

RESPONSE OF PRE-BID QUERIES (RFP No. SBI/GITC/IT-Partner Relationship/2023/2024/1042 Dated: 22.09.2023)

Sr No.	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
1	10	4.Scope of work	Category of resources(Full-Stack Developer,Software Developer,Mobile Developer,Cloud Developer,UX Designer,Data Scientist,Database Administrator,Application Tester,IT Project Manager,Information Security Analyst,Computer Network Architect,Human Resources Manager)	Please confirm whether the Empanelment scope is limited to the mentioned Skill set only or will include Admin skill set like OS Admin,Network Admin,Storage Admin etc.	No Change. Clause as per RFP. (The detailed Scope of Work will be provided in the respective LIMITED TENDER ENQUIRY issued in pursuant to this RFP. However, the tentative categorization/skill set of human resources required mentioned in Scope of Work).
2	11	4.Scope of work	This empanelment will be applicable for providing resources for both T&M and Fixed Price / effort basis. Further, various departments of the Bank may procure resources through LIMITED TENDER ENQUIRY as per their requirement from each category of the empanelled vendors under such category. However, the Bidder empanelled under Category I will be eligible to participate in the subsequent LIMITED TENDER ENQUIRY floated by the Bank among the Category II and category III bidders. Similarly, the Bidders empanelled under Category II will be eligible to participate in the subsequent LIMITED TENDER ENQUIRY floated by the Bank among the Category III bidders. Category III bidders will be eligible to participate in the subsequent LIMITED TENDER ENQUIRY floated by the Bank among the Category III bidders only	Please clarify on what basis Departments will differentiate the respective requireemnt will come under Category 1,Category II and category III Bidders.	No Change. Clause as per RFP.
3	50	Appendix-B,For Category III Bidders Clause No.11	The Bidder should have successfully completed contract of Rs.10 Cr or above from a single client in providing Human Resources for IT services (project and/or T&M basis) in BFSI sector during any of the last five financial years.	The Bidder should have successfully completed/Ongoing contract of consolidated value of Rs.10 Cr Or Above/Rs.5 Crore Or Above from 2 Clients/Rs.3 Crore Or Above from Single Client in providing Human Resources for IT services (project and/or T&M basis) in BFSI sector during any of the last five financial years.	No Change. Clause as per RFP.
4	46, 48, 50	Appendix B, Bidders Eligibility Criteria, Category I, II, III Sr. No. 10	The Bidder should have minimum 5000/2500/750 IT Human Resources on its pay roll in India at the time of submission of Bid excluding those who are working in BPOs.	In terms of RFP clause mentioned in Appendix B, Bidders Eligibility Criteria, in Categories I, II & III having Sr. No. 10 of page No. 46, 48 & 50 states that, the relaxation has been given by the Bank in the RFP for serial No. 3 to 5 & 11 which means that, State Bank of India is Considering relaxation in Eligibility Criteria in terms of Annual Turnover (for 3 years), Profitability Before Tax (PBT) of 2 years, Years of existence (5 years) & Minimum value of Contract (Single Order). Therefore, it is natural that, SBI should consider on the grounds of natural Justice and logical Relaxation for MSE/ Startups of minimum 75% relaxation in the number of Total IT Human Resources on its payroll in India excluding those who are working in BPOs.	No Change. Clause as per RFP.
5	10	Scope of Work	Category of resources	Please share the JD for 1. Application Tester 2. IT Project Manager 3. Information Security Analyst	No Change. Clause as per RFP. (The detailed Scope of Work will be provided in the respective LIMITED TENDER ENQUIRY issued in pursuant to this RFP. However, the tentative categorization/skill set of human resources required mentioned in Scope of Work).
6	3& 39	Schedule of Events & EXEMPTION OF EMD AND TENDER FEE:	Tender Fee -Rs 25,000/- and Earnest Money Deposit - Rs. 5,00,000.00	AQM Technologies Pvt. Ltd. declare that we possess MSME certificate (Medium Enterprises)- Copy attached, Please confirm exemption for Earnest Deposit Money and Tender Fee	Please refer Clause 50 of RFP. EXEMPTION OF EMD AND TENDER FEE
7	49	For Category III Bidders ,Eligibility Criteria Point no 3	The Bidder must have an average turnover of minimum Rs.100 crore during last 03 (three) financial year(s) i.e. FY19-20, FY 20-21 and FY 21-22.	Requesting you to modify the criteria as- 1. FY19-20, FY 20-21 and FY 21-22. - average turnover to be considered Rs. 65 Cr. OR 2. FY 20-21 FY 21-22 and FY 22-23 average turnover to be considered Rs.83 Cr	No Change. Clause as per RFP.
8	50	For Category III Bidders ,Eligibility Criteria Point no 11	The Bidder should have successfully completed contract of Rs.10 Cr or above from a single client in providing Human Resources for IT services (project and/or T&M basis) in BFSI sector during any of the last five financial years.	Requesting you to modify the criteria as- 1. BFSI Project PO with the contract value of Rs. 7.5 Cr. OR 2. Instead of BFSI allow us to submit Govt. Project PO with the contract value of Rs. 10 Cr.	No Change. Clause as per RFP.
9	NA	NA	General	We request bank to confirm that as per our assumption the resources would be deployed in the banks premises and bank would provide the required infra including Laptop/Computer, work stations, network connectivity or any other infra or security elements required by the resources to carryout the day to day operations.	No Change. Clause as per RFP.
