1. No relaxation in the Bidder's surety criterion. Indian Firm(s), part of the global firm or a standalone Indian Bidder needs to have average annual turnover of minimum Rs 50 crore during the last 3 (three) financial years.

2. The Bidder should quote rate per day per resource for Category code CSR-RAI-AS only in the price bid. Kindly ignore the illustration on page 62, Appendix I.

3. Details of reverse auction will be shared with the eligible bidders during the course of RFP process.

4. This RFP is not for Loan staffing engagement, successful empanelled firm will be responsible for the deliveries.

5. Under this engagement Bank is not looking for IT solutions but for core Risk management consultancy and advisory.

6. Bank has agreed for extending the bid submission deadline to 22-July-2020

7. Bank will consider the certification of board level Executive officer of the participating firm to establish their internal designation equivalence to Partner Rank designation.

8. Firms whose FY19-20 Balance sheet are not finalized can submit the bid with a due date of April 2020, however, it may be observed that the CFO or equivalent officer certification on maintaining positive Net Worth during the FY19-20

9. Change, Risk modelling, Stress testing

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### Clarifications to individual queries of the participating firm

<table>
<thead>
<tr>
<th>Index</th>
<th>RFP Reference</th>
<th>Page No.</th>
<th>Existing RFP Clause</th>
<th>Queries</th>
<th>Query Type</th>
<th>Bank Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-04</td>
<td>Schedule of Events</td>
<td>2</td>
<td>Bill submission, Pre-bid meeting</td>
<td>Request the bank to provide the clarification to the queries earlier than the given date of 8th July 2020</td>
<td>Request</td>
<td>Schedule of Pre-bid meeting</td>
</tr>
<tr>
<td>A-10</td>
<td>Tender Fees</td>
<td>3</td>
<td>Tender Fee: Amount Rs 20,000 withdrawn 30% of Bank's cheque payable at Mumbai in favour of State Bank of India. Tender fee will be non-refundable.</td>
<td>a. Can I please have a list of the cities where the resources will be required in exceptional scenario and cost reimburment will be done as per Banks terms? b. Each engagement, will have the defined duration of EMD BG? c. Is the tender fee be submitted as a Bank Draft?</td>
<td>Request</td>
<td>May be considered</td>
</tr>
<tr>
<td>A-11</td>
<td>Schedule of Events - EMD</td>
<td>3</td>
<td>EMD</td>
<td>Request for EMD of 5 lakhs only</td>
<td>Request</td>
<td>EMD to be submitted as Bank Draft which remains valid for 3-3 months. Vibility of EMD required has been mentioned in RFP</td>
</tr>
<tr>
<td>A-12</td>
<td>Schedule of Events - BG</td>
<td>3</td>
<td>In such cases BG should be valid for a minimum period of 6 months or the tenure of the project plus three months, from the effective date of the PO for individual works stream.</td>
<td>a. Given that the project durations are not known, what should be the duration of EMD BG? b. When will the BG be returned? After 6 months or a minimum of C 6 months or 3 months after the end of the engagement? c. How many BGs are to be provided as they are dependent on the number of purchase order and details of PO haven't been shared at this stage.</td>
<td>Request</td>
<td>EMD to be submitted as Bank Draft which remains valid for 3-3 months. Vibility of EMD required has been mentioned in RFP</td>
</tr>
<tr>
<td>A-15</td>
<td>Schedule of Events - Terminal</td>
<td>3</td>
<td>Purchase Order (PO) will be issued by the Bank on need basis. The Bidder shall adhere to following timelines while providing the resources.</td>
<td>a. Are the terms of payment applicable to both delivery based and staff augmentation projects? b. What is the deliverable sign of process and the corresponding TAT?</td>
<td>Query</td>
<td>a. yes b. Each engagement, will have the defined duration of EMD BG</td>
</tr>
<tr>
<td>A-16</td>
<td>Schedule of Events - Payments</td>
<td>3</td>
<td>The payment will be released within 30 days from receipt of invoice along with supporting documents as mentioned above.</td>
<td>The payment will be released within 30 days from receipt of invoice along with supporting documents as mentioned above.</td>
<td>Request</td>
<td>No change in RFP terms</td>
</tr>
<tr>
<td>A-17</td>
<td>Delivery Location</td>
<td>4</td>
<td>Resources are primarily required at location in CSR Corporate Centre, Nariman Point, Mumbai. However, if the requirement is for other locations then the same will be mentioned in the Purchase Order and the Bidder has to provide the resources at the same cost</td>
<td>Request to clarify as to where the resources will be required</td>
<td>Request</td>
<td>No travel visit (outside Mumbai) is envisaged under the present scope of work. However, it may be required in exceptional scenario and cost reimbursement will be done as per Banks terms (only when such travel is approved by Bank). The same will be mentioned in the Purchase Order No.</td>
</tr>
<tr>
<td>A-18</td>
<td>Delivery Location</td>
<td>5</td>
<td>Resources are primarily required at location in CSR Corporate Centre, Nariman Point, Mumbai. However, if the requirement is for other locations then the same will be mentioned in the Purchase Order and the Bidder has to provide the resources at the same cost</td>
<td>Resources to be deployed at any location within Mumbai &amp; Navi Mumbai will be provided at the same rate. However, if the resources required in exceptional scenario and cost reimbursement will be done as per Banks terms (only when such travel is approved by Bank). The same will be mentioned in the Purchase Order No.</td>
<td>Request</td>
<td>No travel visit (outside Mumbai) is envisaged under the present scope of work. However, it may be required in exceptional scenario and cost reimbursement will be done as per Banks terms (only when such travel is approved by Bank). The same will be mentioned in the Purchase Order No.</td>
</tr>
<tr>
<td>A-23</td>
<td>Definitions</td>
<td>9</td>
<td>&quot;Consultant/Service Provider&quot; to the successful Bidder(s) found eligible as per eligibility criteria set out in this RFP, whose technical bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder(s) is (as) per the selection criteria set out in the RFP and to whom notification of Award has been given by the Bank.</td>
<td>1. What is the scope of RFP to be empanelled consultants on T&amp;M basis, this definition should be dropped?</td>
<td>Query</td>
<td>Yes, the same is detailed in RFP. In case, L2, L3 and L4 accept the said offer, they will be awarded the contract to the share of any empanelled consulting firm should not exceed 40% of the monetary value of the overall engagement assignment, applicable in case of multiple assignments.</td>
</tr>
<tr>
<td>A-23</td>
<td>Definitions</td>
<td>9</td>
<td>&quot;Consultant/Service Provider&quot; to the successful Bidder(s) found eligible as per eligibility criteria set out in this RFP, whose technical bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder(s) is (as) per the selection criteria set out in the RFP and to whom notification of Award has been given by the Bank.</td>
<td>&quot;Consultant/Service Provider&quot; to the successful Bidder(s) found eligible as per eligibility criteria set out in this RFP, whose technical bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder(s) is (as) per the selection criteria set out in the RFP and to whom notification of Award has been given by the Bank.</td>
<td>Query</td>
<td>Yes, the same is detailed in RFP. In case, L2, L3 and L4 accept the said offer, they will be awarded the contract to the share of any empanelled consulting firm should not exceed 40% of the monetary value of the overall engagement assignment, applicable in case of multiple assignments.</td>
</tr>
</tbody>
</table>

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**Note:** Key RFP requests to be focussed under the detailed scope of work shared in RFP as Credit Risk, Market Risk, Operational Risk, Basel II guidelines, Enterprise Risk Management, Pandemic Risk Climate Change, Risk modelling, Stress testing.
The Bank will endeavour to empanel minimum of three firms at L1, L2, L3 and L4 during the agreement period will be in the ratio of 40:30:20:10.

The Bank will award the Contract to 4 bidders in given ratio. What will be the work allocation / risk domain assignment criteria. Will all 4 successful bidders work simultaneously on same risk domain or will they be engaged at different points in time?

What do you mean by contract?

A Bid shall remain valid for duration of 3 calendar months from Bid submission date. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.

What happens when all the other bidders match the L1 price?

The bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.

Please clarify if minor deviations are allowed as per clauses are contradictory.

Contract will be awarded between L1, L2, L3 and L4 bidders in such a way that the total value of orders placed on L1, L2, L3 and L4 during the agreement period will be in the ratio of 40:30:20:10.

When can bank award 3 bidders in case of multiple assignments?

Cost of R1, R2, R3, R4 for one year

Price quoted by the Bidder in Reverse auction shall remain valid for duration of 3 calendar months from Bid submission date.

By when the PO will be awarded? The same is mentioned in Schedule of Events of this RFP.

It would be related to domain areas mentioned in RFP.

