified sectors to be covered.</p> <p>Smart infrastructure refers to infrastructure systems that leverage advanced technology like sensors, data analytics, and interconnected networks to optimize resource usage, enhance efficiency, and improve overall performance across various sectors like energy, transportation, water management, and urban development while promoting sustainability and resilience.</p>
107	70	DELIVERABLES & ITS TIMELINES	DELIVERABLES & ITS TIMELINES: Scope 1	We request to extend the timeline of Scope 1 by 4 to 6 weeks after set up of COE	<p>Setup of CoE is very time sensitive exercise owing to which the timelines will not be extended in the normal course.</p> <p>However, in case, the Bank extend the timelines. No additional fees will be paid by the Bank for any such extension.</p>

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
108	70	Appendix E : DELIVERABLES & ITS TIMELINES	DELIVERABLES & ITS TIMELINES	Given the extensive action steps outlined in the scope 1 (Eg. partnership development, risk assessment models, implementation support with pilot/execution/roll-out etc.), is it correct to assume the items mentioned in Deliverables section (Page 70/71) are to be delivered in first 8-10 weeks, and other items mentioned in Scope 1 are to be delivered over a broader timeline (12 months)?	Kindly refer to the annexure A.
109	68	Appendix E : Section 2.1.2	Promote Industry Engagement: Represent the CoE at industry events, conferences, and forums to network with key stakeholders, promote the CoE's capabilities and expertise, and stay informed about industry trends and developments.	In the context of representing the CoE at industry events, we understand that financial, resource commitment for the partnerships is SBI's prerogative and the consultancy firm will facilitate the same?	It is clarified that, for knowledge sharing sessions or representing the CoE at industry events, Bank will arrange the event and bear all the related costs. However, fees related to the consultant engaged by the bidder/external sector expert will be borne by the consultant.
110	67	Appendix E : Section 1.10	Others: Any other work as deemed fit by the Bank for setting up of the CoE.	What process should be followed if additional responsibilities under "Others" are assigned by the Bank?	During this whole exercise, the Bank may add any new deliverables, to strengthen the setup of CoE. However, no additional fees will be paid to the consultant.
111	12	Invitation to Bid: Section 8. VI	Bank may at its discretion and without assigning any	As outlined in the scope, the project timeline can be extended at the Bank's	Setup of CoE is very time sensitive exercise owing to

