

RPF FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE
Ref: SBI/GITC/IT-Partner Relationship/2024-25/1042-II
Dated 21.06.2024
IT- Partner Relationship Department

RESPONSE TO PRE BID QUERIES

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query / Suggestion	Bank's Response
1				Thank you for the intimation on the RFP on niche technology. We have already participated in this RFP earlier where we have paid the EMD was paid and refunded. Please find attached latest communication from SBI. We are excited to be part of SBI for this requirement if we can both agree on below legal terms and condition. 1. Limitation of Liability – Capped with the contract amount 2. UST can indemnify for UST scope of work not for 3rd party claims	No change in RFP terms.
2	7			We are already empaneled through RFP floated with Ref: SBI/GITC/IT-Partner Relationship/2023/2024/1042 Dated 22.09.2023. Kindly confirm if we need to get re-empaneled as per new RFP circulated on 21.06.2024.	As per RFP dated 21.06.2024, it has been clearly mentioned that already empaneled vendors need not apply afresh unless they seek change in Category of Empanelment. We reiterate that it is not a new empanelment but only a window that has been opened in existing Original RFP no 1042 dt 22.09.2023 for empanelment of additional vendors which will be valid till 25.12.2026 (co-terminus with original empanelment).
3				We are, a newly incorporated startup interested in empanelling with SBI as a part of this RFP . We have a customer relationship with SBI Startup branch , Koramangala. As we are a small startup and already there is relaxation for startups in the RFP, request if this condition of "The Bidder should have minimum 750 IT Human Resources on its pay roll in India at the time of submission of Bid excluding those who are working in BPOs" be relaxed for startups which are having accounts in startup to a very minimal number in order to accomodate startups.	No change in RFP terms.
4	52	Appendix-B - Eligibility Criteria	Eligibility criteria mentioned at Sl No 3 to 5 and 11 in table above are relaxed for Startups subject to their meeting of quality and technical specifications.	Appreciate your help in relaxation of this for category III.	No change in RFP terms.
5	52	Appendix-B - Eligibility Criteria	The Bidder should have minimum 5000 IT Human Resources on its pay roll in India at the time of submission of Bid excluding those who are working in BPOs.	Request you to relax the Eligibility criteria mentioned in SL No 3 to 5 and 11 for Startup and MSMEs to qualify in all 3 categories.	No change in RFP terms.
6	10	4. Scope of Work	Category of resources	Request you to relax the Eligibility criteria mentioned in SL No. 10 in Category I & Category II for MSMEs to qualify in all 3 categories.	No change in RFP terms.
7	10	4. Scope of Work	Category of resources	Please provide more detailed information on the Number of years of experience required for specific roles and responsibilities expected under each category of resources mentioned in the RFP.	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empaneled vendors.

8	27	34. SERVICE PROVIDER'S OBLIGATIONS	Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.	Request you to confirm the location wherein the required Number of resources will be deployed. Reasonable reasons and evidences to be provided by Bank for misdemeanours of personnel	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
10	10	4. Scope of Work	Category of Resources: Application tester	Please elaborate the Application tester profile required	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
11	36	43. TERMINATION FOR CONVENIENCE	The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract/ SOW/ PO, in whole or in part, for its convenience.	Change it to: Either Party, by written notice of not less than 90 (ninety) days, may terminate the Contract/ SOW/ PO, in whole or in part, for its convenience.	No change in RFP terms.
12	50	Appendix B- Bidders Eligibility criteria: For category three Bidders- Point 6	The Bidder should have successfully completed contract of Rs.10 Cr or above from a single client in providing Human Resources for IT services (project and/or T&M basis) in BFSI sector during any of the last five financial years.	How many client references required for this criteria?	Please refer to RFP.
13		General		Suggestion: Please add the requirement for QA Services Standards like ISO 17025, ISO 9001 and ISO 27001 in eligibility criteria.	No change in RFP terms.
14	10	Part 1 Section 4	SCOPE OF WORK	Are there any particular skill set you are looking with respect to technology stack and data science (Gen AI) apart from existing systems and machine learning?	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
15	10	Part 1 Section 4	SCOPE OF WORK	Expected years of experience in technical skills and banking domain knowledge	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
16	19	Part 1 Section 16	TECHNICAL EVALUATION	Could you elaborate on demonstration of proposed Services and site visits as a part of technical evaluation?	Please refer to RFP.
17	14	Section 9	Earnest Money Deposit	When the EMD amount is to be deposited?	At the time of submitting of BID document. For further details, please refer to RFP.
18	46	Appendix-B Point 6	Client references and contact details (email/ landline/ mobile) of customers to whom the Bidder has provided IT Human Resources. in India	Request to please consider Global exp also	No change in RFP terms.
19	50	Eligibility Criteria – 6	Client references and contact details (email/ landline/ mobile) of customers to whom the Bidder has provided IT Human Resources. in India. (Start and End Date of the Project to be mentioned) in the past (At least 03 client references are required and all must be from BFSI sector)	We are niche firm with experience into Life science /pharma / consumer package goods. We would request SBI team to consider non BFSI experience as well in addition to BFSI.	No change in RFP terms.
20	51	Eligibility Criteria – 10	The Bidder should have minimum 750 IT Human Resources on its pay roll in India at the time of submission of Bid excluding those who are working in BPOs.	We would request SBI to relax this clause to 180+ resources.	No change in RFP terms.
21	51	Eligibility Criteria – 11	The Bidder should have successfully completed contract of Rs.10 Cr or above from a single client in providing Human Resources for IT services (project and/or T&M basis) in BFSI sector during any of the last five financial years.	The criteria of 10 Cr. Value is expected from one SOW or this can be across multiple projects for one particular client. We request you to consider this across multiple engagement for one client	Please refer to RFP. No change in RFP terms.