Assignment allotment will be decided by Bank.

For duration of 6 calendar months from the date of conclusion of RA.

For duration of 2 calendar months from Bid submission date.

Sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.

The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid contents of submission for regulatory and legal requirements.

The Bank may be permitted:

The Bank will endeavour to engage minimum of three firms at L1, L2, L3 and L4 after the award of the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP.

The Bank may be permitted:

If a Bidder withdraws his Bid during the period of Bid validity specified in this RFP, or if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.

For duration of 6 calendar months from the date of conclusion of RA.

For duration of 2 calendar months from the date of conclusion of RA.

What happens if EMD is forfeited by any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFP's floated by the Bank in its department, in future, as per sole discretion of the Bank.

What is the understanding on discharge of EMD as on signing the contract? What do you mean by contract?

b. How many standard hours should be used for calculation while quoting yearly rates.

This is same meaning from Schedule of Events of this RFP.

If a Bidder withdraws his Bid during the period of Bid validity specified in the RFP, or if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP, after mutual discussion with the bank.

Part-I

A Bid shall remain valid for duration of 6 calendar months from Bid submission date. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.

Part-II

The Bank will endeavour to empanel minimum of three firms at L1, L2, L3 and L4 during the agreement period will be in the ratio of 40:30:20:10.

If the Bidders make any statement or encloses any form which turns out to be false / incorrect that has been confirmed post discussion with the bidder at any time prior to signing of Contract; or if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP, after mutual discussion with the Bank.

Part-II

The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

What will be work allocation / risk domain assignment criteria. Will all 4 successful bidders work simultaneously on same risk domain or will they be engaged at different points in time?

Suggestion No change in RFP terms

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Suggestion No change in RFP terms
<table>
<thead>
<tr>
<th>Index</th>
<th>RFP Reference</th>
<th>Page No.</th>
<th>Existing RFP Clause</th>
<th>Queries</th>
<th>Query Type</th>
<th>Bank Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part-19</td>
<td>Performance of Review</td>
<td>20</td>
<td>Bank will conduct periodic performance of empanelled firms, the review will help bank assess individual empanelled firms’ performance on the basis of their past track of history. Based on the review and also keeping in mind any contingent/surrogate requirement of bank. Bank will have right to reallocate the work load among the empanelled firms. However, such allocation will be subjected to the cap 45% of the monetary value of the overall engagement agreement during any financial year for any individual empanelled firm(s), applicable in case of multiple assignments.</td>
<td>Can you please help us in understanding how the same would be done?</td>
<td>Query</td>
<td>Bank will decide the final allocation within the stipulated single firm limit. Bank will consider the input of the empanelled firms on calculating reasonable hours. The functioned budget will also be guiding factor in work allocation.</td>
</tr>
<tr>
<td>Part-19</td>
<td>Award of Contract</td>
<td>19</td>
<td>a. Floor price will be fixed by the Bank. The bidder who first reaches the floor price or who is the closest to floor price will be adjudged as L1 Bidder. The auction will end in case any bidder reaches the floor price. The second lowest bidder will be L2. First lowest bidder will be L3 and fourth lowest bidder will be L4. Contract will be awarded between L1, L2, L3 and L4 bidders in such a way that the total value of orders placed on L1, L2, L3 and L4 during the agreement period will be in the ratio of 40:30:20:10. An offer will be made to L2, L3 and L4 Bidders to match the price quoted by the L1, in case, L2, L3 and L4 refuse to accept the said offer, offer will be made to L5 and so on. In case, any of the bidder fails to match the price offered by L1 for L1 position or no bidder qualifies for L1 position, then the workstream will be equally distributed between L1 and L2. In case, any of the bidder fails to match the price offered by L1 for L1 position or no bidder qualifies for L1 position, then the Bank may decide to award the entire contract to L1.</td>
<td>Please confirm if this means that whether a bidder is L1, L2 or L3 the entire contract will be given at the quote of L1?</td>
<td>Query</td>
<td>As per RFP, it is an endeavour of the Bank.</td>
</tr>
<tr>
<td>Part-19</td>
<td>Floor Price</td>
<td>19</td>
<td>Will bank disclose the floor price at the time of reverse auction</td>
<td>Would bank accept the propose quote, if it is below floor price</td>
<td>Query</td>
<td>No</td>
</tr>
<tr>
<td>Part-19</td>
<td>Contract terms</td>
<td>20</td>
<td>The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.</td>
<td>The Agreement/ SLA will be valid for the period as specified in scope of work.</td>
<td>Query</td>
<td>No change in RFP terms</td>
</tr>
<tr>
<td>Part-19</td>
<td>Audit</td>
<td>21</td>
<td>Failure of the successful Bidder to comply with the terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.</td>
<td>Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.</td>
<td>Query</td>
<td>No change in RFP terms</td>
</tr>
<tr>
<td>Part-19</td>
<td>Total Cost Project Cost</td>
<td>21</td>
<td>As the scope of RFP is to empanel consultants on T&amp;M basis, total cost of ownership should be dropped?</td>
<td></td>
<td>Suggestion</td>
<td>No change in RFP terms</td>
</tr>
<tr>
<td>Part-24</td>
<td>BG</td>
<td>21</td>
<td>Bank at its discretion may ask for Bank Guarantees for each project / individual assignment / work stream allotted to empanelled firms. Total amount for Such a performance Bank guarantee will 10% of the Purchase Order.</td>
<td>How would this be valid if bidder's resources are not accepted by the Bank. In that case 10% of the PO value will exceed the overall contract value.</td>
<td>Query</td>
<td>No</td>
</tr>
<tr>
<td>Part-24</td>
<td>BG</td>
<td>22</td>
<td>In such cases BG should be valid for a minimum period of 6 months or the tenure of the project plus three months period, whichever is higher. For the purpose of this RFP, the POs and the work stream allotted to empanelled firms Total amount for Such a performance Bank guarantee will 10% of the Purchase</td>
<td>In such cases BG should be valid for a minimum period of 6 months or the tenure of the project plus three months period, from the effective date of the PO and work stream.</td>
<td>Query</td>
<td>No change in RFP terms</td>
</tr>
<tr>
<td>Part-27</td>
<td>Performance Bank Guarantee</td>
<td>23</td>
<td>Banks do not provide reasonable notice less than 7 (seven) days to Service Provider before such audit and such audit shall be conducted during normal business hour.</td>
<td>We will send our records as per our record retention policies. Upon reasonable notice we will allow client to inspect our invoicing records</td>
<td>Query</td>
<td>No</td>
</tr>
<tr>
<td>Part-27</td>
<td>Audit</td>
<td>23</td>
<td>The Agreements’ SLA will be valid for the period as specified in scope of work. At the end of the agreement period, Bank shall have the right to extend the agreement with the empanelled firm(s) for further period of 03 months or the existing terms and condition with the due approval from the competent authority. The Bank reserves the right to terminate the Agreement as per the terms of RFP Agreement.</td>
<td>a. Would there be a master service agreement governing all POs or will there be multiple SLAs, one for each for each PO? b. What is the agreement period? c. Request you to reconsider as salaries do not increase as per the inflation rate.</td>
<td>Query</td>
<td>a. Yes</td>
</tr>
<tr>
<td>Part-27</td>
<td>Contract Validity</td>
<td>25</td>
<td>The Agreement's SLA will be valid for the period as specified in scope of work. At the end of the agreement period, Bank shall have the right to extend the agreement with the empanelled firm(s) for further period of 03 months or the existing terms and condition with the due approval from the competent authority. The Bank reserves the right to terminate the Agreement as per the terms of RFP Agreement.</td>
<td>a. The existing terms and conditions imply the same rate of increment as per the proposals? b. What is the agreement period? c. Request you to reconsider as salaries do not increase as per the inflation rate.</td>
<td>Query</td>
<td>a. No change in RFP terms</td>
</tr>
<tr>
<td>Part-29</td>
<td>Contract Validity</td>
<td>25</td>
<td>The Agreement’s SLA will be valid for the period as specified in scope of work. At the end of the agreement period, Bank shall have the right to extend the agreement with the empanelled firm(s) for further period of 03 months or the existing terms and condition with the due approval from the competent authority. The Bank reserves the right to terminate the Agreement as per the terms of RFP Agreement.</td>
<td>The Agreement’s SLA will be valid for the period as specified in scope of work. At the end of the agreement period, Bank shall have the right to extend the agreement with the empanelled firm(s) for further period of 03 months or the existing terms and condition with the due approval from the competent authority. The Bank reserves the right to terminate the Agreement as per the terms of RFP Agreement.</td>
<td>Query</td>
<td>Suggestion</td>
</tr>
<tr>
<td>Part-29</td>
<td>Contract Validity</td>
<td>25</td>
<td>The Agreement’s SLA will be valid for the period as specified in scope of work. At the end of the agreement period, Bank shall have the right to extend the agreement with the empanelled firm(s) for further period of 03 months or the existing terms and condition with the due approval from the competent authority. The Bank reserves the right to terminate the Agreement as per the terms of RFP Agreement.</td>
<td>Any extension of the contract shall be based on mutually discussed T&amp;Cs and price.</td>
<td>Query</td>
<td>Suggestion</td>
</tr>
<tr>
<td>Part-30</td>
<td>Limitation of Liability</td>
<td>25</td>
<td>The maximum aggregate liability of Service Provider, subject to clause 30 (ii), in respect of any claims, losses, costs or damages arising out of or in connection with the RFP Agreement shall not exceed the total Project Cost. Please confirm that, these clauses will be applicable to POs issued during particular year and liability is limited to the extent of POs issued. All POs will be treated as separate contract.</td>
<td>Any change in RFP Agreement will also be binding on the Consultant.</td>
<td>Query</td>
<td>Yes</td>
</tr>
</tbody>
</table>
**Part-I 30: Limitation of Liability**