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
			reason change the timelines as mentioned in the Schedule of Events.	discretion. We understand that any expansion/ extension in timelines and scope is to be discussed with appropriate commercials. Please confirm?	which the timelines will not be extended in the normal course. However, in case, the Bank extend the timelines. No additional fees will be paid by the Bank for any such extension.
112	53	Appendix-C: Technical Eligibility Criteria - Sr.No. 1 - Firm Experience	Detailed breakdown of advisory/consultancy services provided to clients in the identified sectors. Score will be awarded on following parameters: •Total number of clients served in each sector.	In order to substantiate firm experience, is self certification by the consultancy firm regarding number of clients and type of project work delivered from our database valid?	Bidder may submit self-declaration along with work order or mail from the respective client or completion certificate or reference letter validating their services.
113	55	Appendix-C: Technical Eligibility Criteria - Section 3 - Qualifications & Experience of key staff	International Experience of 1 year	We understand international work experience includes professional experience gained while working in a foreign country and/or also substantial engagement with international clients while based in India?	It is clarified that the international work experience is the professional experience gained while working in a foreign country.
114	55	Appendix-C: Technical Eligibility Criteria - Section 3 - Qualifications & Experience of key staff	International Experience of 1 year	Does the Sector Specialist need to be an Indian citizen? Additionally, does their area of specialization need to have been practiced specifically within India?	It is clarified that, it is not necessary for sector consultant to be a Indian Citizen. Also, work experience in the area of specialization can of a foreign Country.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
115	55	Appendix-C: Technical Eligibility Criteria - Section 3 - Qualifications & Experience of key staff	Score to be awarded for sector specialist in all 8 identified sectors with a cumulative score of 40 for sector specialists.	Presume sharing the profile/ CV of the expert shall be considered as evidence of sector expertise?	<p>Self-attested copies of the resume duly certified by the bidder will be sufficient for the evaluation purpose.</p> <p>However, the Bank reserves the right to seek additional information and/or verify the credentials of the details submitted in the resume.</p> <p>Further, bidder has to ensure the sanctity of details in the resume of the professional personnel under its internal due diligence process.</p>
116	26	30	LIMITATION OF LIABILITY	We request that indemnity for infringement of 3rd party IP and breach of confidentiality to be subject to the liability cap under clause 30(i). Therefore, we propose omission sub-clauses 30(ii)(a) and 30(ii)(c) from 30(ii) as we are unable to agree to uncapped liabilities for these. Will that be acceptable?	No change in the terms & conditions of the RFP.
117	28	33(vi)	SERVICE PROVIDER'S OBLIGATIONS	We request that sub-clause 33(vi) to be deleted and replaced with the below as 1 hour to report is not reasonable: "33(vi) Service Provider shall report the incidents, including	No change in the terms & conditions of the RFP.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				cyber incidents and those resulting in disruption of service and data loss/ leakage immediately promptly but not later than one 48 hour of detection"	
118	28	34	INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP	We propose modification to sub-clause 34(v) to add the following new limbs: "or (iii) Service Provider's inclusion in the Services or Deliverables of materials provided by Bank or its representatives." Will that be acceptable?	No change in the terms & conditions of the RFP.
119	28	34	INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP	We request that sub-clause 34(vi) is deleted and replaced with the following with minor edits to only clarify that the ownership and use of XXXXX pre-existing IP is excluded from this clause (similar to the SLA). "8.6 All Work Product prepared by the Consultant in performing the Services excluding Service Provider's Intellectual Property Rights shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created and the Consultant	No change in the terms & conditions of the RFP.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by the Consultant. The Work Product excluding Service Provider's Intellectual Property Rights shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank. Will that be acceptable?	
120	28	34	INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP	We request that sub-clause 34(viii) is deleted and replaced with the following with minor edits to only clarify that the ownership and use of XXXXX pre-existing IP is excluded from this clause: "34 (viii) Excluding Service Provider's Intellectual Property Rights, 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 RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws." We trust this is fine?	No change in the terms & conditions of the RFP.
121	28	34	INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP	We request that sub-clause 34(ix) is deleted and replaced with the following with <u>minor edits to clarify</u>	No change in the terms & conditions of the RFP.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				<p><u>that the ownership and use of XXXXX pre-existing IP is excluded from this clause,</u> and that software development work will be subject to additional legal terms: "34 (ix) The Intellectual Property Rights on the software code, copyright and source code for various applications/interfaces developed under this RFP, and any other component/framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property, excluding Service Provider's Intellectual Property rights. However, Service Provider shall hold All Intellectual Property rights in any pre-built software, including any derivatives thereof per se, except for those license rights which have been granted assigned under this RFP. Software development services will be subject to additional legal terms appropriate to cover the unique nature of software development services."</p>	
122	30	35	LIQUIDATED DAMAGES	We request that LD is not applicable and this clause 34 is deleted. Will that be acceptable?	No change in the terms & conditions of the RFP.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
123	31	36	CONFLICT OF INTEREST	<p>Please note that the SLA has Col terms under clause 18 (page 100). We are unable to agree to such wide exclusivity terms As such, sub-clauses 36(ii)(f) can be deleted and replaced with the following:</p> <p>"36(ii)9(f) "there is a conflict among the proposed project and other consulting assignments of the Bidder (including its personnel) and Sub-consultant) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders which adversely impacts Bidder's ability to provide the Services. The duties of the Bidder will depend on the circumstances of each case. While providing consultancy services to the Bank for this particular assignment, Bidder shall not staff core case team members (excluding experts and advisors) to provide substantially similar services on a competing assignment for a direct competitor of client during and for 12 months after completion of such team member's work on the Services take up any assignment that by its nature will result in conflict with the present assignment .Will that be acceptable?</p>	No change in the terms & conditions of the RFP.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
124	31	36	CONFLICT OF INTEREST	We request deletion of sub-clause 36(iv). We are unable to agree to wide exclusivity terms which limit the entire XXXXX including its Associates/affiliates from working for similar or conflicting projects, given 5 years is a long duration. Will that be acceptable?	No change in the terms & conditions of the RFP.
125	38	38	TERMINATION FOR DEFAULT	We request sub-clause 38(iii) to be deleted and replaced with the following to clarify XXXXX will be paid for the work done upto the date of termination: "38(iii)If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank. <u>Bank shall pay XXXXX fees and accrued expenses upto the effective date of such termination.</u> " Will that be acceptable?	No change in the terms & conditions of the RFP.
126	38	38	TERMINATION FOR DEFAULT	We request deletion of the following penalty clause from Clause 38 (vi) as Bank will have legal recourse against Service Provider "If existing Service	No change in the terms & conditions of the RFP.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee." Will that be acceptable?	