10	46	Appendix : B For Category II Bidders Point :3	The Bidder must have an average turnover of minimum Rs.400 crore during last 03 (three) financial year(s) i.e. FY19-20, FY 20-21 and FY 21-22.	We request bank to consider, The Bidder must have an average turnover of minimum Rs.300 crore during last 03 (three) financial year(s) i.e. FY19-20, FY 20-21 and FY 21-22.	No Change. Clause as per RFP.

11	48	Appendix : B For Category II Bidders Point :10	The Bidder should have minimum 2500 IT Human Resources on its pay roll in India at the time of submission of Bid excluding those who are working in BPOs.	We request bank to consider, The Bidder should have minimum 800 IT Human Resources on its pay roll in India at the time of submission of Bid excluding those who are working in BPO	No Change. Clause as per RFP.
12	83	Annexure-B Point 6.1	6. Transfer of Configuration Management Database 6.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.	We assume that the RFP and the subsequent limited tenders would be for the deployment of the resources any infra, softwares, software licences or any other requirement for carrying out the SOW would be provided by the bank to the respective bidder as and when required.	No Change. Clause as per RFP.
13	83	Annexure-B Point 7.1	7. Transfer of Assets 7.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of the Agreement Service Provider shall deliver to the Bank the Asset Register comprising: (1) a list of all Assets eligible for transfer to the Bank; and (2) a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.	We assume that the RFP and the subsequent limited tenders would be for the deployment of the resources any infra, softwares, software licences or any other requirement for carrying out the SOW would be provided by the bank to the respective bidder as and when required.	No Change. Clause as per RFP.
14	84	Annexure-B Point 8.1	8. Transfer of Software Licenses 8.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank all licenses for Software used in the provision of Services which were purchased by the Bank.	We assume that the RFP and the subsequent limited tenders would be for the deployment of the resources any infra, softwares, software licences or any other requirement for carrying out the SOW would be provided by the bank to the respective bidder as and when required.	No Change. Clause as per RFP.
15	23	28. RIGHT TO AUDIT:	i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours. Service provider shall grants unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.	Bidder suggests below addition: i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 15 (Fifteen) days to Service Provider before such audit and same shall be conducted during normal business hours. However, the access to the Auditors/ authorized representatives shall be granted, provided such Auditors/ authorized representatives should not be the competitors of C-Edge in any manner i.e. they should not be conducting or helping to conduct same/similar line of business. It shall be the implied duty of the said auditors/authorized representative and the Bank at all times to adhere to all necessary protocols required to maintain confidentiality and security during the conduct of such audit or inspection. Service provider shall grants unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.	No Change. Clause as per RFP.

16	24	31. LIMITATION OF LIABILITY:	<p>i. The maximum aggregate liability of Service Provider under the empanelment Agreement, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed Rs. 1000000 (ten lakh rupees), or equivalent to amount of Performance Security in form of Bank Guarantee [BG] submitted by Service Provider in pursuant to this RFP, whichever is greater. The maximum aggregate liability of Service Provider under the respective LIMITED TENDER ENQUIRY and SOW to be entered in pursuant to such LIMITED TENDER ENQUIRY, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this LIMITED TENDER ENQUIRY/SOW shall not exceed the total Purchase Order Value agreed to be paid under such Purchase Order giving rise to such claims or equivalent to amount of Performance Security in form of Bank Guarantee [BG] submitted by Service Provider in pursuant to respective LIMITED TENDER ENQUIRY, whichever is greater..</p> <p>iii. The limitations set forth herein shall not apply with respect to:</p> <p>(a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;</p> <p>(b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,</p> <p>(c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,</p> <p>(d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.</p>	<p>Bidder suggests as mentioned below: This clause can be agreed post empanelment once the exact scope would be defined as per the respective RFP for the defined SOW. Till date no liability can be accepted other than depositing EMD, requesting bank to consider the same.</p>	No Change. Clause as per RFP.
17	26	34. SERVICE PROVIDER'S OBLIGATIONS:	<p>iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated</p>	<p>Bidder suggests below modification: iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands</p>	No Change. Clause as per RFP.
18	27	36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:	<p>iii. Subject to below mentioned clause 36 (iv) and 36 (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.</p>	<p>We request bank to remove the mentioned clause</p>	No Change. Clause as per RFP.
19	68	6. GENERAL INDEMNITY	<p>6.1 Service Provider agrees and hereby keeps the Bank indemnified and hold harmless against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives of Service Provider. Service Provider agrees to make good the loss suffered by the Bank</p>	<p>Bidder suggests below modifications: Each Party agrees and hereby keeps the other party indemnified and hold harmless against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the other party may suffer or incur on account of (i) either party's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives of either party. Either party agrees to make good the loss suffered by the other party.</p>	No Change. Clause as per RFP.
20	Page 44	Appendix – B	<p>Bidders meeting the laid down criteria are eligible to submit their Bids along with supporting documents in Category I, II & III.</p>	<p>Though RFP talks of 3 categories of bidders viz. Category I, II & III, it does not define any criteria for award of tenders to the three categories of vendors being empaneled. Category I consist of the largest vendor and category III of the smallest vendor. Further, it has been mentioned that the Category I vendor can participate even in tenders floated for Category II & III. Category II can also participate in tenders for Category III. Our concern is if Cat I vendor is allowed to participate in Cat III tenders, it will certainly kill small vendors like us, because of their size & capacity. This clause is completely against the objectivity of principle of procurement, unjust and unfair to Category III vendors and does allow them level playing field. Also the policy for allotting or work distribution is not mentioned. Request you to share the t&c or policy on the basis which categories are derived. We request to allow all the 3 category companies to appear in any category.</p>	No Change. Clause as per RFP.