1. The maximum aggregate liability of Service Provider, subject to clause 30 (ii), in respect of any claims, losses, costs or damages arising in connection with the RFP Agreement shall not exceed the total Project Cost.
2. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims, including loss of profit, loss of business or revenue.

**Part-I 32: Contract terms**

25. Any delay in performing the obligations defined in performance by Service Provider may result in imputation of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

26. iii. Service Provider will abide by the job safety measures guidelines applicable to the outsourced services. The Bank shall not be liable for any injury or loss of life, the cause of which is Service Provider's negligence, Service Provider will pay all indemnities arising from such incidents and will hold the Bank indemnified.

27. ii. Any service performed by the Service Provider is subject to any third party claim against the Bank that any Service provided by the Service Provider is non-infringing.

**Part-I 34: IPR**

28. vii. In the event that Service Provider integrates any work that was previously created by any third party, including, but not limited to, any copyright, patent, design or trademark, or other Intellectual Property Rights, in connection with the Work Product.

29. v. In the event that Service Provider integrates any work that was previously created by Service Provider into any Work Product, Service Provider shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to use, reproduce and modify such deliverables for its own internal use.

30. vi. All Work Product prepared by the Service Provider in performing the Services 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 vest in the Bank, and when such Work Product is created and Service Provider agrees to execute all papers and perform such other acts as the Bank may deem necessary to secure its rights herein assigned by the Service Provider. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.

31. iii. In the event that Service Provider integrates any work that was previously created by any third party, including, but not limited to, any copyright, patent, design or trademark, or other Intellectual Property Rights, in connection with the Work Product, Service Provider shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to use, reproduce and modify such deliverables for its own internal use.

**Part-I 36: Liquidated damages**

26. ii. If Service Provider fails to deliver and perform any or all of the Services within the agreed time, schedule as specified in the RFP Agreement, the Bank may cancel the order. Ownership of any Pre-existing work by PwC shall vest in PwC. PwC will treat the ownership of the deliverables and reports upon receiving the payments thereof.

**Part-I 38: IPR indemnity**

27. We request client to include the following exceptions and procedures as if you were reading it naturally.
Part-I 36

During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such time period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service 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 invoice to Bank Guarantee for the contracted period by or invocational of Bank Guarantee.

Please confirm, agreement means PO? Query Yes

Part-I 38

In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such term, and in such manner as it deems appropriate. Services similar to those undelivered, and subject to limitation of liability clause of this RFP/Agreement shall be tendered to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.

Part-I 38

If Service Provider fails to deliver and perform any of the Services within the stipulated time, schedule as specified in this RFP/Agreement, and without prior notification to its other Remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

Suggestion No change in RFP terms

Part-I 35

Appendix H (Penalties)

If Service Provider fails to deliver and perform any or all of the Services within the stipulated time, schedule as specified in this RFP/Agreement, and without prior notification to its other Remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

Suggestion No change in RFP terms

Part-I 35

The transition plan shall be mutually discussed and agreed upon at additional price.

Suggestion No change in RFP terms

Part-I 35

If Service Provider fails to deliver and perform any or all of the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may without prior notification to its other Remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

Suggestion No change in RFP terms

Part-I 35

It is clarified that we do not assume a liability for any part of our scope of work which is performed by anyone else, or for the payment obligations to such person entity.

Suggestion No change in RFP terms
### Part 38: Termination for Default

<table>
<thead>
<tr>
<th>RFP Reference</th>
<th>Page No.</th>
<th>Existing RFP Clause</th>
<th>Queries</th>
<th>Query Type</th>
<th>Bank Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>34</td>
<td>38</td>
<td>Termination for Default</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days sent to the Service Provider terminate the Agreement or respective Purchase Order in whole or in part if: a. If the Service Provider defaults in any of the obligations under the Agreement or respective Purchase Order or any extension thereof granted by the Bank; b. if the Service Provider fails to perform any other obligation(s) under the Agreement or respective Purchase Order; c. violations of any terms and conditions stipulated in the RFP; d. on happening of any termination event mentioned herein above in this RFP.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>it is required that the termination clause is made mutual and modified as below: “Either party may terminate the contract if (i) a breach by the other party occurs for a period of 30 days (ii) a notice of a breach by the other party is not received by the Bank within 5 (five) days after the date of occurrence of such breach.”</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, software and Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost in such similar Software Solution and/or Services. Provided further that the Vendor shall not be liable to Excess Cost in excess of (i) 10 percent of the price of undelivered goods or services for which such option is exercised by the Bank. The Service Provider shall continue performance of the Contract to the extent not terminated.</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>In the event of failure of the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The same shall continue to provide services as per the terms and conditions of the Agreement until a new Service Provider completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider in connection with such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over to the new Service Provider.</td>
<td></td>
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</tbody>
</table>

### Part 39: Force Majeure

<table>
<thead>
<tr>
<th>RFP Reference</th>
<th>Page No.</th>
<th>Existing RFP Clause</th>
<th>Queries</th>
<th>Query Type</th>
<th>Bank Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>39</td>
<td>If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>In the event of Force Majeure situation continues beyond 30 (thirty) days, all parties shall have the right to terminate the Agreement by giving notice to the other party.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>In the event the Bank terminates the Contract by giving written notice to Service Provider. If Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person, in this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>The Bank may, at any time, terminate the Contract by giving written notice to Service Provider. If Service Provider becomes Bankrupt or insolvent, the Bank shall be entitled to receive payment for the Services rendered (deemed) up to the effective date of termination.</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### Part 40: Termination for Insolvency

<table>
<thead>
<tr>
<th>RFP Reference</th>
<th>Page No.</th>
<th>Existing RFP Clause</th>
<th>Queries</th>
<th>Query Type</th>
<th>Bank Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td>40</td>
<td>Termination for Convenience - The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>In the event the Bank terminates the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of one year from the GO-LIVE date (including the notice period).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Service Provider shall be liable to the Bank for any increase in cost in such similar Software Solution and/or Services, provided, where termination services are required by the Bank or New Service Provider becomes Bankrupt or insolvent, the Bank shall be entitled to receive payment for the Services rendered (deemed) up to the effective date of termination.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Part 41: Termination for Convenience

<table>
<thead>
<tr>
<th>RFP Reference</th>
<th>Page No.</th>
<th>Existing RFP Clause</th>
<th>Queries</th>
<th>Query Type</th>
<th>Bank Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>37</td>
<td>41</td>
<td>Termination for Convenience - The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>In the event of any information / data / particulars proving to be incorrect, the Bank shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Bank may, at any time, terminate the Contract by giving written notice to Service Provider. If Service Provider becomes Bankrupt or insolvent, the Bank shall be entitled to receive payment for the Services rendered (deemed) up to the effective date of termination.</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### Part 42: Taxes and Duties

<table>
<thead>
<tr>
<th>RFP Reference</th>
<th>Page No.</th>
<th>Existing RFP Clause</th>
<th>Queries</th>
<th>Query Type</th>
<th>Bank Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
<td>42</td>
<td>Prices payable to Service Provider as stated in the Contract shall be exclusive of all taxes, duties and other charges in connection with the execution of the Agreement as a result of the services provided by Service Provider.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Prices payable to Service Provider as stated in the Contract shall be exclusive of all taxes, duties and other charges in connection with the execution of the Agreement as a result of the services provided by Service Provider.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>The Bank shall, by written notice of not less than 60 (sixty) days, terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of one year from the GO-LIVE date (including the notice period).</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### Part 43: Technical Form