127	86	4.2 (APPENDIX-I)	Additional Representation and Warranties by Service Provider	Sub-clause 4.2.8 - We request to delete 'police verification' as we do not conduct such verifications of our employees. We conduct background checks and other necessary checks for providing services. Will that be acceptable?	<p>Self-attested copies of the resume duly certified by the bidder will be sufficient for the evaluation purpose.</p> <p>However, the Bank reserves the right to seek additional information and/or verify the credentials of the details submitted in the resume.</p> <p>Further, bidder has to ensure the sanctity of details in the resume of the professional personnel under its internal due diligence process.</p>
128	88	6 (APPENDIX-I)	RESPONSIBILITIES OF SERVICE PROVIDER	We request clause 6.5 to be deleted and replaced with the below as 1 hour to report is not feasible or practical: "6.5 Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of	No change in the terms & conditions of the RFP.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				service and data loss/ leakage immediately promptly but not later than one 48 hour of detection" Will that be acceptable?	
129	88	6 (APPENDIX-I)	RESPONSIBILITIES OF SERVICE PROVIDER	We request that Clause 6.7 to be deleted and replaced with the following to allow XXXXX to use and share its own IPR "6.7 The Service Provider shall not, without the Banks prior written consent, make use of any document or information relating to Deliverables/Work Product generated by the Service Provider with any third party <u>except Service Provider's Intellectual Property Rights/IPR</u> " Will that be acceptable?	No change in the terms & conditions of the RFP.
130	91	8 (APPENDIX-I)	INTELLECTUAL PROPERTY RIGHTS	We request to include the following new limb (iii) into existing sub-clause 8.5 "or (iii) Service Provider's inclusion in the Services or Deliverables of materials provided by Bank or its representatives." Will that be acceptable?	No change in the terms & conditions of the RFP.
131	91	8 (APPENDIX-I)	INTELLECTUAL PROPERTY RIGHTS	We request that clause 8.6 is deleted and replaced with the following with minor edits to only clarify that the ownership and use of XXXXX pre-existing IP is excluded from this clause. "8.6 All Work Product prepared by the Consultant in performing the Services excluding Service Provider's	No change in the terms & conditions of the RFP.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				Intellectual Property Rights shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created and the Consultant agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by the Consultant. The Work Product excluding Service Provider's Intellectual Property Rights shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank. Will that be acceptable?	
132	94	9 (APPENDIX-I)	CONFIDENTIALITY	We request Clause 9.7 to be deleted and replaced with the following as <u>we are unable to agree to perpetual confidentiality obligations</u> : "9.7 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of (five)	No change in the terms & conditions of the RFP.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				<p>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>Will that be acceptable?</p>	
133	94	9 (APPENDIX-I)	CONFIDENTIALITY	<p>We request to kindly add a new sub-clause 9.8 with respect to sharing of the XXXXX branded Deliverables</p> <p><u>"9.8 Bank agrees not to disclose to any third party any XXXXX /Service Provider's Intellectual Property Rights or IPR or any Deliverables that contain Service Provider's name or logo or are in any way (written, oral or otherwise) attributed to Service Provider without Service Provider's prior written consent. A condition to Service Provider's consent will be that the Bank obtain from the proposed recipient of such disclosure the execution of a Service Provider's access letter in the form provided by the Service Provider. For the avoidance of doubt, Bank may freely disclose Deliverables to a third party if Bank removes Service Provider's name and logo from such Deliverables and does not attribute such Deliverables to the</u></p>	No change in the terms & conditions of the RFP.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				Service Provider provided that Bank gives the Service Provider a prior notice of its intent to disclose such Deliverables." Will that be acceptable?	
134	95	12 (APPENDIX-I)	LIQUIDATED DAMAGES	We request deletion of clause 12. Will that be acceptable?	No change in the terms & conditions of the RFP.
135	99	17 (APPENDIX-I)	GENERAL INDEMNITY	We request to kindly insert the following new sub-clause 17.3 for <u>indemnity in favour of the service provider</u> : "17.3 Because XXXXX services involve the expression of professional ideas, judgments and opinions by XXXXX that cannot amount to a guarantee of future events, <u>you agree to release and indemnify XXXXX and its affiliates and their respective personnel</u> (each, an "Indemnified Party") from and against any and all claims, liabilities, costs and expenses which such Indemnified Party may incur or become subject to under <u>any applicable federal or state law, or otherwise</u> , and related to, based upon, or arising Bank's use of the Deliverables/Work Product or implementation of the advice or recommendations included therein except to the extent any claim, liability or expense results from the gross	No change in the terms & conditions of the RFP.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				negligence or intentional misconduct of an Indemnified Party as determined in a final judgment by a court."Will that be acceptable?	
136	100	19 (APPENDIX-I)	LIMITATION ON LIABILITY	Indemnity for infringement of 3rd party IP and breach of confidentiality to be subject to the liability cap under this clause 18(1). We are unable to agree to uncapped liabilities for Clause 18(3)(i) and 18(3)(iii) and request these two are deleted. Will that be acceptable?	No change in the terms & conditions of the RFP.
137	103	21 (APPENDIX-I)	RIGHT TO AUDIT	We request that sub-clause 21.4 is deleted and replaced with the following as XXXXX confidentiality obligations towards its clients and we are unable to agree to such unrestricted access. "21.4 Notwithstanding anything to the contrary contained herein or in this RFP, Bank will conduct audit no more than once in 12 months after the completion of the Services. Further, Bank will ensure that Bank or auditors conducting such audit will comply with any confidentiality measures reasonably requested by the Service Provider to protect its data and those of its other clients. Service Provider shall submit the relevant documents requested by the Bank and no access	Bank reserves the right to conduct the audit relating to scope of work. It may include verification of documents submitted for assessing the capabilities of the bidder.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				would be provided to Service Provider's premises for such audits." Will that be acceptable?	
138	110	28 (APPENDIX-I)	MISCELLANEOUS	<p>We request adding a new sub-clause 28.9:</p> <p>"28.9 (A) In providing the Services, XXXXX and any subcontractor (if permitted) which XXXXX engages shall not (i) select specific vendors or suppliers on behalf of the Bank, (ii) make decisions for the Bank including negotiating with potential vendors or suppliers, or otherwise act as a principal or in any capacity beyond that solely of as an advisor, or (iii) specifically in relation to negotiating, drafting or interpreting contract terms by the Bank, provide any legal, regulatory or anti-trust advice or services to the Bank. We will rely solely on you for all decision-making authority. Bank agrees to commit relevant resources necessary to ensure these guidelines are observed by all parties. (B) XXXXX does not make management decisions on behalf of its clients, including decisions to pursue the advice or recommendations provided by XXXXX in its provision of services. XXXXX services are limited to</p>	<p>As per terms of RFP, subcontracting by consultants is not allowed. The consultant may utilize the services of third parties for providing the deliverables. However, the bank will not pay any additional fees for the engagement of the third-party services availed by the bidder.</p> <p>Use of the services of third party will not absolve any responsibility & liability of the consultant as enlisted in the RFP.</p> <p>Any dispute, whatsoever, arising out of the availing services of third party, will be the sole responsibility of the Consultant.</p>

