

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Response
1	60	Penalty on violation of SLAs - Penalty for Non-Performance of SLA	10% of One Day Billed amount for (1) System Administrator Associate for every 30 mins with maximum up to One day billed amount.	Kindly add a clause that only in cases where the SLA breach is solely attributable to PwC resource	As per RFP
2	70	2. 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.	Assumng that Bank will share the compatible make and model of laptop / desktop on which the Bank VPN can be configured	Laptops will be arranged by selected service provider, if required.
3	70	2. Scope of work	2.1.3. Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.	Assuming that the Bank will share the OS hardening configurations followed at the Bank	Hardening Configurations will be provided by Bank to the successful bidder
4	84	Annexure A - DELIVERABLES/SCOPE OF WORK	Job Description of System Administrators: Windows and Non Windows  Any other activity as per the requirement	Assuming that the Bank will have a specific list of activities and would be related to Windows and Non-Windows OS administration ONLY	As per RFP
5	85	Annexure A - Onboarding of resources	Bank will not bear candidates travelling charges, visit charges or any other form of charges	In case candidate is requested to travel to other remote locations, it is assumed the Bank will provide travelling, food and accomodation expenses	As per RFP - to be provided by the selected service provider
6		Appendix E	In case, the resource is not found suitable. Bank will remove the resource immediately and no payment will be done for such resources, even if they continue in project.	Request you to change the clause to allow for 1 month of switchover KT where the existing resource is kept on payroll	As per RFP
7		Appendix E	The successful bidder will be required to deploy the resources on all the days including Sundays/public holidays/Bank holidays as applicable to the state of Maharashtra as per the requirement of the Bank during a month	PwC follows a 5 day workweek for resources. In case resources are required for more than 5 days per week, a roster with additional resources might need to be considered	As per RFP
8	58	Appendix I	NA	Request you to cap the total penalties to 10% of yearly PO value	As per RFP
9	59	Appendix I	In the event, resource is non-available at the Desk, during the agreed service business hours, then the Bank may charge Vendor for the non-availability of the resource. However, delay due to gate pass or any issue related to bank's environment will not be considered under penalty	Request you to please cap the penalty to the days the resource is not present * rate per day. Further, in case of extremem situations like death, sickness, accidents request you to waive this penalty	As per RFP
10	60	Appendix I - Penalty on violation of SLAs	Server Health monitoring and maintaining server uptime (99.95%)	What is the current server uptime? In case the current server uptime is less than the SLA, a joint call needs to be taken for a plan of action to take the uptime to the mentioned SLA. Penalty clause shall be applicable post the mutually agreed timeline	As per RFP and Current server uptime is 99.95%

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11	60	Appendix I - Penalty on violation of SLAs	Maintaining database uptime (99.95%) (applicable when downtime is due to resource activities)	What is the current Database uptime? In case the current server uptime is less than the SLA, a joint call needs to be taken for a plan of action to take the uptime to the mentioned SLA. Penalty clause shall be applicable post the mutually agreed timeline	As per RFP and Current Database server uptime is 99.95%
12	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.	<b><u>Request SBI team to consider the below modified changes:</u></b> “ <b>Total Contract Price/Project Cost/TCO</b> ” means the price payable to Service Provider over the entire period of Contract for the <i>services rendered under</i> full and proper performance of its contractual obligations.	As per RFP
13	23	24	Bank Guarantee	In any case, upon expiration of Performance Bank Guarantee (PBG) or the Agreement, SBI shall return the PBG within 15 days of its expiry. If not, the same shall be deemed to be released and the obligation referred therein or in connection therewith shall stand null and void.	As per RFP
14	25	29	Sub-contracting	Please confirm, in case of merger or sale of substantial assets of the Bidder to any third party shall be covered under this Clause and the Bidder needs to notify regarding the same to SBI team and execute the Novation Agreement wherein all the terms and conditions as agreed hereunder shall be transferred to the third Party, who shall be under obligation to perform all such services.	As per RFP
15	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.	<b><u>Request SBI team to consider the below modified changes:</u></b> 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.	As per RFP
16	26	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.	<b><u>Request SBI team to consider the below modified changes:</u></b> 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> .	As per RFP
17	26	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.	<b><u>Request SBI team to consider the below modified changes:</u></b> 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.	As per RFP