<table>
<thead>
<tr>
<th>RFP Reference</th>
<th>Page No.</th>
<th>Existing RFP Clause</th>
<th>Queries</th>
<th>Query Type</th>
<th>Bank Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>39</td>
<td>43</td>
<td>We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications / modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in the RFP. We shall abide by the terms and conditions stipulated in the Commercial Bid through online auction to be conducted by the Bank’s authorized service provider, on the date advised to us.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications / modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in the RFP. We shall abide by the terms and conditions stipulated in the Commercial Bid through online auction to be conducted by the Bank’s authorized service provider, on the date advised to us.</td>
<td></td>
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</table>

### Part 44: Appendix A

<table>
<thead>
<tr>
<th>RFP Reference</th>
<th>Page No.</th>
<th>Existing RFP Clause</th>
<th>Queries</th>
<th>Query Type</th>
<th>Bank Responses</th>
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</thead>
<tbody>
<tr>
<td>40</td>
<td>Appendix A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>We certify that we are familiar with the terms and conditions of the RFP document, read with its amendments/clarifications provided by the Bank.</td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>We certify that while submitting our bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank and any such changes have been clearly set out in the bid documents.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Part 45: Appendix B

<table>
<thead>
<tr>
<th>RFP Reference</th>
<th>Page No.</th>
<th>Existing RFP Clause</th>
<th>Queries</th>
<th>Query Type</th>
<th>Bank Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>41</td>
<td>Appendix B</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>We agree to abide by all the RFP terms and conditions, contents of Level Agreement as per template available at Appendix-I of this RFP and the rates quoted therein for the Services awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>We agree to abide by all the RFP terms and conditions, contents of Level Agreement as per template available at Appendix-I of this RFP and the rates quoted therein for the Services awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.</td>
<td></td>
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</table>

### Part 46: Appendix C

<table>
<thead>
<tr>
<th>RFP Reference</th>
<th>Page No.</th>
<th>Existing RFP Clause</th>
<th>Queries</th>
<th>Query Type</th>
<th>Bank Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>Appendix C</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>We have the right to discontinue the services from the RFP without prejudice to any other rights available to the Bank.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>The Bank may, at any time, terminate the Contract by giving written notice to Service Provider. If Service Provider becomes Bankrupt or insolvent, the Bank shall be entitled to receive payment for the Services rendered (deemed) up to the effective date of termination.</td>
<td></td>
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</tr>
</tbody>
</table>

### Part 47: Appendix D

<table>
<thead>
<tr>
<th>RFP Reference</th>
<th>Page No.</th>
<th>Existing RFP Clause</th>
<th>Queries</th>
<th>Query Type</th>
<th>Bank Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>43</td>
<td>Appendix D</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>This is further clarified that the contents of the Bid are factually correct.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>It is further clarified that the contents of the Bid are factually correct.</td>
<td></td>
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</tbody>
</table>

### Part 48: Appendix E

<table>
<thead>
<tr>
<th>RFP Reference</th>
<th>Page No.</th>
<th>Existing RFP Clause</th>
<th>Queries</th>
<th>Query Type</th>
<th>Bank Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>44</td>
<td>Appendix E</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>We need to make any changes to the terms and conditions of the RFP and will be mutually discussed with the Bank.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>We need to make any changes to the terms and conditions of the RFP and will be mutually discussed with the Bank.</td>
<td></td>
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</tbody>
</table>

### Part 49: Appendix F

<table>
<thead>
<tr>
<th>RFP Reference</th>
<th>Page No.</th>
<th>Existing RFP Clause</th>
<th>Queries</th>
<th>Query Type</th>
<th>Bank Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>Appendix F</td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>We agree to abide by all the RFP terms and conditions, contents of Level Agreement as per template available at Appendix-I of this RFP and the rates quoted therein for the Services awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>We agree to abide by all the RFP terms and conditions, contents of Level Agreement as per template available at Appendix-I of this RFP and the rates quoted therein for the Services awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.</td>
<td></td>
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</tbody>
</table>

### Part 50: Appendix G

<table>
<thead>
<tr>
<th>RFP Reference</th>
<th>Page No.</th>
<th>Existing RFP Clause</th>
<th>Queries</th>
<th>Query Type</th>
<th>Bank Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>46</td>
<td>Appendix G</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Declaration is sought</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Declaration is sought</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

---

Suggestion No change in RFP terms
Bidder should have experience of minimum three years with deployment of at least 25 resources in providing similar consulting Services in each of the years. Similar services will include Enterprise Risk Management and related Risk advisory focused on Banking on turn-key basis. T&M basis or any other model. Bidder should have experience of minimum 10 years in providing the Services in field of Enterprise Risk Management as on 31.03.2020.

Query

**Bidder must provide proof of the number of Engagement?**

**Bidder should provide proof of risk related engagements?**

**Query**

**Bidder need to provide proof of risk related assignments in overseas jurisdiction or Auditor CA certificate certifying the details of overseas engagements.**

**Query**

**We are looking for the name of the clients along with contact details where firm has undertaken similar projects. Company should arrange for conference calls, if necessary.**

**Bidder need to provide proof of risk related assignments in overseas jurisdiction or Auditor CA certificate certifying the details of overseas engagements.**

**Suggestion**

**Bidder should have experience of minimum three years with deployment of at least 25 resources in providing similar consulting Services in each of the years. Similar services will include Enterprise Risk Management and related Risk advisory focused on Banking on turn-key basis. T&M basis or any other model. Bidder should have experience of minimum 10 years in providing the Services in field of Enterprise Risk Management as on 31.03.2020.**

**Query**

**We are looking for the name of the clients along with contact details where firm has undertaken similar projects. Will it be in the reverse auction to execute a Contract with the Bank?**

**Query**

**We are looking for the name of the clients along with contact details where firm has undertaken similar projects. Company should arrange for conference calls, if necessary.**

**Suggestion**

**Bidder should have experience of minimum three years with deployment of at least 25 resources in providing similar consulting Services in each of the years. Similar services will include Enterprise Risk Management and related Risk advisory focused on Banking on turn-key basis. T&M basis or any other model. Bidder should have experience of minimum 10 years in providing the Services in field of Enterprise Risk Management as on 31.03.2020.**

**Query**

**Bidder should have experience of minimum three years with deployment of at least 25 resources in providing similar consulting Services in each of the years. Similar services will include Enterprise Risk Management and related Risk advisory focused on Banking on turn-key basis. T&M basis or any other model. Bidder should have experience of minimum 10 years in providing the Services in field of Enterprise Risk Management as on 31.03.2020.**

**Query**

**We are looking for the name of the clients along with contact details where firm has undertaken similar projects. Company should arrange for conference calls, if necessary.**

**Suggestion**

**Bidder should have experience of minimum three years with deployment of at least 25 resources in providing similar consulting Services in each of the years. Similar services will include Enterprise Risk Management and related Risk advisory focused on Banking on turn-key basis. T&M basis or any other model. Bidder should have experience of minimum 10 years in providing the Services in field of Enterprise Risk Management as on 31.03.2020.**

**Query**

**We are looking for the name of the clients along with contact details where firm has undertaken similar projects. Company should arrange for conference calls, if necessary.**

**Suggestion**

**Bidder should have experience of minimum three years with deployment of at least 25 resources in providing similar consulting Services in each of the years. Similar services will include Enterprise Risk Management and related Risk advisory focused on Banking on turn-key basis. T&M basis or any other model. Bidder should have experience of minimum 10 years in providing the Services in field of Enterprise Risk Management as on 31.03.2020.**

**Query**

**We are looking for the name of the clients along with contact details where firm has undertaken similar projects. Company should arrange for conference calls, if necessary.**

**Suggestion**

**Bidder should have experience of minimum three years with deployment of at least 25 resources in providing similar consulting Services in each of the years. Similar services will include Enterprise Risk Management and related Risk advisory focused on Banking on turn-key basis. T&M basis or any other model. Bidder should have experience of minimum 10 years in providing the Services in field of Enterprise Risk Management as on 31.03.2020.**

**Query**

**We are looking for the name of the clients along with contact details where firm has undertaken similar projects. Company should arrange for conference calls, if necessary.**

**Suggestion**

**Bidder should have experience of minimum three years with deployment of at least 25 resources in providing similar consulting Services in each of the years. Similar services will include Enterprise Risk Management and related Risk advisory focused on Banking on turn-key basis. T&M basis or any other model. Bidder should have experience of minimum 10 years in providing the Services in field of Enterprise Risk Management as on 31.03.2020.**

**Query**

**We are looking for the name of the clients along with contact details where firm has undertaken similar projects. Company should arrange for conference calls, if necessary.**

**Suggestion**
Part-II Appendix C | 1 a  
a) What does the bank mean by training methodology? Is it referring to innovative approach deployed hitherto at client's end?  
Query Yes, Risk Management Consulting only

Part-II Appendix C | 1 b  
Please clarify that these criteria are not mutually exclusive i.e. same reference if filling on multiple criteria would be acceptable
Query No change in RFP terms

Part-II Appendix C | 1 c  
What is the expectation of the bank from the vendor for bench strength?
Query The impact and gain achieved by client due to risk management tools and skills in serving Bank's consultation.