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				<p>those specifically described in this RFP and do not under any circumstances constitute accounting, audit or tax-related assistance or advice, investment advice, legal advice or services (including as to the manner, if any, in which you may lawfully implement any advice provided by XXXXX), expert witness services, valuation opinions or solvency or fairness opinions. XXXXX services will not constitute an audit, review or compilation or any other type of financial statement reporting."</p> <p>Will that be acceptable?</p>	
139	118	3 (Appendix J)	RIGHTS AND REMEDIES	SLA has detailed audit terms under clause 21. We request to please delete sub-clause 3(d) as we are unable to agree to such wide audit rights esp. to enter into XXXXX premises. Will that be acceptable?	Bank reserves the right to conduct the audit relating to scope of work. It may include verification of documents submitted for assessing the capabilities of the bidder.
140	118	3 (Appendix J)	RIGHTS AND REMEDIES	We request to please add the following new statement into the existing sub-clause 3(b) to allow archival rights. This is also similar to the SLA. "3(b) Notwithstanding anything to the contrary contained herein or in this RFP, XXXXX may retain a copy of any materials (together with necessary supporting documents) that XXXXX	No change in the terms & conditions of the RFP.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				develop for the Bank for archival purposes and any Disclosing Party's Confidential Information retained shall be subject to the terms of this NDA." Will that be acceptable?	
141	119	4 (Appendix J)	MISCELLANEOUS	We request to please add the following new statement into existing sub-clause 4(a) to clarify ownership of XXXXX work and IPR "4(a) Notwithstanding anything to the contrary contained herein or in this RFP, XXXXX does not convey any ownership or rights in the materials prepared by XXXXX for the Bank or any of the frameworks, methodologies, approaches, analytical tools and general industry data and insights included therein or XXXXX Intellectual Property Rights (as defined in the SLA)". Will that be acceptable?	No change in the terms & conditions of the RFP..
142	119	4 (Appendix J)	MISCELLANEOUS	We request that sub-Clause 4(h) is deleted and replaced with the following as we are unable to agree to perpetual confidentiality obligations: "4(h) The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of 1 (one) year thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five	No change in the terms & conditions of the RFP.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank Response
				(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."Will that be acceptable?	
143	62	Appendix E : 1.3.1	1.3 Knowledge Dissemination and Center Positioning: 1.3.1 Knowledge Platform: Develop a platform (e.g., website, online portal) for disseminating knowledge and research findings related to the identified sectors. This includes curating relevant content, publishing research reports, and hosting webinars and online forums.	The scope of work talks about developing a platform (e.g., website, online portal) for disseminating knowledge. Could you give us an idea about the ownership of the portal from a legal perspective, any open source to be used for the creation of the same? Will that be acceptable?	SBI will be the sole owner of all the deliverables provided by the consultant.
144	14	1. ii (f)	BID PREPARATION AND SUBMISSION: Audited financial statement and profit and loss account statement as mentioned in Part-II.	Will SBI be accepting the MCA filings for XXXXX and Company instead of Audited financials? As this is in sync with XXXXX confidentiality policy. Will that be acceptable?	Consultant can submit MCA filings or audited financial statements or Certificate of the statutory auditor.