21	Page 11	Scope of Work	The Bank, at its sole discretion, may include new vendors in the panel in every six months or as and when required by way of publishing the RFP on the same terms and conditions as set forth in this RFP Review of empanelled Vendors and empanelment of new vendors may be done based on the eligibility criteria and terms and conditions of this document, subject to new vendors approaching the Bank for getting freshly empanelled. For removal of doubts it is clarified that the freshly empanelled vendors subsequent to this RFP may be empanelled for the residual period of validity of this RFP only.	This is unjust clause whereby the Bank can, while at the time of annual review of the existing empaneled vendors, empanel a new vendor – someone who has not even participated in the captioned RFP. It also mentions that Bank at its sole discretion empanel new vendor/s every six month during the currency of RFP. How can the bank empanel a new vendor during currency of existing RFP, one who has not even participated in the bidding process. And entering at later stage after the bid opened, the new entrant would be well aware of the bid prices of other initial bidders and will obviously give his quote to match or be lower than the contracted price. Also this clause is a major violation of the CVC guideline whereby bank has authorized themselves to empanel a new vendor during the validity of captioned RFP (next three year) even after closure of the Tender process. We request that this clause be completely deleted.	No Change. Clause as per RFP. (Please refer Para-4, Scope of Work)
22	Page no. 51	Appendix B	Eligibility criteria mentioned at SI No 3 to 5 and 11 in table above are relaxed for Startups subject to their meeting of quality and technical specifications.	The RFP has mentioned relaxation of certain eligibility criteria for MSME & Start-ups in terms of annual turnover (sr. no.3), no of years IT experience (Sr. No.5), and value of contracts executed (sr. No.11). In line with this, similar relaxation should also be given for IT Human Resources on payroll (Sr. No.10) requirement. We request for relaxation in the 'minimum IT Resources on Payroll' criteria to commensurate MSMEs & Startups.	No Change. Clause as per RFP.
23	23	Clause 28, Right to Audit	The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.	Visit to our office is not acceptable. At the most the client can visit to our project office and audit the relevant documents. Audit our office and system is not acceptable as DTILLP will have data / information of other clients and it would be breach of confidentiality in case we allow the client to audit our office / system	No Change. Clause as per RFP.
24	24	Clause 31, Limitation of Liability	iii) The limitations set forth herein shall not apply with respect to: (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider, (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider	Proposal to cap the liability for point a) infringement of third party IPR and c) Confidentiality obligations upto the contract value	No Change. Clause as per RFP.
25	27	Clause 36, iii Intellectual Property Rights and Ownership	Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified and hold harmless the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.	Proposal to cap the indemnities upto the contract value	No Change. Clause as per RFP.
26	36	Clause 43 TERMINATION FOR CONVENIENCE	i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract/ SOW/ PO, in whole or in part, for its convenience. ii. In the event of termination of the Agreement/SOW/PO for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination under the respective SOW.	Proposal to add termination rights for the bidder	No Change. Clause as per RFP.
27	68	Clause 6 - GENERAL INDEMNITY	Service Provider agrees and hereby keeps the Bank indemnified and hold harmless against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.	Proposal to cap the indemnities upto the contract value.	No Change. Clause as per RFP.

28	70	Clause 14 - CONFIDENTIALITY	<p>"Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.</p> <p>The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.</p>	<p>Proposal to add:</p> <p>Confidential Information disclosed orally, visually or in any intangible form, will be summarized in writing to be "Confidential" at the time of disclosure or considering its nature or circumstances of disclosure is manifestly confidential.</p> <p>The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year</p>	No Change. Clause as per RFP.
29	103	Appendix-K - 6, Fall Clause	The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems 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 or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, 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.	Proposal to delete the fall clause.	No Change. Clause as per RFP.
30	7	Invitation to Bid	Consortium bidding is not permitted under this RFP.	Request to include consortium Bidding as Niche technology skill sets will be easily Accessible between 2/3 vendors	No Change. Clause as per RFP.
31	24	Sub Contracting	As per scope of this RFP, sub-contracting is not permitted	Request to include subcontracting for same reason as mentioned above	No Change. Clause as per RFP.
32	72	14.11	Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent	We 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	No Change. Clause as per RFP.
33	28	37	If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in the respective LIMITED TENDER ENQUIRY, the Bank may, without prejudice to its other remedies under the RFP/Agreement/LIMITED TENDER ENQUIRY and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the respective Purchase Order Value as liquidated damages as defined under the respective LIMITED TENDER ENQUIRY. Once the maximum deduction is reached, the Bank may consider termination of the respective LIMITED TENDER ENQUIRY/Purchase Order/SOW	That in no event shall we be liable to pay liquidated damages above 10% of the Agreement value	No Change. Clause as per RFP.
34	29	38	Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.	That the requirements under this clause should be curtailed to the Engagement team only and Associates to Associates in India	No Change. Clause as per RFP.
35	14	9 (ix)	If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.	Request SBI to consider that the SBI shall take such actions against the Service Provider if the Service Provider is solely and directly responsible for reason of EMD forfeiture (especially signing of Contract) and Service Provider would be given an opportunity of representation before forfeiture of EMD or debarment	No Change. Clause as per RFP.