Part-II Appendix C | 1 d  
Risk related assignment carried out in overseas jurisdiction (Assignment carried out in overseas jurisdiction), should be limited to assignments in USA, Europe, Australia, Hong Kong, Singapore, China and Japan.
Query No change in RFP terms

Part-II Appendix C | 2 a  
No. of Partners in the firm
Query Yes, Auditor / CA certificate certifying the details for hierarchy may be submitted

Part-II Appendix C | 3 a  
"Past experience of assignments of similar nature
2 completed assignments --- Marks 7

2.5 mark for each additional completed assignment
Additional 1 mark for each additional completed assignment subject to total score of 15 marks

We don't have audited figures for 2019-20; can we provide provisional figures for 2019-20 ?
Query Yes

Part-II Appendix C | 3 b  
"Past experience of assignments of similar nature
2 completed assignments --- Marks 7

2.5 mark for each additional completed assignment
Additional 1 mark for each additional completed assignment subject to total score of 15 marks

We suggest to have same criteria for domestic cos. and MNCs. If at all difference is to be kept, it should be in 1:2 ratio
Query No change in RFP terms

Part-II Appendix C | 3 c  
Parameters for Technical Evaluation
Query No change in RFP terms

Part-II Appendix C | 4 a  
A. What is the criteria for deploying a consultant to a particular category?
Query Projects and methodology domain mentioned in RFP. It will be assigned as per the requirement of Bank and will be mentioned in purchase order.

Part-II Appendix C | 4 b  
B. Will the work carried out by the consultant be project related or will it be that of regular Risk operations?
Query No

Part-II Appendix C | 4 c  
C. What is the criteria for deploying a consultant to a particular category?
Query No

Part-II Appendix C | 4 d  
D. What is the typical task expected to be carried out by the consultant based on their role category?
Query No
Part II - Appendix (E) (A)
Resource Categorization
Reference
Page
No.
54
Skill-Set / Work Domain
Please clarify that resources skill set needs to include implementation as also indicated other solutions, not only advisory skills
Query
Part II - Appendix (E) (A)
Resource Categorization
Reference
Page
No.
54
Experience with Leading Banks / NBFC / Rating Agencies / Leading Consultancy (Risk & Strategy) / Risk and Finance OEM (Oracle, SAS, Sundberg, IBM, Myke, Tenorace, FICO), Academic/Research / Scholars (PhD, Myke, FPM) R1: 0 – 2 Years • R2: 2 – 4 Years • R3: 4 – 7 Years • R4: 7 Years and Above
Query
Part II - Appendix (E) (A)
Resource Categorization
Reference
Page
No.
54
Experience with Leading Banks / NBFC / Rating Agencies / Leading Consultancy (Risk & Strategy) / Risk and Finance OEM (Oracle, SAS, Sundberg, IBM, Myke, Tenorace, FICO),
Kindly also include the below solutions for Fraud Risk
Query
Part II - Appendix (E) (A)
Resource Categorization
Reference
Page
No.
54
Any other areas of Risk, Finance and regulatory reporting, related requirements by Bank
Kindly also include the below skillsets Fraud Risk, Emerging Technology Risk, Cyber Risk
Query
Part II - Appendix (E) (B)
Scope - Performance Requirement
Description of Deliverables
There are no areas mentioned under the Risk that fall almost all types of Risk. Are there specific areas where the requirement may be more than the other areas - e.g. Credit Risk, Market Risk, IFRS 9, Liquidity Risk etc.
Query
Part II - Appendix (E) (B)
Scope - Performance Requirement
Description of Deliverables
There are different numbers related to Risk & Compliance mentioned from - Strategy, Methodology, Policy & Procedure to solution implementation or building risk models. Do you have any ratio of resource split in mind for Strategy / Methodology work vs. Business Analysis for solution implementation or Risk models?
Query
Part II - Appendix (E) (B)
Scope - Performance Requirement
Description of Deliverables
RFP refers Risk Analytics and AI / ML. Are there any specific analytics software platforms or any COTS products that the team will be expected to support?
Query
Part II - Appendix (E) (B)
Scope - Performance Requirement
Description of Deliverables
RFP is asking about specific frameworks (e.g. TCFD, CDP etc.) that the Bank is expecting to align to for climate scenario analysis and stress testing?
Query
Part II - Appendix (E) (B)
Scope - Performance Requirement
Description of Deliverables
In cases of existing recruitment/completions that company have to comply with Is ISO 27001, ISO 22331, ISO 9001, ISO 20000 etc. 2.2 IT any Infra Software development activities carried out or not ??
Query
Part II - Appendix (E) (B)
Scope - Performance Requirement
Description of Deliverables
Any existing Confidence / Compliance that company have to comply with like ISO 27001, ISO 22331, ISO 9001, ISO 20000 etc.
Query
Part II - Appendix (E) (B)
Scope - Performance Requirement
Description of Deliverables
Any new assessment required to be implemented in the organization
Query
Part II - Appendix (E) (B)
Scope - Performance Requirement
Description of Deliverables
Any new assessment required to be implemented in the organization
Query
Part II - Appendix (E) (B)
Scope - Performance Requirement
Description of Deliverables
Any new assessment required to be implemented in the organization
Query
Part II - Appendix (E) (B)
Scope - Performance Requirement
Description of Deliverables
Any new assessment required to be implemented in the organization
Query
Part II - Appendix (E) (B)
Scope - Performance Requirement
Description of Deliverables
Any new assessment required to be implemented in the organization
Query
Part II - Appendix (E) (B)
Scope - Performance Requirement
Description of Deliverables
Any new assessment required to be implemented in the organization
Query
Part II - Appendix (E) (B)
Scope - Performance Requirement
Description of Deliverables
Any new assessment required to be implemented in the organization
Query
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Query
Part-II Appendix- (E) 5
RFP
Payment schedule and pricing
58
Will there be opportunity for a consultant to shift from one work domain to another work domain after spending sufficient time in one domain?
Query
As per requirement

Part-II Appendix- (E) 6
RFP
Resource Discipline / Substitution
58
Priority of Bank would be required in case resource is unable to attend office on time or leave early on a particular working day.
Query
In case of personal leaves, what will be the approval process? Does the leave schedule of the resource managed by the vendor of the SBI management?
Query
Discipline is of paramount importance. However, Bank may consider on case to case basis

Part-II Appendix- (E) 6
RFP
Resource Discipline / Substitution
58
One of statement in this clause is that “In case, the resource reports late or leaves early during normal working days or does not attend office at all without prior approval of the Bank, then twice the rate per hour per resource of respective category of resource shall be deduced on pro-rata basis”. So, cases when absenteeism resulting from sudden illnesses where seeking prior approval may not be possible, exempted from such a clause or included?
Query
Shortlisted firm will be approved

Part-II Appendix- (E) 7
RFP
Payment schedule and pricing
58
There will be a yearly increment on previous year price for each category of resources which is linked to Cost inflation index (CII) as notified by the Govt. of India and capped at 5%.
Query
Can the CII linked cost be released as compensation paid to our employees increases beyond the CII (inflation index) for such a large horizon i.e. 5 years.
Query
No change in RFP terms

Part-II Appendix- (E) 7
RFP
Payment schedule and pricing
58
No. of days worked in a month including Holidays/Sundays (8 hours/day) = 24
Query
Appendix-F Table 1 - Tentative quantity
58
Number of days worked in a month including Holidays/Sundays (8 hours/day) = 24
Query
Appendix-F Table 1 - Tentative quantity

Part-II Appendix- (F) 1
RFP
Indicative Price Bid
61
Where to provide unit price in Appendix-F? and where to provide price in words?
Query
Need more clarity on illustration, particularly on maximum and minimum final price
Query
Please refer to Illustration

Part-II Appendix- (F) 1
RFP
Indicative Price Bid
61
# The proportion to total cost percentage mentioned here will have to be maintained in the final price quote also by the successful Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end.
Query
What does the bank mean by this clause? Can you please elaborate?
Query
Under Rate per day per resource