Clarification on timelines along with example.

Consultant X has been selected as TC1 bidder and has been awarded Purchase order (PO). From the date of award of PO, X will assemble its team within a weeks' time i.e. PO+1 week =T. All the timelines of deliverables will start T onwards. Date of establishment of CoE has been referred as T1 i.e. T+10 weeks.

Sectors: We have categorized the identified sectors in two sets, each consisting of 4 sectors. Set 1 including sector 1,2,3,4 & set 2 including sector 5,6,7,8 as per the table in the general scope in appendix E. These both sets are part of scope 1 of the project.

X will assist in setting up CoE within T+10 weeks. All the deliverables of Set 1 of the identified sectors will be submitted in T+10 weeks.

Deliverables for set 2 of identified sectors will be submitted within 8 weeks of establishment of CoE (T1+8 weeks or T+18 weeks).

Though the scope 2 will start from the establishment of CoE i.e. T1, for a period of one year, there is an overlapping of first 8 weeks for both the scopes wherein Deliverables for set 2 of identified sectors will be covered and scope 2 which includes training, assistance in CoE operations etc will be covered.

Pilot project will be launched in scope 1 and shall continue till all the 8 identified sectors are completed i.e. T+18 weeks or T1+8 weeks.

***Enemy Countries:** As per Defence of India Act 1962, (i) It means any person or country committing external aggression against India, (ii) any person belonging to a country committing such aggression, (iii) such other country as may be declared by the Central Govt to be assisting the country committing such aggression, (iv) any person belonging to such other country.

Note: Notwithstanding anything mentioned in the RFP, no structural changes will be accepted in the draft SLA. In case the successful bidder fails to execute the SLA within the timelines mentioned in the RFP, the Bank reserves the right to invoke and/or appropriate the EMD/cash as the case may be.

If the EMD is forfeited for any of the reasons mentioned in the RFP, the concerned Bidder could be debarred from participating in the RFPs floated by the Bank/this department, in future, at the sole discretion of the Bank.