36	20	20 (i)	No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank.	Request SBI to amend the clause as "No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by <i>either Party except as mutually agreed by both Parties in writing.</i> "	No Change. Clause as per RFP.
37	20	20	The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the respective Purchase Order Value & SOW as the case may be. ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order. iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in respective Purchase Order Value & SOW, before the finally selected Bidder(s) proceeds with the change.	Request SBI to delete the clause.	No Change. Clause as per RFP.
38	22	26	Penalties will be mentioned in the respective LIMITED TENDER ENQUIRY issued in pursuant to this RFP.	Request SBI to consider "In no event shall the total cumulative penalty shall exceed 10% of the total cumulative value of the respective LIMITED TENDER ENQUIRY and the Service Provider shall be given an opportunity of personal hearing and representation before <u>imposition of the penalty.</u> "	No Change. Clause as per RFP.
39	22	28	Right to Audit	Request SBI to also add to the clause that SBI shall ensure the Audit shall not in any manner impact the the day-to-day work of the Service Provider.	No Change. Clause as per RFP.
40	23	28 (iii)	Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g., internal cost breakup etc.).	Request SBI to amend the clause as " <i>During the term of the Agreement, Service Provider further agrees that whenever required by the Bank and upon receiving a reasonable written notice from the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider in accordance with the confidentiality obligations during the term of the Agreement. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g., internal cost breakup etc.).</i> "	No Change. Clause as per RFP.
41	23	29	Subcontracting: As per scope of this RFP, sub-contracting is not permitted.	Request SBI to amend the clause as "As per scope of this RFP, sub-contracting is not permitted. <u>without the written approval of the Bank.</u> "	No Change. Clause as per RFP.
42	25	33 (iii)	Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).	Request SBI to modify the clause as "Any delay in performing the obligation/ defect in performance by Service Provider <i>due to reasons directly and solely attributable to the Service Provider, it may result in either imposition of penalty or liquidated damages or invocation of Bank Guarantee or termination of Contract (as laid down elsewhere in this RFP document).</i> "	No Change. Clause as per RFP.
43	25	34 (iii)	Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.	Request SBI to modify the clause as "Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is <i>solely</i> Service Provider's gross negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated."	No Change. Clause as per RFP.
44	25	34 (iv)	Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.	Request SBI to modify the clause as "Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours which are <i>conducted not at the direction of SBI.</i> "	No Change. Clause as per RFP.
45	26	36	Intellectual Property Rights and Ownership	Request SBI to modify the clause as "Subject to below mentioned clause 36 (iv) and 36 (v) of this RFP. Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified and hold harmless the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad <i>except for such third party IPR or License acquired by the Bank directly.</i> "	No Change. Clause as per RFP.

46	26	36	Intellectual Property Rights and Ownership	Request SBI to add the following to the clause "Each party will retain its pre-existing Intellectual Property Rights and nothing in this agreement assigns or transfers the pre-existing Intellectual Property Rights of one party to the other. Neither party may assert or bring any claim for ownership of any or all of the other party's pre-existing Intellectual Property Rights."	No Change. Clause as per RFP.
47	27	37	If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in the respective LIMITED TENDER ENQUIRY, the Bank may, without prejudice to its other remedies under the RFP/Agreement/LIMITED TENDER ENQUIRY and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the respective Purchase Order Value as liquidated damages as defined under the respective LIMITED TENDER ENQUIRY. Once the maximum deduction is reached, the Bank may consider termination of the respective LIMITED TENDER ENQUIRY/Purchase Order/SOW.	Request SBI that the total aggregate Liquidated Damages to be limited 10% of the respective LIMITED TENDER ENQUIRY/PO/SOW value. SBI shall provide the Service Provider an opportunity of personal hearing and representation before imposition of the damages or termination of respective LIMITED TENDER ENQUIRY/Purchase Order/SOW.	No Change. Clause as per RFP.
48	33	40 (v)	The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP/LIMITED TENDER ENQUIRY.	Request SBI to delete this clause as there cannot be multiple remedy for the same default.	No Change. Clause as per RFP.
49	34	41 (ii)	For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.	Request SBI to amend the clause as "For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, <i>pandemic</i> , government imposed lockdown, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any <i>reasonably</i> foreseeable events, commercial considerations or those involving fault or <i>gross</i> negligence on the part of the party claiming Force Majeure."	No Change. Clause as per RFP.
50	34	42	The Bank may, at any time, terminate the Contract/SOW 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.	Request SBI to add the following clause "However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement/ respective SOW."	No Change. Clause as per RFP.
51	35	43	The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract/ SOW/ PO, in whole or in part, for its convenience.	Request SBI to keep the clause for termination for convenience mutual and amend the clause as "Either Party may by written notice of not less than 90 (ninety) days, may terminate the Contract/ SOW/ PO, in whole or in part, for its convenience."	No Change. Clause as per RFP.
52	35	44 (ii)	Service Provider shall continue work under the Contract/SOW during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.	Request SBI to delete the clause as neither Party shall provide services during the pendency of any dispute or proceedings.	No Change. Clause as per RFP.
53	57	Recital clause (ii) of the Agreement - Appendix - G	Service Provider is in the business of providing IT Human Resources and has agreed to terms of empanelment as mentioned in the Request of Proposal (RFP) No. _____ dated _____ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a "RFP" and same shall be part of this Agreement.	Request SBI to delete the clause as upon execution of the Agreement, only the Agreement shall be binding on the Parties.	No Change. Clause as per RFP.
