

PRE-BID QUERIES RESPONSES

(Ref: SBI/GITC/IT-CONTACT CENTRE/2023/2024/1112: 13.03.2024)

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
1	9	3 (v)	“Total Contract Price/Project Cost/TCO” means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>“Total Contract Price/Project Cost/TCO” means the price payable to Service Provider over the entire period of Contract for the <i>services rendered under full and proper performance</i> of its contractual obligations.</p>	No change in RFP terms/Clauses.
2	24	29	As per scope of this RFP, sub-contracting is not permitted	<p><u>Request SBI team to consider the below modified changes:</u></p> <p><i>As per scope of this RFP, sub-contracting is not permitted, except to any to its group companies or affiliates or subsidiaries</i></p>	No change in RFP terms/Clauses.
3	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.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>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>due to solely artibutable to</i> Service Provider’s negligence <i>which are not at Bank's premises</i> . Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.</p>	No change in RFP terms/Clauses.
4	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.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>Service Provider is responsible for <i>such</i> activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours <i>which are not conducted as per the direction of SBI</i> .</p>	No change in RFP terms/Clauses.
5	25	34 (vi)	Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one <i>day of becoming aware</i> hour of detection.</p>	No change in RFP terms/Clauses.

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6	26	37	If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of delayed value of such SOW under which the claim arises total Project Cost for delay of each week or part thereof, subject to maximum up to 5% of delayed value of the total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.</p>	No change in RFP terms/Clauses.
7	26	37. LIQUIDATED DAMAGES	37. LIQUIDATED DAMAGES	The individual service wise Penalties are already given in RFP. Please inform on cases where liquidated damages would be applicable.	Details are specified in the relevant RFP sections.
8	27	47 (ii)	Prices quoted should be exclusive of all GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (Appendix- F).	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>Prices quoted should be exclusive of all GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted. However , any additional expenses including but not limited to travelling, accommodation expenses, etc. incurred by the Service Provider associated with the Services shall be reimbursed by the Client to the extent they are pre-approved by Client. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (Appendix- F).</p>	No change in RFP terms/Clauses.
9	35	Bidder's Eligibility Criteria	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)	If there are no disputes, is a declaration still required to be submitted?	Yes.
10	39	Appendix-E	Scope Of Work	Which Load balancers is deployed in the current environment?	Details will be shared with the successful bidder.
11	39	Appendix-E	Tech & Security Operations	Please provide indicative activities list along with volumes for Load Balancer	Details will be shared with the successful bidder.
12	39	Appendix-E	Scope Of Work	What is the Hypervisor and its version in the current environment?	Details will be shared with the successful bidder.
13	39	Appendix-E	Tech & Security Operations, point # f	Which tool is being used for DR replication/Sync?	Details will be shared with the successful bidder.

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14	39	Appendix-E	Tech & Security Operations	Is weekend going to have lean work volume or similar as weekdays work volume?	Contact center are operational 24X7.
15	39	Appendix-E	Tech & Security Operations	Can weekend support be provided remotely from home?	Onsite support to be provided by the successful bidder. The current location is Navi Mumbai, however this may change if need arises (as per Bank's discretion)
16	39	Appendix-E	Tech & Security Operations	Since ask is for 24x7 support with only 7 resources, can a leverage support option be presented with remote support from Service Provider's premises?	Onsite support to be provided by the successful bidder. The current location is Navi Mumbai, however this may change if need arises (as per Bank's discretion)
17	39	Appendix-E	Scope Of Work	It is assumed that any kind of hardware support/refresh is out of scope. Please confirm.	Yes.
18	40	1. Tech and Support Application Point C	Ensuring 99.23% uptime of all middleware infra, application, and database on monthly basis.	Which tools are being used by the Bank for the support? What are the redundancies built into the Bank's infra?	Details will be shared with the successful bidder.
19	40	Appendix-E	Tech & Security Operations, point #h	What versions of Windows and RHEL OS deployed in the current environment?	Details will be shared with the successful bidder.
20	40	Appendix-E	Tech & Security Operations, point # h	What version of Oracle Database deployed in the current environment?	Details will be shared with the successful bidder.
21	40	Appendix-E	Tech & Security Operations, point # h	What versions of Weblogic and IIS deployed in the current environment?	Details will be shared with the successful bidder.
22	40	Appendix-E	Tech & Security Operations, point # i	What tools is used for patch deployment? Is there a centralized team to test and release patch cycles?	Details will be shared with the successful bidder.
23	40	Appendix-E	System administration & activities, point # a	Is Vulnerability scanning part of scope or there is a separate team who performs the scanning and share report with Contact Center support team?	The infrastructure is integrated with Bank's SOC. Hence the reported vulnerabilities to be addressed by successful bidder as per the defined Bank's processes.