Part-II Appendix- (F) 1
RFP
Indicative Price Bid
61
The proportion to total cost percentage mentioned here will have to be maintained in the final price quote also by the successful Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end.
Query
The proportion to total cost percentage mentioned here will have to be maintained in the final price quote also by the successful Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end.
Query
No change in RFP terms

Part-II Appendix- (F) 1
RFP
Indicative Price Bid
61
The combined Share of R3 and R4 resource type should be capped at 10% in effort estimation until explicitly asked by Bank. This shall be the guiding principle for cost assessment for each work stream allotted to empanelled firms.
Query
To be decided by the bank in consultation with the service provider

Part-II Appendix- (F) 2
RFP
Indicative Price Bid
61
The combined Share of R3 and R4 resource type should be capped at 10% in effort estimation until explicitly asked by Bank. This shall be the guiding principle for cost assessment for each work stream allotted to empanelled firms.
Query
To be decided by the bank in consultation with the service provider

Part-II Appendix- (F) 2
RFP
Indicative Price Bid
61
The combined Share of R3 and R4 resource type should be capped at 10% in effort estimation until explicitly asked by Bank. This shall be the guiding principle for cost assessment for each work stream allotted to empanelled firms.
Query
To be decided by the bank in consultation with the service provider

Part-II Appendix- (F) 3
RFP
Indicative Price Bid
61
The combined Share of R3 and R4 resource type should be capped at 10% in effort estimation until explicitly asked by Bank. This shall be the guiding principle for cost assessment for each work stream allotted to empanelled firms.
Query
To be decided by the bank in consultation with the service provider

Part-II Appendix- (G) 1
RFP
Appendix-G
62
This bank guarantee agreement executed at ___________ [21st April 2019] by [Name of the Bank], having its Registered Office at [Branch Office] and its Branch at [Branch Office], (hereafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at [provincial office address], hereafter referred to as “SBI”, which expression shall, unless repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns.
Query
The bank guarantee agreement executed on [date] by [Name of the Bank], having its registered office at [address] and its branch at [branch office], (hereafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) in favor of SBI, a statutory corporation constituted under the State Bank of India Act, 1955 having its corporate center at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at [provincial office address], hereafter referred to as “SBI”, which expression shall, unless repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns.
Query
Shortlisted firm will be approved
Appendix - Part-II

66. The Bidder shall provide acknowledgment within 2 days from receipt of PO.

0.05% of PO Value for delay of per day or part thereof in providing acknowledgment subject to maximum upto 0.30% of Committed PO Value.

The Bidder shall provide acknowledgment within 7 days from receipt of PO.

0.05% of Committed PO Value for delay of per day or part thereof in providing acknowledgment subject to maximum upto 0.19% of Committed PO Value.

Suggestion: No change in RFP terms.

Appendix - Part-II

Penalties

66. The Bidder shall provide PO acceptance within 7 days from date of receipt of PO.

0.25% of Committed PO Value for delay of per day or part thereof in providing acceptance subject to maximum upto 0.16% of committed PO value.

The Bidder shall accept PO within 10 days from date of receipt of PO.

Suggestion: No change in RFP terms.

Appendix - Part-II

Penalties

66. The Bidder shall provide detailed CV specifying the professional experience of minimum of twice the number of resources required per category as per the PO within 21 days from the date of receipt of PO or within 7 days for submission of additional CVs as mentioned in 5.16 of Schedule of Events.

0.35% of PO Value for delay of per day or part thereof in providing any or all CVs subject to maximum upto 1.6% of PO Value.

The Bidder shall provide detailed CV specifying the professional experience of minimum of twice the number of resources required per category as per the PO within 21 days from the date of receipt of PO or within 7 days for submission of additional CVs as mentioned in 5.16 of Schedule of Events.

0.35% of Committed PO Value for delay of per day or part thereof in providing any or all CVs subject to maximum upto 1.6% of committed PO Value.

Suggestion: No change in RFP terms.

Appendix - Part-II

Penalties

66. The resources have to report within 31-37 days from the date of finalization of the resources by the Bank or a later period that may be specified in the PO.

1.00% of PO Value for delay of per day or part thereof in reporting of any or all resources subject to maximum upto 10.05% of Committed PO Value.

The resources have to report within 31-37 days from the date of finalization of the resources by the Bank or a later period that may be specified in the PO.

1.00% of Committed PO Value for delay of per day or part thereof in reporting of any or all resources subject to maximum upto 3.56% of Committed PO Value.

Suggestion: No change in RFP terms.

Appendix - Part-II

Penalties

66. Transition Penalty (Refer Part-I, point No 42 sub point no (vi).)

All what is the reference in part I for transition penalty. Point No 42 sub point no (vi) is not present in Part I RFP.

Query: Shortlisted firm will be asked

Appendix - Part-II

Penalties

66. Transition Penalty (Refer Part-I, point No 42 sub point no (vi).)

10.0% of the respective PO value under which the transition and knowhow transfer is to be done.

Transition Penalty (Refer Part-I, point No 42 sub point no (vi).)

5.0% of the respective Committed PO value under which the transition and knowledge transfer is to be done.

Suggestion: No change in RFP terms.

Appendix - Part-II

SLA

79. Fees, Taxes, Duties and Payments

Rates will be valid for 12 months. Subsequently the rates will be adjusted annually for inflation based on percentage change to country specific indices of inflation such as CPI-AHE for US rates and CPI-IW for India.

The price stated excludes taxes on invoices such as, local, sales, service, value added tax and any other transaction related taxes payable on services received by customer. These taxes will be billed at the time of invoicing.

Suggestion: No change in RFP terms.

Appendix - Part-II

SLA

79. All duties and taxes (excluding) or any other tax imposed by the Government in lieu of tax; (ii) any tax, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same, _______ interest tax payable by the Bank or any other tax imposed by the Government in lieu of tax shall be borne by the Bank on actual production of original receipt whenever required.

All duties and taxes (excluding) or any other tax imposed by the Government in lieu of tax; (ii) any tax, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. _______ interest tax payable by the Bank or any other tax imposed by the Government in lieu of tax shall be borne by the Bank on actual production of original receipt whenever required.

Any new taxes imposed by the Government and / or increase in tax rates after signing the contract between the bidder and the bank shall be passed on to State Bank of India for payment. The bidder shall not be responsible for any of such taxes.

Suggestion: No change in RFP terms.

Appendix - Part-II

SLA - IPR

79. Any licensed material used by Service Provider for performing Services or developing Work Product for the Bank, Service Provider should have right to use as well as right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

Any licensed material used by Service Provider for performing Services or developing Work Product for the Bank, Service Provider should have right to use as well as right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

Suggestion: No change in RFP terms.

Appendix - Part-II

SLA - IPR

80. All Work Product prepared by the Consultant in performing the services 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 this clause, shall be substantially used and transferred to the Bank as and when such Work Product is created and 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 Consultant. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.

Bilder requests for the inclusion of below verbatims.

(a) As between Bidder and Customer, Bidder will own all IPR's if owned by Bidder or licensed on or prior to the date of the applicable Contract. (b) Developed by Bidder independently of the applicable Contract, (c) created by Bidder (including any IPR developed jointly with Customer in performance of the Services, and (d) all modifications, enhancements, and derivative works of such IPR, irrespective of the party creating them. All rights in the deliverables created for Consultant and grants Customer a non-exclusive, worldwide, royalty-free license to use, reproduce and modify such deliverables for its own internal use.

Any third-party IPR will be provided as applicable third-party license terms.

Suggestion: No change in RFP terms.

Appendix - Part-II

SLA - IPR

80. in the event that Consultant integrates any work that was previously created by Consultant into any Work Product, Consultant shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated IPRs in the extent of Work Product only during the term and without purpose other than provided in the Work Product.