54	59	1.1.6	"Request for Proposal (RFP)" shall mean RFP NO. _____ dated _____ along with its clarifications/ corrigenda issued by the Bank time to time.	Request SBI to delete the clause as upon execution of the Agreement, only the Agreement shall be binding on the Parties.	No Change. Clause as per RFP.
55	60	1.2.9	The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.	Request SBI to amend the clause as "The terms not defined in this agreement shall be understood in technical sense in accordance with the industrial practices."	No Change. Clause as per RFP.
56	62	3.4.2	The Bank may withhold payment of any product/services that it disputes in good faith	Request SBI to amend the clause as "The Bank may withhold payment of any product/services that it disputes in good faith provided that such disputes are raised by the Bank within 15 days from the date of receipt of invoice. If no dispute is raised by the Bank within 15 days, the invoice shall be deemed to undisputed and the Bank shall make payment as per the stipulated timeline. Non-payment of undisputed amount within the stipulated timeline shall be termed as material breach and the Service Provider shall, without prejudice any other rights, may immediately terminate the Agreement."	No Change. Clause as per RFP.

57	63	4.1	The Bank's Duties /Responsibility(if any)	Request SBI to add the following obligations for SBI: <i>"1. SBI shall not adopt or have any policies, which would in any way hamper, interrupt or otherwise impede Service Provider's ability to perform its duties under this agreement or is otherwise inconsistent with the standard commercial business standards in Service Provider's business;</i> <i>2. SBI shall set up and have in place all commercially accepted systems, methods and procedures including infrastructure and mechanical facilities which shall ensure backup, restoration and debugging of its data or information;</i> <i>3. Service Provider shall not be liable for any error, virus or such other faults/irregularities created/caused by SBI's hardware or software in the technical work environment which may render provision of services by Service Provider under this agreement difficult or impossible."</i>	No Change. Clause as per RFP.
58			Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.	Request SBI to amend the clause "Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, as <i>mutually agreed between the Parties in the respective SOWs executed under this Agreement.</i> "	No Change. Clause as per RFP.
59	65	5.2.5	No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.	Request SBI to amend the clause as "No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested <i>during the term of the Agreement.</i> "	No Change. Clause as per RFP.
60	66	6.1	Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.	Request SBI to amend the clause as "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 <i>directly</i> suffer or incur on account of (i) Services Provider's <i>material</i> breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank. <i>However, the indemnity shall be subject to Limitation of Liability of the Service Provider under the Agreement.</i> <i>SBI agrees to indemnify Service Provider on demand losses, damages, against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the hardware, software and/or any other product provided by SBI infringes the intellectual property rights (including without limitation any patent, copyright, registered design, design right or trademark) of any third party."</i>	No Change. Clause as per RFP.
61	66	6	General Indemnity	Request SBI to add the following to the clause: <i>"If Bank (or its associate or other user) becomes aware of any third party claim as described above or any matter or event which might give rise to such claim being made against it or the Service Provider or its associates, officers, employees and/or agents and authorised representatives it shall</i> <i>(a) procure that notice of such third party claim is promptly given to the Service Provider and</i> <i>(b) not make (or, as appropriate, shall co-operate to procure that any other user or associate shall not make) any admission of liability, agreement or compromise with any person, body or authority in relation to any such third party claim without obtaining the Service Provider's prior written consent.</i> <i>The Service Provider shall at its own cost be entitled to defend any such claim and take all such actions as may be required in respect thereof at its sole discretion. The Bank shall not settle any such claim without the consent of the Service Provider.</i> <i>The aforesaid shall prevail over and supersede any other provision relating to third party IPR claims wherever contained"</i>	No Change. Clause as per RFP.
62	66	8	The existing Service Provider shall continue to provide services as per the terms of the LIMITED TENDER ENQUIRY/SOW until a 'New Service Provider' completely takes over the work.	Request SBI to amend the clause as "The existing Service Provider shall continue to provide services at mutually agreed cost as per the terms of the LIMITED TENDER ENQUIRY/SOW for a period of thirty (30) days from the date of termination or expiry of the Agreement or respective SOW."	No Change. Clause as per RFP.

63	72	16.1	<p>The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement/respective Purchase Order/SOW in whole or in part:</p> <p>(i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement/SOW, or any extension thereof granted by the Bank;</p> <p>(ii) If Service Provider fails to perform any other obligation(s) under the Agreement/SOW;</p> <p>(iii) Violations of any terms and conditions stipulated in the RFP/ Agreement/SOW;</p> <p>(iv) On happening of any termination event mentioned herein above in this Agreement/SOW.</p>	<p>Request Bank to amend the clause as "The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement/respective Purchase Order/SOW in whole or in part:</p> <p>(i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement/SOW, or any extension thereof granted by the Bank ;</p> <p>(ii) If Service Provider fails to perform any other obligation(s) under the Agreement/SOW;</p> <p>(iii) violations of any terms and conditions stipulated in the RFP/ Agreement/SOW;</p> <p>(iv) On happening of any termination event mentioned herein above in this Agreement/SOW.</p> <p><i>Prior to providing a written notice of termination to Service Provider, the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement/respective Purchase Order/SOW. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause."</i></p>	No Change. Clause as per RFP.
64	72	16.2	<p>The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement/ SOW/ PO, in whole or in part, for its convenience. In the event of termination of the Agreement/SOW/PO for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination under the respective SOW .</p>	<p>Request SBI to amend the clause as "<i>Either party may terminate this Agreement/SOW/PO, in whole or in part for, for its convenience with a written notice period of 90 days and in such case, the Client shall pay Service Provider all payments due as of the termination date stated in the notice, including those for the proportion of work completed in the on-going stage, until termination."</i></p>	No Change. Clause as per RFP.