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24	40	Appendix-E	System administration & activities, point # a	Is Penetration Testing part of the scope or there is a separate team handling this?	The infrastructure is integrated with Bank's SOC. Hence the reported vulnerabilities to be addressed by successful bidder as per the defined Bank's processes.
25	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	Could you kindly confirm if the current scope of work specified in the Request for Proposal (RFP) pertains solely to operating systems, databases, and middleware?	Details are self explanatory under RFP section Appendix 'E' (Scope of work)
26	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	Could you kindly confirm the hosting platform being utilized? Specifically, we need clarification on whether it is an on-premise hypervisor or a public cloud environment. Additionally, please provide detailed information regarding the hosting environment.	Details will be shared with the successful bidder.
27	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	Please specify the tool stack comprising monitoring tools, ticketing tools, automation tools, and patching tools. is Monitoring solution linked with auto ticketing tool	Details will be shared with the successful bidder.
28	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	Please provide specific details regarding the inventory, including the number of instances for each component such as file operating systems (Linux and Windows), and middleware instances and number of database Instances	Tentative inventory and environments are shared in the RFP, however, they are subject to upscale/downscale (up to ± 6 VMs) based on the Bank's requirement. The successful bidder to manage the associated infrastructure and environments. Further details will be shared with the successful bidder.
29	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	Could you please confirm the monthly/yearly ticket count, segregated by priority levels P1/P2/P3/P4, as well as the counts for service requests (SR), changes, and problem Tickets? This data may be required in the future for planning purposes, and the provision of a data dump may be necessary.	Details will be shared with the successful bidder.
30	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	Could you please confirm the disaster recovery (DR) details, including the frequency of DR drills, the date of the last successful DR drill, and the data synchronization frequency (specifying the type of data, such as full system images or just databases)?	This process is governed by Bank's IT & IS Policy. Details will be shared with the successful bidder.

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31	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	Please confirm, Which tool is implemented for Backup and Recovery , who will be managing the tool and its related tasks ?	Required infrastructure (Storage, servers) will be provided by the Bank. All backup and restoration related activities will be taken care by the successful bidder.
32	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	Could you please confirm the specific requirements for DAM, Security Information and Event Management (SIEM), Anti-Virus (AV), Active Directory (AD), Privileged Identity Management System (PIMS), and IT Asset Management (ITAM)? We require details regarding the activities involved and their respective frequencies for Partner / Vendor	Details are specified in the relevant RFP sections. Further details will be shared with the successful bidder.
33	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	Please confirm, Which code repo. Is in use and who will be managing and creating code in future ?	source code version management will be taken care by application team. However, the underline VMs along with necessary compliances to be managed by the successful bidder.
34	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	Please confirm, Who will responsible for vulnerability assessment and sending reports ?	The infrastructure is integrated with Bank's SOC. Hence the reported vulnerabilities to be addressed by successful bidder as per the defined Bank's processes.
35	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	Please confirm, current environment Patching frequency + Cycle/waves (Per Month)	Details will be shared with the successful bidder.
36	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	Please confirm, who is responsible for OS/DB/Middleware Licenses and Support (renewal, billing etc.)	Licenses will be provisioned by Bank.
37	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	Could you please confirm who will be responsible for managing the licenses and support for the operating system (OS), database (DB), and middleware? This includes tasks such as renewal, billing, and other related activities	Licenses will be provisioned by Bank.
38	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	Could you please give information on the Future roadmap for upgrading the environments, migration	Details will be shared with the successful bidder.