22	89	15.5	SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at Bank's _____Premises, at such times, during business hours as Bank may reasonably request. Each training course will last for _____hours. Bank may enroll up to _____ of its staff or _____ employees of the new/replacement service provider in any training course, and Service Provider shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than _____ years of experience in operating _____ software system. SERVICE PROVIDER shall provide the _____ training without any additional charges.	The Training and Knowledge Transfer will be done in GITC Belapur, or any other locations?	The Training and Knowledge Transfer will be done where the project is implemented and resources are deployed, or as decided by the Bank.
23	47	Sr. No 3	Category II -The Bidder must have an average turnover of minimum Rs.400 crore during last 03 (three) financial year(s) i.e. FY20 21, FY 21-22 and FY 22-23.	As per GOI guidelines, in case of MSME and startup turnover is waived. Hence, you are requested to provide exemption for these eligibility criteria to MSME and startup.	No change in RFP terms.
24	10	General Query	General Query	We are already empanelled with the bank for a similar category of resources as per Bid Ref No: SBI/GITC/IT-Partner Relationship/2023/2024/1042 dated 22.09.2023 and Letter Ref No. GITC/IT-PR/2023-24/112 dated 26.12.2023. Can you Please clarify the difference between these two Empanelment?	As per RFP dated 21.06.2024, it has been clearly mentioned that already empanelled vendors need not apply afresh unless they seek change in Category of Empanelment. We reiterate that it is not a new empanelment but only a window that has been opened in existing Original RFP no 1042 dt 22.09.2023 for empanelment of additional vendors which will be valid till 25.12.2026 (co-terminus with original empanelment).
25	7	Clause 1 Pt# vil	This RFP document shall be read in conjunction with the RFP no. SBI/GITC/Partner Relationship/2023/2024/1042 dated 22/09/2023. In case of variance in clauses between the RFPs, clauses of the present RFP shall prevail.	Since we do not have access to the stated RFP no SBI/GITC/Partner Relationship/2023/2024/1042 dated 22/09/2023, requesting the Bank to share the same with us at this time. Also, it will help if the Bank can elaborate on how this RFP is similar or different from the earlier identified RFP and reasons for issuing this RFP within 6 months of issuing a similar RFP previously.	RFP No.SBI/GITC/Partner Relationship/2023/2024/1042 dated 22.09.2023 is available on Banks website. As per RFP dated 21.06.2024, it has been clearly mentioned that already empanelled vendors need not apply afresh unless they seek change in Category of Empanelment. We reiterate that it is not a new empanelment but only a window that has been opened in existing Original RFP no 1042 dt 22.09.2023 for empanelment of additional vendors which will be valid till 25.12.2026 (co-terminus with original empanelment).
26	7	Clause 1 Pt# vil	This RFP document shall be read in conjunction with the RFP no. SBI/GITC/Partner Relationship/2023/2024/1042 dated 22/09/2023. In case of variance in clauses between the RFPs, clauses of the present RFP shall prevail.	Was the previous RFP no SBI/GITC/Partner Relationship/2023/2024/1042 dated 22/09/2023 awarded? If yes, kindly state the names of the vendor(s) who were awarded the same and empanelled as of today.	i Tech Mahindra Limited ii Deloitte Touche Tohmatsu India LLP iii Mphasis Limited iv Ernst & Young LLP v KPMG India Services LLP vi Kyndryl Solutions Pvt Ltd vii PricewaterhouseCoopers Services LLP viii Bahwan Cybertek Pvt Ltd ix Expleo Solutions Limited x NSEIT Limited xi Quality Kiosk Technologies Pvt Ltd xii Aarav Global Products & Services Pvt Ltd xiii C-edge Tech Ltd xiv Neosoft Private Limited