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18	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 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	<p><b><u>Request SBI team to consider the below modified changes:</u></b></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 <i>delayed value of such SOW under which the claim arises</i> total Project Cost for delay of each week or part thereof, <i>subject to</i> maximum up to <b>5% 10%</b> of <i>delayed value of</i> the total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.</p>	As per RFP
19	28	47 (ii)	Prices quoted should be exclusive of all GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (Appendix- F).	Request SBI team to confirm that any additional expenses including 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.	As per RFP
20	68	1.1.9	“EOI” shall mean REQUEST FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE vide RFP No. SBI/GITC/IT-Partner Relationship/2023/2024/1042 Dated: 22.09.2023 and unless otherwise specifically stated under this Agreement shall also include the Empanelment Agreement executed between the Bank and Service Provider in pursuant to EOI.	<p><b><u>Request SBI team to consider for deletion part of the clause:</u></b></p> <p>“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 <del>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.</del></p>	As per RFP
21	69	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 <b><i>"The terms not defined in this agreement shall be understood in technical sense in accordance with the industrial practices."</i></b>	As per RFP
22	82	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><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p>This Agreement shall be in force for a period of _____ year(s) from Effective Date, unless terminated by the <b><i>either Party</i></b> <del>Bank</del> by notice in writing in accordance with the termination clauses of this Agreement.</p>	As per RFP

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23	71	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><b><u>Request SBI team to consider the below modified changes:</u></b></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 <del>income</del> tax <b><i>deducted at source (TDS)</i></b> 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>	As per RFP
24	72	3.4.2	The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.	<p><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p>The Bank may withhold payment of any product/services that it disputes in good faith, <b><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></b> may set-off penalty amount or any other amount which is <b><i>mutually agreed between the Parties</i></b> <del>Service Provider owes to the Bank against amount payable to Service provider under this Agreement.</del> 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, <b><i>for reasons solely attributable to Service Provider,</i></b> 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>	As per RFP
25	74	4.2 (i) (f)	Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.	<p><b><u>Request SBI team to consider the below modified changes:</u></b></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 <b><i>15 day of becoming aware</i></b> <del>hour</del> of detection .</p>	As per RFP

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26	76	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, <del>machinery, material and methods.</del>	<b><u>Request SBI team to consider the below modified changes:</u></b> "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> "	As per RFP
27	76	5.2.5	Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.	<b><u>Request SBI team to consider the below modified changes:</u></b> "Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested <i>during the term of the Agreement .</i> "	As per RFP
28	76	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.	<b><u>Request SBI team to consider the below modified changes:</u></b> 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 <del>occupational health or safety policies of the Bank</del>	As per RFP
29	77	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.	<b><u>Request SBI team to consider the below modified changes:</u></b> 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>	As per RFP

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30	77	6.1	<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 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>	<p><b><u>Request SBI team to consider the below modified changes:</u></b></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. <b><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></b></p> <p><b><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></b></p>	<p>As per RFP</p>

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31	77	(Add as) 6.3	General Indemnity	<p><b><u>Request SBI team to consider the below modified changes:</u></b></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</i></p> <p><i>(a) procure that notice of such third party claim is promptly given to the Service Provider and</i></p> <p><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></p> <p><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></p> <p><i>The aforesaid shall prevail over and supersede any other provision relating to third party IPR claims wherever contained"</i></p>	As per RFP
32	78	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><b><u>Request SBI team to consider the below modified changes:</u></b></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>	As per RFP

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33	79	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>(a) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement/SOW, or any extension thereof granted by the Bank;</p> <p>(b) If Service Provider fails to perform any other obligation(s) under the Agreement/SOW;</p> <p>(c) Violations of any terms and conditions stipulated in the RFP/ Agreement/SOW;</p> <p>(d) On happening of any termination event mentioned herein above in this Agreement/SOW.</p>	<p><b><u>Request SBI team to consider addition of the following clause:</u></b></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><b><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></b></p>	As per RFP
34	79	16.2	<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, if Service Provider fails to meet the delivery schedule/timelines as defined in this Agreement and/or respective Purchase Order(s)/SOW.</p>	<p><b><u>Request SBI team to consider the below modified changes:</u></b></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 (<b><i>of at least 30 days or such extended period which may be required to cure the breach</i></b>), if Service Provider fails to meet the delivery schedule/timelines as defined in this Agreement and/or respective Purchase Order(s)/SOW.</p>	As per RFP
35	80	16.3	<p>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>	<p><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p><b><i>Either Party The-Bank</i></b>, 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 <b><i>either Party's Bank's</i></b> convenience, the extent to which <b><i>either party has not fulfilled its obligations under this Agreement due to which performance-of-the Service Provider under</i></b> the contract is terminated, and the date upon which such termination becomes effective. In the event of termination of the Agreement for the <b><i>either Party's Bank's</i></b> convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.</p>	As per RFP