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39	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	We understand that the middleware technologies in scope are currently limited to IIS and WebLogic. Could you please confirm if any additional middleware, such as Tomcat, Apache, JBoss, etc., is also included in the scope?	Details are specified in the relevant RFP sections. Further details will be shared with the successful bidder.
40	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	Do we have Exadata or any other oracle appliances (i.e. ODA) ? Please share it's Image version and it's hardware model.	At present, we have Oracle RAC setup on VMs.
41	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	How many RAC clusters per Environment (Prod, DR, UAT)? Nodes running in RAC cluster ? i.e. 2 nodes or 3 nodes Rac cluster.?	Details will be shared with the successful bidder.
42	39-40	Appendix E , Scope of Work , 1. Tech & Security Operations	NA	Could you please clarify the disaster recovery (DR) strategy? Is it set up as Data Guard (DG), Active Data Guard (ADG), or through third-party storage	Details will be shared with the successful bidder.
43	39-40	Appendix E , Scope of Work , 2. System administration & activities	NA	Please confirm if WebLogic / Clustering available on HA or standalone cluster	Details are specified in the relevant RFP sections. Further details will be shared with the successful bidder.
44	39-40	Appendix E , Scope of Work , 2. System administration & activities	NA	Please confirm, as per RFP 7 resources are considered, if required based on given details , can we increase this count for a seamless support ?	Details are specified in the relevant RFP sections. Further details will be shared with the successful bidder.
45	39-40	Appendix E , Scope of Work , 3. DB Administration and activities	NA	Could you please confirm whether we have OEM support in place for the operating system (OS), database (DB), and middleware? Additionally, we require details regarding the level of support, such as Enterprise, Gold, Silver, etc.	Details will be shared with the successful bidder.
46	39-40	Appendix E , Scope of Work , 3. DB Administration and activities	NA	Plese specify the details on Prod - DR stragedy as DG / ADG or third party Storage replication ?	Details will be shared with the successful bidder.
47	41	Appendix-E	Tech & Security Operations, point # a	How many monitoring alerts are getting generated for this environment per month?	Details will be shared with the successful bidder.
48	41	Appendix-E	Tech & Security Operations, point # a	Is there a separate 24x7 monitoring team in place which redirects incidents to Contact Center support team?	Details will be shared with the successful bidder.

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49	41	Payment Schedule	The Payment shall be made on monthly basis in arrears on submission of the monthly invoices by the service provider. The service provider to ensure that the desk is manned with the resources as per the requirement stated in this RFP. Bank would not consider for any leave or payment for Sundays/ Holidays. In case resources require leave, the service provider to arrange for relief resources without any additional cost to the Bank.	<p>1. Deployment of resources as per RFP is 7 days - Monday-Sunday. However, Bank has indicated that monthly payments will not be considered for Sunday / holidays.</p> <p>2. Will uptime be calculated by excluding Sundays / public holidays?</p>	<p>1. Contact Centre is operational 24X7. No additional compensation will be paid for the holidays.</p> <p>2. Uptime is calculated as per the details specified in relevant Section in the RFP. No exclusion for Holidays.</p>
50	41	Payment Schedule	INR Price quoted in Financial Proposal should be exclusive of all taxes except TDS. Bank shall pay the taxes (except TDS) at the rates prevailing at the time of payment of invoice in accordance with the prevailing tax laws and subject to production of original receipt wherever required.	<p>What is the rate of TDS to be calculated?</p> <p>Can Lower TDS Certificate be applied?</p>	As per prevailing statutory norms.
51	42	C. Service Support Matrix	Per Week Resources/ Per Day Shift	Technical Lead / Manager should be present on Sunday as well or the Technical Expert can take the role of Lead / Manager in his absence?	Details are specified in the relevant RFP sections.
52	42	SERVICE SUPPORT METRIC	Indicates minimum 7 manpower requirement on every day. The billing will be for 7 resources for smooth 24x7x365/366 operation. Bidder may factor additional resources to manage 24x7x365/366 support and comply scope of work with no additional cost to the Bank.	<p>Allow for relivers as delivery is expected 7 days a week - service will be provided on a roster of rotating resources across the week.</p> <p>Please allow billing of more than 7 resources.</p>	No change in RFP terms/Clauses.
53	43	Clarification of Resoureces Sr.No 1 - DBA	Strong command of SQL and working experience in Oracle DB RAC setup and administration, ensuring data security, tuning performance, advanced knowledge of database security, backup and recovery, performance monitoring and compliance standards etc. Indicative list mentioned in the scope-of-work.	What is the breakup of SQL & Oracle RAC resources?	Details are self explanatory and specified in the relevant RFP section.
54	43,44,45	Appendix-E	Classification of resources	For Technical Expert role, 5 different skills are mentioned (Weblogic, IIS, Windows, RHEL, Loadbalancer). Which are the primary skills and which are the good to have skills?	Details are specified in the relevant RFP sections.
55	46	Appendix F	Breakup of Taxes and Duties	On the portal, the rows provided to mention the GST amount for each requirement are less than the actual requirement, hence we are unable to provide the exact breakup of taxes for each component. Please advise.	Details are self explanatory and specified in the relevant RFP section.
56	47	Appendix-G Format for Self-Certification of Local Content		Since we are providing resources, what certification is required for this?	This will be applicable for Services.