65	73	16.4. (iii)	<p>If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.</p>	<p>Request SBI to amend the clause as "If any willful acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees."</p>	No Change. Clause as per RFP.
66	72	16	Termination	<p>Request SBI to add the following clause "<i>The Service Provider shall have the right to terminate the Agreement/ respective Purchase Order or SOW in the event of any material breach of its obligation(s) hereunder by the Bank and such breach is not remedied by the Bank within thirty (30) days of a written notice issued by the Service Provider."</i></p>	No Change. Clause as per RFP.
67	74	17.4	<p>Service Provider shall continue work under the Agreement/SOW during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.</p>	<p>Request SBI to delete the clause as neither Party shall provide services during the pendency of any dispute or proceedings.</p>	No Change. Clause as per RFP.
68	75	18.1	<p>No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank.</p>	<p>Request SBI to amend the clause as "No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by either Party except as mutually agreed by both Parties in writing."</p>	No Change. Clause as per RFP.
69	75	18	<p>The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the respective Purchase Order Value & SOW as the case may be. ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.</p> <p>iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in respective Purchase Order Value & SOW, before the finally selected Bidder(s) proceeds with the change.</p>	<p>Request SBI to delete the clause.</p>	No Change. Clause as per RFP.
70	77	23.6	<p>ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:</p> <p>(i) This Agreement;</p> <p>(ii) Annexure of Agreement;</p> <p>(iii) RFP</p>	<p>Request SBI to delete inclusion of RFP as integral part of the Agreement and amend the clause as "The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:</p> <p>(i) This Agreement;</p> <p>(ii) Annexure of Agreement."</p>	No Change. Clause as per RFP.

71				Request SBI to add the clause for Assignment as: "The Service Provider shall have the right to assign the agreement in whole or in part to a third party with SBI's prior approval."	No Change. Clause as per RFP.
72	98	APPENDIX K - PRE CONTRACT INTEGRITY PACT		Please advise whether this will be submitted along with the proposal or post NSEIT is empaneled.	No Change. Clause as per RFP.(Please refer clause No. 19, AWARD CRITERIA AND AWARD OF CONTRACT)
73	58	APPENDIX G - AGREEMENT FOR		Please advise whether this will be submitted along with the proposal or post NSEIT is empaneled.	No Change. Clause as per RFP.(Please refer clause No. 19, AWARD CRITERIA AND AWARD OF CONTRACT)
74	90	APPENDIX H - NON DISCLOSURE AGREEMENT		Please advise whether this will be submitted along with the proposal or post NSEIT is empaneled.	No Change. Clause as per RFP.(Please refer clause No. 19, AWARD CRITERIA AND AWARD OF CONTRACT)
75	46	Eligibility Criteria Category II	The Bidder must have an average turnover of minimum Rs.400 crore during last 03 (three) financial year(s) i.e. FY19-20, FY 20-21 and FY 21-22.	The Bidder must have an average turnover of minimum Rs.350 crore during last 03 (three) financial year(s) i.e. FY19-20, FY 20-21 and FY 21-22.	No Change. Clause as per RFP.
76	46	Eligibility Criteria Category II	The Bidder must have an average turnover of minimum Rs.400 crore during last 03 (three) financial year(s) i.e. FY19-20, FY 20-21 and FY 21-22.	The Bidder must have an average turnover of minimum Rs.400 crore during last 03 (three) financial year(s) i.e. FY 20-21, FY 21-22, and FY 22-23.	No Change. Clause as per RFP.
77	10`	4	Scope of Work - Human Resources manager	As part of the scope of work which has been mentioned as per the category of resources requested Human resources manager is one of the skills set which the bank is looking for. However the RFP is for providing Niche technology resources. Request you to kindly advise over the same	No Change. Clause as per RFP. (The detailed Scope of Work will be provided in the respective LIMITED TENDER ENQUIRY issued in pursuant to this RFP. However, the tentative categorization/skill
78	11	4	Scope of work- Provide remote access to its technology system to IT service provider through VPN in order to perform IT services	Is the expectation of the bank that the entire team to work at SBI premises in Mumbai or will it be allowed for our team to work out of vendor premises/ remotely ? What holiday calendar will be followed for remote operations?	No Change. Clause as per RFP.
79	44	Appendix-B Point 5	Bidder should have experience of minimum 5 years in providing IT Human resources of various skill sets	Can global citations or work order be submitted as a proof towards certificate from client for work done by PwC.	No Change. Clause as per RFP.
80	46	Appendix-B Point 10 for Category 1 bidder	The Bidder should have minimum 5000 IT Human Resources on its pay roll in India at the time of submission of Bid excluding those who are working in BPOs.	PwC India constitutes of PwC private Limited & PwC services LLP which	No Change. Clause as per RFP. Query is not clear.
81	11	4	Scope of Work	Please share the various technology skillsets required across each role	No Change. Clause as per RFP. (The detailed Scope of Work will be provided in the respective LIMITED TENDER ENQUIRY issued in pursuant to this RFP. However, the tentative categorization/skill set of human resources required mentioned in Scope of Work).
82	11	4	Scope of Work	Are there any qualification criteria for the roles requested?	No Change. Clause as per RFP. (The detailed Scope of Work will be provided in the respective LIMITED TENDER ENQUIRY issued in pursuant to this RFP. However, the tentative categorization/skill set of human resources required mentioned in Scope of Work).