27	7	Clause 1 Pt# vil	This RFP document shall be read in conjunction with the RFP no. SBI/GITC/Partner Relationship/2023/2024/1042 dated 22/09/2023. In case of variance in clauses between the RFPs, clauses of the present RFP shall prevail.	What was the period of empanelment of the previous RFP?	3 Years, upto 25.12.2026
28	10	Clause 4	Category of resources table	Requesting the Bank to provide a tentative expected volumes of resources by individual skill set expected to be onboarded annually. If the projections for this year are unavailable, requesting the Bank to provide this data by each skillset for the previous 3 fiscal years.	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
29	11	Clause 4	The Applicants will be empanelled till 25th December 2026 from effective date of the Agreement/SLA.	Is there any specific reason or significance of why the empanelment will be only till this date and not to the typical fiscal year end which would be March 31st, 2027?	The Query does not pertain to tender document/process
30	10	Clause 4	Category of resources table	Will the Bank expect to provision all of these resources always at Banks site within Mumbai city or at any of the Bank's locations across India? Kindly provide data on location of the resources by skillset across India for last 3 years.	The deployment of Resources will depend on the Banks requirement at the material time. Additional Query does not pertain to tender document/process.
31	10	Clause 4	Category of resources table	Kindly provide data on average tenure in months of each resource engagement for last 3 years.	The Query does not pertain to tender document/process
32	10	Clause 4	Category of resources table	Will the resources have to work out of vendor office locations also? If yes, kindly provide data on number of resources by skillset who have had to work from vendor premises over last 3 years.	The deployment of Resources will depend on the Banks requirement at the material time.
33	10	Clause 4	Category of resources table	In continuation of the above query, if resources have to work out of vendor offices, then assuming that Bank will allow remote access to Banks DC/DR/UAT environments as required. Please confirm this.	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
34	10	Clause 4	Category of resources table	For resources who will work from Bank sites, it is assumed that Bank will provide all necessary infrastructure such as desktop/laptop, network connectivity, internet connectivity, printer access, access to Bank's general facilities such as canteen, transportation, etc at all of its sites. In other words, vendor has to only provide the skilled resource and Bank will take care of the rest of the work environment. Kindly confirm this understanding.	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
35	10	Clause 4	Category of resources table	In continuation of above query, in case of force majeure situations such as the recent Covid pandemic, Bank will provide and cater to any and all remote work requirements for the daily functioning of the vendor staff from home, at no further cost to the vendor. Kindly confirm this understanding.	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
36	10	Clause 4	Category of resources table	Since the vendor staff will be working on a T&M basis, it is expected that the working hours for the staff will be Monday - Saturday , 10 am - 5 pm with holiday on all Bank holidays. Kindl confirm this understanding.	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors. Please refer to the RFP for further details.
37	10	Clause 4	Category of resources table	What are the skill sets for each type of resource.For example for Full stack developer what skill set bank is expecting.	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.