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57	51	Appendix I	Sum total of all penalties for the month will not exceed more than 20% of the monthly bill.	<u>Request SBI team to consider the below modified changes:</u> Sum total of all penalties <i>in aggregate for-the-month</i> will not exceed more than 10% 20% of the monthly bill.	No change in RFP terms/Clauses.
58	51	Appendix-I	Availability SLA	What would be response and resolution time SLAs for Sev 3 and Sev 4 incidents?	Response and resolution time for applicable severity level is defined in the RFP relevant section.
59	51	Appendix-I	The selected Bidder shall ensure 99.23% uptime for the "Contact	Please confirm that the penalty is not applicable for planned maintenance, downtime caused by "Contact Centre Application" and fault within underlying IT Infrastructure.	Details are specified in the relevant RFP sections. Further details will be shared with the successful bidder.
60	51	Appendix-I	#Downtime is calculated based on Bank's Downtime Governanc	Please share downtime governance framework	Details will be shared with the successful bidder.
61	52	Appendix-I	Service Metrics for Incident Management	What is the last 6 months average monthly total incident count?	Details will be shared with the successful bidder.
62	52	Appendix-I	Service Metrics for Incident Management	What is the last 6 months average monthly Sev 1 incident count?	Details will be shared with the successful bidder.
63	52	Appendix-I	Service Metrics for Incident Management	What was the average Sev 1 restoration time in last 6 months?	Details will be shared with the successful bidder.
64	52	Appendix-I	Service Metrics for Incident Management	What is the last 6 months average monthly Sev 2 incident count?	Details will be shared with the successful bidder.
65	52	Appendix-I	Service Metrics for Incident Management	What was the average Sev 2 restoration time in last 6 months?	Details will be shared with the successful bidder.
66	52	Appendix-I	Service Metrics for Incident Management	What is the last 6 months average monthly change count?	Details will be shared with the successful bidder.
67	52	Appendix-I	Service Metrics for Incident Management	What is the last 6 months average monthly Service Request (SR) count?	Details will be shared with the successful bidder.
68	52	Appendix-I	Service Metrics for Incident Management	It is assumed that Incident, Change, SR and problem management processes are ITIL compliant and all work comes through ITSM tool and there are no adhoc request raied through email, chat, phone and in person. Please confirm.	These are to be managed as per Bank's requirement.