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Suggestion: No change in RFP terms.
<table>
<thead>
<tr>
<th>Index</th>
<th>RFP Reference</th>
<th>Page No</th>
<th>Existing RFP Clause</th>
<th>Questions</th>
<th>Query Type</th>
<th>Bank Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>68.1</td>
<td>SLA - General Indemnity</td>
<td>Indemnify</td>
<td>There are several remedies available under law and contract to you for such breach of obligations. For eg, there are penalties and LDs that may be imposed for some of these breaches. Forking indemnity for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.</td>
<td>If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/tribunals.</td>
<td>Suggestion</td>
<td>No change in RFP terms</td>
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<td>68.1</td>
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<td>Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one-time the fees payable to us under this Agreement.</td>
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<td>68.1</td>
<td>SLA - General Indemnity</td>
<td>Indemnify</td>
<td>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/tribunals. This is also the industry standard and prescribed by Meity in its guidelines.</td>
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<td>Suggestion</td>
<td>No change in RFP terms</td>
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<td>68.1</td>
<td>SLA - General Indemnity</td>
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<td>The indemnity set out in this Agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party of writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnifying Party shall, at the cost of the Indemnifying Party, give the Indemnified 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 Indemnifying 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 determine, 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 proceeding or claim, or compromise any proceeding or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will be entered into only with the consent of the Indemnifying Party.</td>
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<td>68.1</td>
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<td>Indemnify</td>
<td>Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider’s breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any wilful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.</td>
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<td>6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider’s breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any wilful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider’s breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any wilful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.</td>
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<td>6.2 Service Provider shall be responsible for wild misrepresentation of the documents drafted and/or vetted and data collected by it directly or procured from other agencies/entities, estimates and all other details prepared by it as part of its Services. Subject to the provisions of Clause 23.1, the Bank shall indemnify the Indemnified Party against any loss or damage as a result of such a claim or proceedings; (viii) in the event that the Indemnified Party may reasonably require to mitigate or reduce its loss (as a result of such a claim or proceedings), the Indemnifying Party may reasonably require to mitigate or reduce its loss (as a result of such a claim or proceedings) in any manner (if allowed) of Service Provider.</td>
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<td>Any Bidder found to have a Conflict of Interest shall be disqualified.</td>
<td></td>
<td>Suggestion</td>
<td>No change in RFP terms</td>
</tr>
<tr>
<td>68.1</td>
<td>SLA - General Indemnity</td>
<td>Indemnify</td>
<td>Any Bidder found to have a Conflict of Interest shall be disqualified.</td>
<td></td>
<td>Suggestion</td>
<td>No change in RFP terms</td>
</tr>
<tr>
<td>Index</td>
<td>RFP Reference</td>
<td>Page No.</td>
<td>Existing RFP Clause</td>
<td>Queries</td>
<td>Query Type</td>
<td>Bank Response</td>
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<td>Part-II Appendix I 18</td>
<td>SLA - Limitation of Liability</td>
<td>85</td>
<td>Part-II I 21.5 The maximum aggregate liability of Service Provider, subject to clause 34 (ii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.</td>
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<td></td>
<td>ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.</td>
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<td>&amp; Part-II I 20</td>
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<td>B I Annexure- I</td>
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<td>Appendix - I</td>
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<td>Appendix - II</td>
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<td>Appendix - II</td>
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<thead>
<tr>
<th>Part-II Appendix I 20</th>
<th>SLA - Right to Audit</th>
<th>91</th>
<th>Audit</th>
<th>Please confirm that this clause is only applicable to work performed as per PO for SBI.</th>
<th>Query</th>
<th>Yes</th>
</tr>
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<tbody>
<tr>
<td>Part-II Appendix I 20</td>
<td>SLA - Audit</td>
<td></td>
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<td></td>
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<tr>
<td>Part-II Appendix I 21</td>
<td>SLA - Termination</td>
<td></td>
<td>Termination</td>
<td>To uphold the principles of natural justice and to bring parties 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 agreement, provided such breach is given to client along with a notification period of 30 days.</td>
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<tr>
<td>Part-II Appendix I 21</td>
<td>SLA - Termination</td>
<td></td>
<td></td>
<td>Request client to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that we will use government procurement norms (including price discovery) for procurement of such services from third parties.</td>
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<tr>
<td>Part-II Appendix I 21.5</td>
<td>SLA - Termination</td>
<td></td>
<td>Survival obligations</td>
<td>We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/ expiry of the Contract</td>
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<tr>
<td>Part-II Appendix I 22</td>
<td>SLA - Liquidated damages</td>
<td></td>
<td>Liquidated damages</td>
<td>We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</td>
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<tr>
<td>Part-II Appendix I 22</td>
<td>SLA - Liquidated damages</td>
<td></td>
<td></td>
<td>We understand that as per Contract Act, where due is stipulated, generally any other damages cannot be claimed. Therefore we request you to abide by the liquidated damages as sole and exclusive remedy for corresponding breaches.</td>
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<tr>
<td>Part-II Appendix I 22</td>
<td>SLA - Liquidated damages</td>
<td></td>
<td></td>
<td>We understand that we would be liable to pay liquidated damages to the extent corresponding breach is directly attributable to us. Finally confirm, if the Force Majeure situation continues beyond 90 (ninety) days, either party shall have the right to terminate the Agreement by giving a notice to the other party.</td>
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<tr>
<td>Part-II Appendix I 22.4</td>
<td>SLA - Force Majeure</td>
<td>23.4</td>
<td>If the Force Majeure situation continues beyond 90 (ninety) days, either party shall have the right to terminate the Agreement by giving a notice to the other party.</td>
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<tr>
<td>Part-II Appendix I 27.7</td>
<td>SLA - Misc</td>
<td></td>
<td>Non-Hire &amp; Non-Solicitation - During the term of this Agreement and for a one year thereafter, neither party shall (nor directly or indirectly through a third party employee, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) or subcontractor(s) of the other party, or any third person to do so. However, nothing in this clause shall affect the Bank’s regular recruitments as per recruitment policy and not targeted to the employees of Service Provider.</td>
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</tbody>
</table>

| Part-II Appendix I Annexures B | SLA - Fees | 101 | Table for description of deliverables and corresponding payment schedule | a. What is the expectation of the bank for this table as there are no deliverables decided at this point? b. Will the timelines work under the active oversight of the bank or Project Manager? c. The expectation is that the bank will elaborate the exact scope only and the resources have to deliver the project under oversight of the Project Manager? | Query | 4. Deliverables will be decided in subsequent POs. The expectation is that the bank will elaborate the exact scope only and the resources have to deliver the project under oversight of the Project Manager. |
| | | | | | | |
| Part-II Appendix I J | Non Disclosure Agreement | 109 | Appendix J- Non disclosure Agreement | We request you to please consider following clause in NDA “Bidder shall be allowed to retain sufficient documentation as part of our professional records to support and evidence the work performed by us. Such retention shall be subject to obligations of confidentiality mentioned herein.” | Query | Yes |
| | | | | | | |
| | | | | | | |
| Part-II Appendix I J | Confidentiality Obligations | | Client is requested to allow standard exceptions to confidentiality information in the NDA as well (though provided in Clause 9, Pg 81), which is industry standard and reasonable. Not all information can be regarded as confidential. For. e.g. if the information is in public domain, we cannot expect to keep it confidential at all end. Similarly, if any information is liable to be disclosed under the RTO, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: Confidential information does not include any information which is: (i) rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; (iii) or is made publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the Indian Right to Information Act. | | | |
| | | | | | | |
| Part-II Appendix I J | Confidentiality Obligations | | Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause in the NDA as well (though provided in Clause 9, Pg 81): Client may disclose confidential information (subject to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes. | | |
Receiving Party shall return all originals, copies, reproductions
of Confidential Information or Confidential Materials of Disclosing Party’s request, or of Disclosing Party’s option, certify destruction of the same.

Please modify the clause as below:
The BIDDER undertakes that it has not supplied/is not supplying identical product/systems or subsystems as a whole solution with the same scope, terms and conditions within a period of 1 year prior to the bid submission date, at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU in India and it is found within one year after signing of the contract that the same product/systems or subsystems as a whole solution with same scope and terms and conditions was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU in India at a lower price within a period of one year before the bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per standard and prescribed by Meity in its guidelines.

This restriction shall be applicable for a period of 12 Months from the termination or expiry of the contract.

The BIDDER shall also submit PRE-CONTRACT INTEGRITY PACT along with technical bid as prescribed in Appendix-M duly signed by the BIDDER on each page and witnessed by two persons. The Pre-Contract Integrity Pact shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

1. Bidder seeks right to terminate or suspend services in the event of delay in payment of undisputed invoices.
2. The overall SLA penalty cap (if any) shall be capped at 5% of the monthly billing.
3. Invoices shall be done basis monthly in arrears.

We request client to allow us to retain our working papers and a copy of Confidential Information for our records and any future-reference or audit requirements, subject to confidentiality obligations under this Agreement.

We request client to allow us to retain our working papers and a copy of Confidential Information for our records and any future-reference or audit requirements, subject to confidentiality obligations under this Agreement.

Clients to be referred may not allow providing these details. In some cases, even contract details may not be allowed. We request to please delete these requirements from this appendix.

Many global banks issue multiple Purchase Orders as part of a larger project. Hence we request SBI to consider multiple POs as part of the same project.

Value of Work Order (in lakhs) (only single work order)

We request client to reduce the survival period of confidentiality obligations in the NDA as well, though the provision is available in Cl. 6. Pg 3.

Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to refer us to refer to you and the services we have performed for you for citation/reference purposes, as long as we do not disclose your confidential information.