83	11	4	Scope of Work	Kindly list the applications/projects/initiatives that you are considering for this scope of work	No Change. Clause as per RFP. (The detailed Scope of Work will be provided in the respective LIMITED TENDER ENQUIRY issued in pursuant to this RFP. However, the tentative categorization/skill set of human resources required mentioned in Scope of Work).
84	11	4	Scope of Work	Any applications that would require low code platform capabilities? If so, please list the platforms to be considered for skillset considerations	No Change. Clause as per RFP. (The detailed Scope of Work will be provided in the respective LIMITED TENDER ENQUIRY issued in pursuant to this RFP. However, the tentative categorization/skill set of human resources required mentioned in Scope of Work).

85	11	4	Scope of Work	Any click-through analytics work required from the resources? If so, please list the platforms to be considered for skillset considerations	No Change. Clause as per RFP. (The detailed Scope of Work will be provided in the respective LIMITED TENDER ENQUIRY issued in pursuant to this RFP. However, the tentative categorization/skill set of human resources required mentioned in Scope of Work).
86	12	4.i.	Scope of work- Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.	Will the devices for development and testing provided by SBI?	No Change. Clause as per RFP.
87	12	4.v	Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.	Will the development environment provided by SBI?	No Change. Clause as per RFP.
88	27	36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP	In the event that a portion of the Services requires the use of Third Party Materials, the Bank already has or will license or acquire such Third Party Materials directly from the third party provider, and shall ensure that it has the right to provide Service Provider with access to and/or use of such Third Party Materials in the provision of Services performed by Service Provider.	Will the licences for all collaboration, development, testing, code management and other necessary tools to be used provided by SBI? Would this also be possible if the teams are remote?	No Change. Clause as per RFP. (The detailed Scope of Work will be provided in the respective LIMITED TENDER ENQUIRY issued in pursuant to this RFP. However, the tentative categorization/skill set of human resources required
89	44	5	Copy of the order and / or Certificate of completion and/or experience certificate from client for the work.	Can an experience certificate be submitted for an on-going project?	No Change. Clause as per RFP.
90	82	Annexure B-3.7	Service Provider shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the Bank or a Replacement SERVICE PROVIDER (as appropriate) in the continued support of the Services beyond the expiry or termination of the Agreement, in which event the Bank shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.	Is there any support work involved across shifts? If so, how many shifts would be considered?	No Change. Clause as per RFP.
91	50	Appendix-B/For Category III Bidders/ Point no:10	The Bidder should have minimum 750 IT Human Resources on its pay roll in India at the time of submission of Bid excluding those who are working in BPOs	Relaxation for MSMEs and Startups	No Change. Clause as per RFP.
92	44 to 51	Appendix B - Bidders Eligibility Criteria	Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected: For Category I Bidders For Category II Bidders For Category III Bidders	Our query is about categorization. We are unable to understand the grounds for grouping bidders in categories and if any GOI policy is applied for the same. Our request is all the categories be removed and there should be an 'empanelment model' for all bidders. Thus giving equal chance and ensuring opportunity to all bidders especially MSMEs and Startups.	No Change. Clause as per RFP.
93	44 to 51	Appendix B - Bidders Eligibility Criteria - Clause 10	Category I - The Bidder should have minimum 5000 IT Human Resources on its pay roll in India at the time of submission of Bid excluding those who are working in BPOs. Category II - The Bidder should have minimum 2500 IT Human Resources on its pay roll in India at the time of submission of Bid excluding those who are working in BPOs. Category III - The Bidder should have minimum 750 IT Human Resources on its pay roll in India at the time of submission of Bid excluding those who are working in BPOs.	Our query is this clause of quantifying employee count i.e. payroll employees should also be given exemption like other eligibility criteria. An empanelment model should be in place and work awarded as per their competency. We request complete relaxation in this clause in line with exemption given in other clauses like turnover, profitability, experience & completed contract value.	No Change. Clause as per RFP.
94	11	4. Scope of Work	The Bank, at its sole discretion, may include new vendors in the panel in every six months or as and when required by way of publishing the RFP on the same terms and conditions as set forth in this RFP Review of empanelled Vendors and empanelment of new vendors may be done based on the eligibility criteria and terms and conditions of this document, subject to new vendors approaching the Bank for getting freshly empanelled. For removal of doubts it is clarified that the freshly empanelled vendors subsequent to this RFP may be empanelled for the residual period of validity of this RFP only.	Our query is this clause is unjust and leads to disparity. Removing or suspending a bidder / vendor for nonperformance or false declaration is understandable. But empanelment of new vendor in between will against the principle of tendering. Hence, we request for removal / deletion of this clause.	No Change. Clause as per RFP.
95	39	Exemption of EMD & Tender Fee	Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of EMD and tender fee provided the Services they are offering, are rendered by them.	Request bank to include exemption for MSME category as well. If we fall under MSME & DPIIT/DIPP recognized startup category, may we request bank to consider the exemption of EMD & Tender Fees..!! We've MSME Certificate, Udyam Registration Certificate and DIPP Registration as a supportive document.	Please refer Clause 50 of RFP, EXEMPTION OF EMD AND TENDER FEE. No Change. Clause as per RFP.