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69	52	Appendix-I B. Service Metrics for Incident Management	System is up but not serving the purpose because of any issue such as firewall/certificate/user expiry attributed to the vendor lapses etc.	The sole purpose of this RFP is to monitor, support and break-fix middleware components. All such components are from third party vendor or OEM. The support team from the bidder shall not be penalized due to delay from vendor or vendor lapses. Please confirm if this understanding is correct.	Details are specified in the relevant RFP sections.
70	52	Appendix-I B. Service Metrics for Incident Management	Utilization of resources (CPU, Memory, Storage) more than 90% of any server impacting the performance.	Utilization of resources is depend on various parameters, the job of support team is to monitor, support and perform housekeeping for resource utilization. The support team shall not be levied with penalties if resource utilization increases due to aspects that are not directly attributed to the support team of the bidder.	Details are specified in the relevant RFP sections.
71	53	Appendix-I	Service metric for RTO/RPO	In last 1 year, how many times DR was invoked due to an outage?	Details will be shared with the successful bidder.
72	53	Appendix-I	Service metric for RTO/RPO	What is the average RTO and RPO for last 1 year? Were there any miss in RTO/RPO during a real restoration process or a DR drill test.	Details will be shared with the successful bidder.
73	53	Appendix-I	Service metric for RTO/RPO	How often the DR tests are conducted?	As per Bank's defined IT & IS Policy. Details will be shared with the successful bidder.
74	53	Service metric for RTO/RPO	Switch over between PR and DR	Please share SOP for DC-DR Drill and latest report on successful DC-DR Drill along with Tools which were used and Time Taken for Switchover and Switch Back. This shall help bidder to understand current environment and shall result in providing right set of skilled resources.	Details are specified in the relevant RFP sections. Further details will be shared with the successful bidder.
75	54	Appendix I, Penalty,B Service Metrics for Incident Management:	Sum total of all penalties for the month will not exceed more than 20% of the monthly bill.	Kindly Confirm the maximum cap of in Penalty? Is this penalty mentioned here over and above the Liquidated Damage? Please let us if Is this penalty is over and above LD? Is there a overall penalty cap for the project value?	Details are specified in the relevant RFP sections.
76	54	Appendix-I Penalties	Note: Sum total of all penalties for the month will not exceed more than 20% of the monthly bill.	If there is a situation where the penalties are more than 20%, what action will be taken by the Bank?	Details are specified in the relevant RFP sections.
77	54	Penalty for RTO/RPO	Note: Sum total of all penalties for the month will not exceed more than 20% of the monthly bill.	As per industry standards, we request you to keep the maximum penalty cap at 10%.	No change in RFP terms/Clauses.

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78	55	Appendix-J Service Level Agreement		Is this to be executed on Stamp-paper? Value of stamp-paper? Is there any scope for discussion or modification to clauses in the SLA?	1. Yes this will be executed on Stamp-paper. 2. Stamp Value depends upon the actual Project cost and the prevailing rates in respective state. 3. Query is not clear.
79	59	“EOI” shall mean REQUEST FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE vide RFP No. SBI/GITC/IT-Partner Relationship/2023/2024/1042 Dated: 22.09.2023 and unless otherwise specifically stated under this Agreement shall also include the Empanelment Agreement executed between the Bank and Service Provider in pursuant to EOI.	“EOI” shall mean REQUEST FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE vide RFP No. SBI/GITC/IT-Partner Relationship/2023/2024/1042 Dated: 22.09.2023 and unless otherwise specifically stated under this Agreement shall also include the Empanelment Agreement executed between the Bank and Service Provider in pursuant to EOI.	<u>Request SBI team to consider for deletion part of the clause as such vide obligations, to which NSEIT is not privy to any contract, shall not be included in the Agreement. In case of any additional modifications or amendments are required under the Agreement, it should be mutually agreed by the Parties:</u> “EOI” shall mean REQUEST FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE vide RFP No. SBI/GITC/IT-Partner Relationship/2023/2024/1042 Dated: 22.09.2023 and unless otherwise specifically stated under this Agreement shall also include the Empanelment Agreement executed between the Bank and Service Provider in pursuant to EOI.	No change in RFP terms/Clauses.
80	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 <i>"The terms not defined in this agreement shall be understood in technical sense in accordance with the industrial practices."</i>	No change in RFP terms/Clauses.