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36	80	16.4	In the event the Bank terminates the Agreement or respective Purchase Order/SOW in whole or in part for the breaches attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement or respective Purchase Order to the extent not terminated.	<p><b><u>Request SBI team to consider the below modified changes:</u></b></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, <del>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.</del> 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>	As per RFP
37	80	16.5 (iii)	If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.	Request SBI to amend the clause as "If any <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."	As per RFP
38	81	(Add as) 16.9	Termination for default	<p><b><u>Request SBI team to consider addition of below clause:</u></b></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 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>	As per RFP
39	81	17	<p><b>DISPUTE REDRESSAL MACHANISM &amp; GOVERNING LAW:</b></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><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p><del>Service Provider</del> <i>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 directed by the Bank</i> or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.</p>	As per RFP

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40	81	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 &amp; 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 &amp; SOW, before the finally selected Bidder(s) proceeds with the change.</p>	<p><b><u>Request SBI team to consider for deletion of the whole clause:</u></b></p> <p><del>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 &amp; 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.</del></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 &amp; SOW, before the finally selected Bidder(s) proceeds with the change.</p>	As per RFP

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Response
41	81	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><b><u>Request SBI team to consider the below modified changes:</u></b></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 <b>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.</b></i></p> <p><b><u>The below clause is the repetition of the above statement. Request for deletion of the same.</u></b></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>	As per RFP
42	81	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><b><u>Request SBI team to consider the below modified changes:</u></b></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, <b>pandemic, government imposed lockdown</b>, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding <b>reasonable</b> performance of Service Provider and / or Sub-Contractor but does not include any reasonably foreseeable events, commercial considerations or those involving fault or <b>gross</b> negligence on the part of the party claiming Force Majeure."</p>	As per RFP

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Response
43	83	23.7	<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;  (ii) Annexure of Agreement;  (iii) Purchase Order No. _____ dated _____;  (iv) RFP; and  (v) EOI</p>	<p><b><u>Request SBI team to consider the below modified changes:</u></b>  "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 _____;  <del>(iv) RFP; and</del>  <del>(v) EOI</del></p>	As per RFP
44	83	-	Assignment	<p>Request SBI to add the clause for Assignment as:  <b><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></b></p> <p>Further, please confirm, in case of merger or sale of substantial assets of the Bidder to any third party shall be covered under this Clause and the Bidder needs to notify regarding the same to SBI team and execute the Novation Agreement wherein all the terms and conditions as agreed hereunder shall be transferred to the third Party, who shall be under obligation to perform all such services.</p>	As per RFP

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Response
45	124	Appendix-N Clause 5.1	<p>Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:</p> <p>ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.</p> <p>iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.</p> <p>v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.</p> <p>vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.</p> <p>vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.</p>	<p>Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with <del>or without</del> the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:</p> <p><del>ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore .</del></p> <p><del>iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.</del></p> <p><del>v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.</del></p> <p><del>vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.</del></p> <p>vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of <b>two five</b> years, which may be further extended at the discretion of the BUYER.</p> <p><del>ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.</del></p>	As per RFP
46	125	Appendix-N Clause 5.2	The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.	The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with <del>or without</del> the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.	As per RFP
47		General	PCMS	Please confirm <b>PCMS</b> means <b>Oracle Profitability and Cost Management</b>	Prepaid Card Management System

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Response
48	36	Bidder's Eligibility	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.	Do you require client references wherein the bidder has supported EXADATA and PCMS	DBA/DBA having experience on Exadata
49	48	DB Administration	a. 24x7x365/366 database monitoring and underlying assets for storage, tablespace, disk group, etc., and reporting the data using OEM tool or Bank's provided APM tool or manually as per the Bank's need.	There are total 9 DBA required as per RFP. We assume that the 24x7 shifts will be managed with these 9 DBA with rotation. Please confirm.	As per RFP
50		General	General	Please confirm the Knowledge Transfer period once new bidder is selected	As per RFP
51		General	General	We assume that during Knowledge Transfer period SLAs shall not be applicable. Please confirm	As per RFP
52	82	23. GENERAL TERMS & CONDITIONS	TRAINING: Service Provider shall train designated Bank officials	We assume that this clause is not relevant. Please confirm.	As per RFP
53	92-95	ANNEXURE B ANNEXURE D	INFRASTRUCTURE MANAGEMENT METRIX	We assume that the Annexure-B and D are a standard table from RFP template and shall not be the part of final agreement or applicable for Penalties under this RFP Scope. Please confirm.	As per RFP