38	10	Clause 4	Category of resources table	What is the experience level of the resources which bank is looking for?	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
39	10	Clause 4	Category of resources table	As per the State Labour laws, the resources are entitled to various statutory leaves such as sick leaves, vacations, etc and it is expected that Bank will not make any deductions in monthly payments for such absences till such time that the allowed total leaves of a resource are exhausted within a financial year. Also, Bank cannot expect vendor to provide any backup resource for any resource absenteeism on account of holiday entitlements. Kindly confirm your understanding and agreement on this point.	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
40	14	Clause 9	i.The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.	Since this RFP is only for empanelment of suitable vendors in different categories to provide skilled resources and there is no immediate financial outcome or a PO to be issued against this RFP, the Bank should not be seeking any EMD for this type of RFP. We therefore request the Bank to remove this EMD clause from this RFP. If not, then some logical explanation should be provided for why the EMD is required as this is an unnecessary cost burden for the vendors.	No change in RFP terms.
41	22	Clause 24	i.Security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at Appendix-F is to be submitted by the empanelled Bidder (s).	Since this RFP is only for empanelment of suitable vendors in different categories to provide skilled resources and there is no immediate financial outcome or a PO to be issued against this RFP, the Bank should not be seeking any Bank Guarantee at this time as anyways Bank Guarantee will be there as part of the subsequent limited RFPs that will be floated to the shortlisted vendors wherein a PO will actually be issued. We therefore request the Bank to remove this Bank Guarantee clause from this RFP. If not, then some logical explanation should be provided for why the BG is required as this is an unnecessary cost burden for the vendors at this point in time.	No change in RFP terms.
42	24	Clause 31	Limitation of Liability	The LoL clause is irrelevant for the nature of this RFP and hence we request the Bank to remove this.	No change in RFP terms.
43	45	Appendix B	For Category I Bidders - Pt# 3 and Pt # 10	It is possible for an organization to be an INR 1000 crore + size company as per Pt#3 and satisfy this eligibility but it need not have 5000 resources on its rolls as per Pt# 10 and hence not be able to categorize itself under Category I or perhaps Category II also. Hence, it is requested that the Bank preferably keep Pt# 3 as mandatory and Pt # 10 as optional for all categories. Kindly review this and confirm.	No change in RFP terms.
44	99	Appendix K	Pre-Contract Integrity Pact	This Appendix seems irrelevant for this RFP as there are no commercials being submitted as part of the response. Requesting the Bank to remove this Appendix	No change in RFP terms.
45	50	Appendix B	Client references and contact details...	Can we submit the client reference of existing engagements with SBI?	Please refer to RFP. No change in RFP terms.
46	107	Appendix L	EMD Bank Guarantee	With reference to our Query# 14, requesting Bank to remove this Appendix.	No change in RFP terms.
47	45	Clause 4	The Bidder must have an average turnover of minimum Rs.1000 crore during last 03 (three) financial year(s) i.e. FY 2020-21, 2021-22, 2022-23/ FY 2021-22, 2022-23, 2023-24, whichever available.	Requesting bank to accept Certified Provisional Financial Statement for FY2023-24 only. Also request to change the amount from 1000 crore to less , 750 crore average turnover for 3 years period.	No change in RFP terms.

48	45	Clause 5	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 3 above	Requesting bank to accept the Certified Provisional Financial Statement for FY2023-24 only	No change in RFP terms.
49	24	Clause 28	Right to Audit - SubClause 28 (ii)(iii)&(iv)	Bidder requests the Bank to remove clause 28 (ii)(iii)&(iv) as the scope of the RFP pertains only to the engagement of resources onsite and as such these clauses are not applicable. The audit to be limited to the resource engagement and no technical audit is relevant for the purpose of this RFP.	No change in RFP terms.
50	24	Clause 29	Sub-Contracting -As per scope of this RFP, sub-contracting is not permitted.	Bidder requests the Bank to include sub-contracting subject to the prior consent of the Bank	No change in RFP terms.
51	24	Clause 30	Validity of the Agreement : The Agreement/ SLA will be valid till 25th December 2026 from the effective date of Agreement/SLA. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.	Bidder requests the Bank to clarify on the term of the SLA.	Please refer to RFP.
52	24	Clause 31	Limitation of Liability - 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.	Bidder requests the Bank to park this clause for discussion basis the particular RFP.	No change in RFP terms.
53	27	Clause 36	Intellectual Property Rights [entire clause]	Bidder would like to state that the IP clause on conveying the ownership rights to the Bank is not applicable under the current scope of the RFP. There is no license that's been provided hereuner this RFP. The technical resources will be performing the scope of work as agreed with the Bank and as such no IPR of the Bidder/licensor is involved. Bidder requests the bank to remove the provisions on conveying the ownership rights on the software codes to the Bank	No change in RFP terms.
54	28	Clause 37	37. LIQUIDATED DAMAGES: [entire clause]	Bidder requests the bank to provide to service provider to submit a root cause analysis and meditation plan before any damages are levied and adjusted in the purchase order.	No change in RFP terms.
55	34	Clause 40	40. Termination for Default [entire clause]	Bidder request the bank to include provisions for termination by the Service provider upon happening of any of the following events: a) Non-payment for more than 60 days by Bank; b)Bidder unable to render the services due to change in applicable law; c) Any force maejure circumstance prevailing beyon 90 days	No change in RFP terms.
56	36	Clause 43	43 Termination for Convenience [entire clause]	Bidder requests to make this clause be mutually applicable to both parties.(Service Provider and the Bank).	No change in RFP terms.