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81	61	1.3.2	This Agreement shall be in force for a period of _____ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>This Agreement shall be in force for a period of _____ year(s) from Effective Date, unless terminated by the <i>either Party Bank</i> by notice in writing in accordance with the termination clauses of this Agreement.</p>	No change in RFP terms/Clauses.
82	61	Scope of Work Section 2.2	The Bank may, at its sole discretion, provide remote access to its information technology system to IT Service Provider through secured Virtual Private Network (VPN)	We assume that the cost of VPN licenses shall be borne by SBI.	VPN Licenses will be provisioned by Bank
83	62	3.1.1	Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax deducted at source (TDS) thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.</p>	No change in RFP terms/Clauses.
84	62	Scope of Work Section 2.1.5	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	Please confirm if you require all resources to be housed at bidder's premises i.e. single location.	Details are specified in the relevant RFP sections.

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Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
85	63	3.4.2	<p>The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.</p>	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>The Bank may withhold payment of any product/services that it disputes in good faith, <i>provided, however, that such disputes are raised by the Bank within 15 days from the date of receipt of invoice. If no dispute is raised by the Bank within 15 days, the invoice shall be deemed to undisputed. Further, Bank</i> may set-off penalty amount or any other amount which is <i>mutually agreed between the Parties</i> Service Provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider, <i>for reasons solely attributable to Service Provider</i>, shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.</p>	No change in RFP terms/Clauses.
86	66	4.2 (f)	Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than <i>15 day of becoming aware hour of detection</i> .</p>	No change in RFP terms/Clauses.
87	67	5. REPRESENTATIONS &WARRANTIES	NA	Request relaxation in clause and any pre-existing IPR in the deliverables will still be with DTTILLP.	No change in RFP terms/Clauses.
88	67	5.2 Additional Representation and Warranties by Service Provider	5.2.5 - Service provider shall ensure that all persons, employees, workers and other individuals engaged by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks.	Which other necessary due diligence check are required by the SBI?	As per the Bank's defined Vendor on-boarding process. Details will be shared with the successful bidder.
89	67	5.2 Additional Representation and Warranties by Service Provider	5.2.6 - Service Provider warrants that at the time of delivery the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code	Since this RFP is for middleware component support, we assume that this clause is not applicable. Please confirm.	Yes.

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Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
90	67	5.2.1	Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>"Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, <i>as mutually agreed between the Parties in the respective SOWs executed under this Agreement .</i>"</p>	No change in RFP terms/Clauses.
91	67	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.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>"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>"</p>	No change in RFP terms/Clauses.
92	68	6.1	Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank. The Service provider shall indemnify and keep fully and effectively indemnified and hold harmless the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>"Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may <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. The Service provider shall indemnify and keep fully and effectively indemnified and hold harmless the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider. <i>However, all indemnities, if any, arising out of or in relation to this Agreement can be brought against Service Provider within 2 years from the date of termination of this Agreement.</i></p> <p><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></p>	No change in RFP terms/Clauses.

PRE-BID QUERIES RESPONSES

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Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
93	68	5.2 Additional Representation and Warranties by Service Provider	5.2.7 - Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank	On page 62 section 2.1.5 SBI has mentioned providing VPN connection but on Page 68 it mentioned that personnel shall be present at bank premises. Please confirm location of personnel.	Onsite support to be provided by the successful bidder. The current location is Navi Mumbai, however this may change if need arises (as per Bank's discretion)
94	68	5.2.7	Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.	<u>Request SBI team to consider the below modified changes:</u> Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct (<i>within the local area of such city</i>), only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.	No change in RFP terms/Clauses.
95	68	5.2.9	During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.	<u>Request SBI team to consider the below modified changes:</u> During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, <i>for reasons solely attributable to Service Provider</i> , Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished <i>only in such case where the Service Provider has defaulted and not render services or product as per the instructions of the SBI. In such case, Service Provider shall</i> without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank <i>replace or repair the software</i> .	No change in RFP terms/Clauses.
96	69	9	If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the 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 05 % of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement	<u>Request SBI team to consider the below modified changes:</u> If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the 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 <i>0.5% of delayed value of the total</i> Project cost of each week or part thereof, maximum upto 05% of the <i>delayed value of total</i> Project cost . Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	No change in RFP terms/Clauses.