Bank at its discretion may consider after reviewing the relevance of the citation

We request client to allow us to retain our working papers and a copy of Confidential Information for our records and any future-reference or audit requirements, subject to confidentiality obligations under this Agreement.

Clients to be referred may not allow providing these details. In some cases, even contract details may not be allowed. We request to please delete these requirements from this appendix.

Will be considered. No change in RFP terms

No change in RFP terms

No change in RFP terms

No change in RFP terms

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No change in RFP terms
No process for indemnity

The indemnity set out in this agreement shall be subject to the following conditions: (a) the Indemnified Party as promptly as practicable informs the Indemnifying Party at the time of claim or proceeding and provides all relevant evidence, documentary or otherwise; (b) the Indemnifying Party shall, at the cost of the Indemnifying Party, give the Indemnified Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnifying Party may, at its sole cost and expense, reasonably participates, through its attorneys or otherwise, in such Defense; (c) 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 Indemnifying Party will have the right to defend the claim in such manner as it may be deemed appropriate, and the cost and expense of the Indemnified Party will be included in losses; (d) the Indemnifying Party shall not prejudice, pay or accept any proceeding or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (e) all settlements of claims subject to indemnification under this Clause will be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release of the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and (f) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (ii) the Indemnifying Party shall account to the Indemnified Party for all awards, settlements, damages and costs of any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (iii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss or any result of such a claim or proceeding; (iv) in the event that the

Additional Clause Suggested

There is no restriction on the usage of deliverables. No third party DISCLAIMERS.

We wish to clarify that we will be providing services and deliverables to you under the contract. 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.

Additional Clause Suggested

No third party DISCLAIMERS.

We will be providing services and deliverables to you under the contract. 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.

Additional Clause Suggested

Acceptance

If the project is to be completed on time, it would require binding both parties with timelines to fulfill 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 delayed or delayed and comments, if any, are received by us in time. You may consider including the below simple clause:

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 inform Consultant the reasons for non-acceptance, and Consultant will take reasonable remedial measures so 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.

Additional Clause Suggested

Clause not present in RFP

Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverables in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Customer.

Additional Clause Suggested

Clause not present in RFP

Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Wipro will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, or fee. The absence of a signed Change Order, Wipro shall not be bound to perform any additional services.

Additional Clause Suggested

Clause not present in RFP

Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if not to the extent Wipro's performance is affected, delayed or causes non-performance due to a Force Majeure or act of God.

Additional Clause Suggested

Clause not present in RFP

Customer acknowledges that personnel to be provided by Wipro represent a significant investment in recruitment and training, the loss of which would be detrimental to Wipro's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Wipro employee, or induce any such individual to leave the employ of Wipro. For purposes of this clause, a Wipro employee means any employee or person who has who has been involved in providing services under this Agreement.

Additional Clause Suggested

Clause not present in RFP

"It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = ___ ("Base Exchange Rate"). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent (2%), the prices shall be charged as per the then current exchange rate.

Additional Clause Suggested

Clause not present in RFP

Service Provider understands that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercial are accordingly factored. In the event there is a change to the State minimum wages act or if the Customer wants the Service Provider to comply to some other minimum wages act, including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, Customer will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 5% increase year on year from the State minimum wages as on the date of contract off.

Additional Clause Suggested

Clause not present in RFP

Bid shall remain valid for 30 days from the date of submission of the Bid.

Additional Clause Suggested

Clause not present in RFP

Notwithstanding anything contained elsewhere, the Request for Proposal and/or contract signed between the Customer and the successful bidder ("Contract") shall specify the document to be issued by the Customer for procuring the deliverables ("Procuring Document"). Said Procuring Document shall: (i) be solely governed by the terms and conditions of the Contract (ii) Make an express reference to the Contract (ii) It is also clarified that no pre-printed terms and conditions mentioned in the Procuring Document shall apply to the successful bidder.

Additional Clause Suggested

Clause not present in RFP

Suggestion No change in RFP terms

Suggestion No change in RFP terms

Suggestion No change in RFP terms

Suggestion No change in RFP terms

Suggestion No change in RFP terms

Suggestion No change in RFP terms

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Suggestion No change in RFP terms

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Suggestion No change in RFP terms

Suggestion No change in RFP terms
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<th>Page Ref</th>
<th>Existing RFP Clause</th>
<th>Queries</th>
<th>Query Type</th>
<th>Bank Responses</th>
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<tr>
<td>Z</td>
<td>Additional Clause Suggested</td>
<td>Clause not present in RFP</td>
<td>Customer is responsible for payment of taxes, duties, octroi/entry tax, cesses and any other statutory levies (by whatever name called at the applicable rates from time to time, including any new levies or increase in existing levies) relating to the proposal. However, Customer will not be responsible for income taxes and wealth taxes that may be payable by Wipro. In case of any new taxes or levies being attracted to the transaction after the date of submission of response by Service Provider or if any existing taxes or levies are changed thereafter, the same shall be borne by the Customer</td>
<td></td>
<td>Suggestion Not accepted</td>
<td></td>
</tr>
<tr>
<td>Z</td>
<td>Additional Clause Suggested</td>
<td>Clause not present in RFP</td>
<td>Nothing withholding anything contained here, including annexures etc., the maximum aggregate penalty, if any, against the bidder for all claims, including risk purchase, by which ever name so called, shall be limited to 3% of the respective SOV/PO and shall be in lieu of all available remedies.</td>
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<td>Suggestion No change in RFP terms</td>
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<tr>
<td>Z</td>
<td>Additional Clause Suggested</td>
<td>Clause not present in RFP</td>
<td>Notice period of 30 days. Such audit to be conducted during normal business hours and not more than once every financial year, Service Provider's internal cost records and sensitive financial information to be excluded from the scope of such audit. Auditor to enter into the appropriate confidentiality obligation before conducting the audit.</td>
<td></td>
<td>Suggestion No change in RFP terms</td>
<td></td>
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<tr>
<td>A-11</td>
<td>Schedule of Events - EMD</td>
<td>3</td>
<td>Rs 10,00,000/- (Rupees Ten Lakhs only) in the form of Demand Draft in favour of State Bank of India payable at Mumbai. EMD should be enclosed with Technical Bid. Bidder should deposit EMD and Tender Fee separately.</td>
<td>Finance to confirm</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>A-12</td>
<td>Schedule of Events - BG</td>
<td>3</td>
<td>BG will be stipulated on project basis on the discretion of the Bank. As &amp; when project is allotted, BG for 10% of the contract amount would be obtained. In such cases BG should be valid for a minimum period of 90 months or the tenure of the project plus three months period, from the effective date of the PO for individual works stream.</td>
<td>Finance to confirm</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Part I-9</td>
<td>Award of Contract</td>
<td>19</td>
<td>In case, any of the bidder fails to match the price offered by L1 for L4 position or no bidder qualifies for L4 position, the share of L4 bidder i.e. 10% will be equally distributed between L3 and L2. In case, any of the bidder fails to match the price offered by L1 for L3 position or no bidder qualifies for L3 position, then the workstream will be equally distributed between L1 and L2. The Bank will endeavor to maintain the above specified ratio amongst the successful Bidder(s) as the case may be over the Contract period. However, in case any successful Bidder(s) is unable to provide the requisite resources time to time as specified in the respective Purchase Orders in accordance with the terms and conditions of this RFP, then the Bank shall have right to avail Services from other successful Bidder(s). In such a scenario the value of such requisite resources which were not provided by the Bidder will be considered in calculating the performance ratio. Such substitution shall only be effected with prior written approval of the Bank.</td>
<td>Delivery to confirm</td>
<td>NA</td>
<td>NA</td>
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<td>Part II Appendix I 04.2</td>
<td>SLA</td>
<td>74</td>
<td>4.2.6 The team composition submitted in response to the RFP shall remain the same and shall not be altered later on in any manner. The Bank will not consider substitution of professional staff during the Agreement period unless both Parties to the Agreement agree that undue delay makes such substitution unavoidable or for reasons such as death or medical incapacity of the professional staff hired by the organization. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified by the Bank. Such substitution shall only be affected with prior written approval of the Bank.</td>
<td>Delivery team to confirm</td>
<td>NA</td>
<td>NA</td>
</tr>
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<td>Part II Appendix I 12</td>
<td>SLA</td>
<td>84</td>
<td>Entire clause</td>
<td>Finance to confirm</td>
<td>NA</td>
<td>NA</td>
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<td>Part III Appendix I 12</td>
<td>SLA</td>
<td>85</td>
<td>Entire clause</td>
<td>Finance to confirm</td>
<td>NA</td>
<td>NA</td>
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