96	49	Bidder's Eligibility Criteria - For Category III Bidders	Client references and contact details (email/ landline/ mobile) of customers to whom the Bidder has provided IT Human Resources. in India.	Request bank to allow us submitting the client reference of IT resources deployment of various skills and not specifically to the mentioned scope in the issued RFP. As a part of our projects in various Major banks in India, we do deploy & provide the IT Resources for API Banking, Integration Services, MQ, Openshift, System Admin, Solution Architects, IIB & API Developers and multiple different technology stack. We assume it should be okay to provide such references under IT resources deployment client reference clause. Please confirm.	No Change. Clause as per RFP.

97	50	Bidder's Eligibility Criteria - For Category III Bidders	The Bidder should have minimum 750 IT Human Resources on its pay roll in India at the time of submission of Bid excluding those who are working in BPOs.	Request bank to relax this clause. We're a startup company and we have around 90 resources on our payroll. Based on our projects & assignments, we do deploy the resources accordingly. We always work with a staff augmentation plans & within the expected timeframe, we fulfill the criteria to deploy the resources in respective projects accordingly. Request bank to relax this clause. We can submit the supportive documents	No Change. Clause as per RFP.
98	51	Bidder's Eligibility Criteria - For Category III Bidders	Eligibility criteria mentioned at SI No 3 to 5 and 11 in table above are relaxed for Startups subject to their meeting of quality and technical specifications.	Request bank to clarify, if company has DPIIT/DIPP Registration & MSME as supportive documents but not the MSE, would the point number 3 to 5 and 11 still be relaxed for such startups?	No Change. Clause as per RFP.(Please refer page No. 51 of RFP)
99	39	50. EXEMPTION OF EMD AND TENDER FEE:	Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of EMD and tender fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies. Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.	You are requested to kindly amend the clause as below: Micro, Small and Medium Enterprises (MSME) units and Start-ups* are exempted from payment of EMD and tender fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies. Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.	No Change. Clause as per RFP.
100	49	Appendix-B Bidder's Eligibility Criteria For Category III Bidders (6)	Client references and contact details (email/ landline/ mobile) of customers to whom the Bidder has provided IT Human Resources. in India. (Start and End Date of the Project to be mentioned) in the past (At least 03 client references are required and all must be from BFSI sector)	You are requested to kindly amend the clause as below: Client references and contact details (email/ landline/ mobile) of customers to whom the Bidder has provided IT Human Resources in India. (Start and End Date of the Project to be mentioned) in the past (At least 03 client references are required and all must be from BFSI/PSU/Government sector)	Clarifications: Please read it as "Client references and contact details (email/ landline/ mobile) of customers to whom the Bidder has provided IT Human Resources in India. (Start and End Date of the Project to be mentioned) in the past (At least 03 client references are required and all must be from BFSI sector)"
101	50	Appendix-B Bidder's Eligibility Criteria For Category III Bidders (11)	The Bidder should have successfully completed contract of Rs.10 Cr or above from a single client in providing Human Resources for IT services (project and/or T&M basis) in BFSI sector during any of the last five financial years.	You are requested to kindly amend the clause as below: The Bidder should have successfully completed or executing /delivering contracts of Rs.10 Cr or above from a single client in providing Human Resources for IT services (project and/or T&M basis) in BFSI/PSU/Government sector during any of the last five financial years.	No Change. Clause as per RFP.
102	51	Appendix-B Bidder's Eligibility Criteria For Category III Bidders Eligibility criteria mentioned at SI No 3 to 5 and 11 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:	Eligibility criteria mentioned at SI No 3 to 5 and 11 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings: ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at SI No 3 to 5 and 11 in table above	You are requested to kindly amend the clause as below: Eligibility criteria mentioned at SI No 3 to 5, 10 and 11 in table above are relaxed for Micro, Small and Medium Enterprises (MSME) and Startups subject to their meeting of quality and technical specifications. Bidder to note the followings: ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status or Registered with MSME, can claim exemption for eligibility criteria mentioned at SI No 3 to 5, 10 and 11 in table above.	No Change. Clause as per RFP.
103	24	29. SUBCONTRACTING	As per scope of this RFP, sub-contracting is not permitted.	As this is empanelment opportunity for onboarding required resources as and when required by Bank, consider allowing Sub-contracting in this opportunity. This will reduce the resources onboarding time line.	No Change. Clause as per RFP.
104	27	36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP	iii. Subject to below mentioned clause 36 (iv) and 36 (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.	This clause is not applicable to Tech Mahindra, as Bank will provide all license or acquire such Third Party Materials directly from the third party provider, and shall ensure that it has the right to provide Service Provider with access to and/or use of such Third Party Materials.	No Change. Clause as per RFP.
105	34	40. TERMINATION FOR DEFAULT	In the event the Bank terminates the Contract/respective Purchase Order/SOW in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services.	Consider capping of increase in cost / step in cost s at 110% of the value of undelivered software solution and/or services of from the respective RFQ/ purchase order.	No Change. Clause as per RFP.

106	35	40. TERMINATION FOR DEFAULT	During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank.	Consider modifying the clause statement as "During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider for a period of 1 month, at no extra cost to the Bank,"	No Change. Clause as per RFP.
107	35	40. TERMINATION FOR DEFAULT	If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the respective Purchase Order Value on demand to the Bank,	Consider modifying the clause statement as "If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 5% of the undelivered/affected transition services from the respective purchase order value on demand to the Bank,"	No Change. Clause as per RFP.
108	36	42. TERMINATION FOR INSOLVENCY	The Bank may, at any time, terminate the Contract/SOW 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.	Termination for insolvency subject to a prior written notice of 30 days.	No Change. Clause as per RFP.