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Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
97	69	(Add as) 6.3	General Indemnity	<p><u>Request SBI team to consider the below modified changes:</u></p> <p><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 (a) procure that notice of such third party claim is promptly given to the Service Provider and (b) not make (or, as appropriate, shall co-operate to procure that any other user or associate shall not make) any admission of liability, agreement or compromise with any person, body or authority in relation to any such third party claim without obtaining the Service Provider's prior written consent. The Service Provider shall at its own cost be entitled to defend any such claim and take all such actions as may be required in respect thereof at its sole discretion. The Bank shall not settle any such claim without the consent of the Service Provider. The aforesaid shall prevail over and supersede any other provision relating to third party IPR claims wherever contained"</i></p>	No change in RFP terms/Clauses.
98	69	LIQUIDATED DAMAGES	NA	Request for addition of clause - to incorporate that "the LD will be applicable only if the delay is solely attributable to the Consultant / Bidder"	No change in RFP terms/Clauses.
99	70	15.1	Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p><i>Subject to payment of all dues payable by the Bank, Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.</i></p>	No change in RFP terms/Clauses.
100	71	16.2	Notwithstanding anything contrary contained in this Agreement, the Bank may cancel the respective Purchase Order/SOW immediately by giving written notice to Service Provider, if Service Provider fails to meet the delivery schedule/timelines as defined in this Agreement and/or respective Purchase Order(s)/SOW.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>Notwithstanding anything contrary contained in this Agreement, the Bank may cancel the respective Purchase Order/SOW immediately by giving written notice to Service Provider (<i>of at least 30 days or such extended period which may be required to cure the breach</i>), if Service Provider fails to meet the delivery schedule/timelines as defined in this Agreement and/or respective Purchase Order(s)/SOW.</p>	No change in RFP terms/Clauses.

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Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
101	71	16.3	The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p><i>Either Party The Bank</i>, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the <i>either Party's Bank's</i> convenience, the extent to which <i>either party has not fulfilled its obligations under this Agreement due to which performance of the Service Provider under</i> the contract is terminated, and the date upon which such termination becomes effective. In the event of termination of the Agreement for the <i>either Party's Bank's</i> convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.</p>	No change in RFP terms/Clauses.
102	71	16.4	In the event the Bank terminates the Agreement or respective Purchase Order/SOW in whole or in part for the breaches attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement or respective Purchase Order to the extent not terminated.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>In the event the Bank terminates the Agreement or respective Purchase Order/SOW in whole or in part for the breaches <i>solely</i> attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement or respective Purchase Order to the extent not terminated.</p>	No change in RFP terms/Clauses.

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Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
103	70-71	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><u>Request SBI team to consider addition of the following clause:</u></p> <p>"The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement/respective Purchase Order/SOW in whole or in part:</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 in RFP terms/Clauses.
104	72	(Add as) 16.9	Termination for default	<p><u>Request SBI team to consider addition of below clause:</u></p> <p><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 theBank 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 in RFP terms/Clauses.
105	72	16.5 (iii)	If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.	Request SBI to amend the clause as "If any <i>willful</i> 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."	No change in RFP terms/Clauses.

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Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
106	73	17	<p>DISPUTE REDRESSAL MACHANISM & GOVERNING LAW:</p> <p>17.4 Service Provider shall continue work under the Agreement/SOW during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.</p>	<p><u>Request SBI team to consider the below modified changes:</u></p> <p><i>Service Provider Either Party</i> shall continue fulfil its obligations work under the Contract/SOW during the arbitration proceedings unless otherwise <i>mutually agreed for discontinuations of service</i> 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>	No change in RFP terms/Clauses.
107	73	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><u>Request SBI team to consider for deletion of the whole clause:</u></p> <p>The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the respective Purchase Order Value & 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.</p>	No change in RFP terms/Clauses.

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Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
108	73	20	<p>The maximum aggregate liability of Service Provider under the empanelment Agreement, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed Rs. 10,00,000/- (Rupees Ten Lakh only) or equivalent to amount of Performance Security in form of Bank Guarantee [BG] submitted by Service Provider in pursuant to this RFP, whichever is greater. The maximum aggregate liability of Service Provider under the respective LIMITED TENDER ENQUIRY and SOW to be entered in pursuant to such LIMITED TENDER ENQUIRY, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this LIMITED TENDER ENQUIRY/SOW shall not exceed the total Purchase Order Value agreed to be paid under such Purchase Order giving rise to such claims or equivalent to amount of Performance Security in form of Bank Guarantee [BG] submitted by Service Provider in pursuant to respective LIMITED TENDER ENQUIRY, whichever is greater.</p>	<p><u>Request SBI team to consider the below modified changes:</u></p> <p><i>Notwithstanding anything contained under this Agreement, the maximum aggregate liability of Service Provider under the empanelment Agreement, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed fees paid by the Bank in the preceding twelve (12) months under the relevant SOW under which the claim arise Rs. 10,00,000/- (Rupees Ten Lakh only) or equivalent to amount of Performance Security in form of Bank Guarantee [BG] submitted by Service Provider in pursuant to this RFP, whichever is greater.</i></p> <p><u>The below clause is the repetition of the above statement. Request for deletion of the same.</u></p> <p><i>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.</i></p>	No change in RFP terms/Clauses.
109	73	21	<p>For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.</p>	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>"For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, pandemic, government imposed lockdown, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any reasonably foreseeable events, commercial considerations or those involving fault or gross negligence on the part of the party claiming Force Majeure."</p>	No change in RFP terms/Clauses.

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Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
110	74	23.7	ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority: (i) This Agreement; (ii) Annexure of Agreement; (iii) Purchase Order No._____ dated _____; (iv) RFP; and (v) EOI	<u>Request SBI team to consider the below modified changes:</u> "The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority: (i)This Agreement; (ii) Annexure of Agreement; (iii) Purchase Order No._____ dated _____; (iv) RFP; and (v) EOI	No change in RFP terms/Clauses.
111	74	23. GENERAL TERMS & CONDITIONS	TRAINING: Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed Services	How many officials needs to be trained? Which components of middleware to be considered for training? E.g. Oracle RAC, Weblogic, IIS, RHEL/Windows OS. Is SBI is looking at System Administration Training? Where shall the bidder factor the cost of such training? E.g. Trainer, Training Venue, OEM Charges for Training Subscriptions.	Details will be shared with the successful bidder.
112	75	(Add as) 23.11	Assignment	Request SBI to add the clause for Assignment as: <i>"Either Party shall have the right to assign this Agreement in whole or in part to any third party with other Party's prior approval."</i>	No change in RFP terms/Clauses.
113	77	5. Risk Management	Service Provider shall identify and document the risk in deliveri	Requesting SBI to kindly share current Risk Register so that all bidder will have clarity on Risk Exists / Eliminated so far.	Details will be shared with the successful bidder.
114	82	Transition & Knowledge Transfer Plan	6. Transfer of Configuration Management Database	Which tool is currently being used as CMDB? We assume that SBI shall allow using its existing CMDB tool to the selected bidder. Please confirm.	Details will be shared with the successful bidder.
115	86	Transition & Knowledge Transfer Plan	8. Transfer of Software Licenses	Since this RFP is for middleware component support, we assume that this clause is not applicable. Please confirm.	Yes.
116	87	Transition & Knowledge Transfer Plan	9. Transfer of Software	Since this RFP is for middleware component support, we assume that this clause is not applicable. Please confirm.	Yes.
117	88	Transition & Knowledge Transfer Plan	15. Training Services on Transfer	Since this RFP is for middleware component support, we assume that this clause is not applicable. Please confirm.	Details are specified in the relevant RFP sections.

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Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
118	93	Appendix - K	Non Disclosure Agreement	Should the NDA be submitted along with Technical Proposal on letterhead or stamp paper? If stamp paper is required, please confirm the denomination.	1. Yes this will be submitted on Stamp-paper. 2. Stamp denomination will be based on the prevailing rules as per the respective state. (Presently its Rs600/-)
119	-	-	-	What level of detail of our capabilities required to be submitted as part of response to RFP? - Is a single file to be uploaded to eTender portal? - Order of documents to be uploaded? - Size limit of file(s) on eTender portal?	Please contact the eTender company for further details.
120				Laptops/Desktops to support team would be provided by SBI or Service provider?	Desktops at the SBI onsite premises will be provided by Bank
121				Please share the ticket dump for last 6 months	Details will be shared with the successful bidder.