57	78	Clause 23.3	NON-HIRE AND NON-SOLICITATION: During the term of respective SOW and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party who performed any work in connection with or related to Services under such SOW, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider	Bidder requests the bank to change the term from one year to two years.	No change in RFP terms.
58	81	Annexure B	Transition & Knowledge Transfer Plan to be entered under respective SOW	Bidder requests the bank to exclude the obligations that are not applicable for the current RFP.	No change in RFP terms.
59		Additional Clause request -Change Requests		Bidder proposes to include a clause in change requests. Bidder to note that any change requests, including, but not limited to, requests for changes in project plans or requirements with respect to the Services and subject to mutually agreed terms between the Parties.	No change in RFP terms.
60	General	General	Legal T&Cs	Current RFP has given certain legal T&Cs in it and few of the T&C's have been deferred to limited tenders to be published in future. Since current RFP is just for empanelment and no direct work is being given as a work for current RFP, request you to defer compliance of legal T&Cs to future RFP's only and not in current RFP	No change in RFP terms.
61	84, 85	7, 8, 9	Transfer of Assets, Transfer of Software Licenses, Transfer of Software	What assets or software licenses are in scope for the bidder?	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
62	104	6	Fall Clause	Request you to remove Fall Clause from the agreement, since bidder will be selected through competitive bidding process	No change in RFP terms.
63	34	40 - ii	In the event the Bank terminates the Contract/respective Purchase Order/SOW in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.	What is the cap on such Liability. Current RFP liability is 10 Lacs. It is assumed that, the liability is being capped to 10 Lacs. Pls confirm	No change in RFP terms.
64	36	43	TERMINATION FOR CONVENIENCE	There is no right given to the bidder. Request your help to ensure that bidder should have right to terminate at least for non payment by SBI or breach by SBI.	No change in RFP terms.
65	37	46	The Contract/SOW shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.	It is expected that, SBI will inform the bidder the applicable laws and any change therein, on a timely basis	The existing RFP clause is self explanatory.

66	24	31 (I)	<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>As per Bidder's understanding there is no BG required to be submitted under this Empanelment RFP. However the Liability capping is linked to BG. Kindly clarify</p>	<p>The existing RFP clause is self explanatory. No change in RFP terms.</p>
				<p><u>The maximum aggregate liability (including indemnities) 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 empanelment RFP/Agreement shall not</u></p>	
				<p><u>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.</u> The maximum aggregate liability (including indemnities) 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 <u>amount</u> paid under such Purchase Order giving rise to such claims <u>by Bank under this Agreement during the 12 months prior to the claim date that gives rise to such liability 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.</u></p>	
67	25	31 (ii)	<p>Under no circumstances shall either Party be liable for any indirect, consequential or</p>	<p>Bidder requests the below modifications.</p>	<p>No change in RFP terms.</p>

			incidental losses, damages or claims including loss of profit, loss of business or revenue	Under no circumstances shall either Party be liable for any <u>special, exemplary, punitive</u> or indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue <u>or loss of anticipated savings, loss of goodwill, business interruption, even if it has been advised of their possible existence</u>	
68	25	31 (iii)	The limitations set forth herein shall not apply with respect to: (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; (b) damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider, (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations. (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.	Bidder requests the below modifications The limitations set forth herein shall not apply with respect to: (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; (b) damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider, (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations <u>except to the extent such a breach relates to, or involves, personal information or Bank (or its customer) data or privacy law obligation</u> (d)Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the <u>Bank Service Provider and arising solely due to Gross Negligence of the Service Provider,</u> provided such guidelines were brought to the notice of Service Provider.	No change in RFP terms.
69	69	15.1	6.1 Service Provider agrees and hereby keeps the Bank indemnified and hold harmless against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (I) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any wilful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.	Bidder requests the below modifications. 6.1 Service Provider agrees and hereby keeps the Bank indemnified and hold harmless against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of <u>(I) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement except to the extent such a breach relates to, or involves, personal information or Bank (or its customer) data or privacy law obligation</u> ; or (iii) any wilful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. <u>Service Provider agrees to make good the loss suffered by the Bank.</u>	No change in RFP terms.
70	69			Bidder requests for the inclusion of new sub-clause 6.2 under clause 6 GENERAL INDEMNITY as below	No change in RFP terms.

				<p><u>Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to the Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts</u></p>	
71	26	34 (iii)	<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 Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.</p>	<p>Bidder requests the below modifications.</p> <p>Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities <u>arising from third party claims due to accidents resulting in bodily injury, or</u> loss of life, the cause of which is Service Provider's Gross N egligence. 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.
72	24 & 84	29 & 5	<p>29 :SUBCONTRACTING: (Page 24) As per scope of this RFP, sub-contracting is not permitted.</p> <p>Appendix B -----Transition & Knowledge Transfer Plan to be entered under respective SOW (Page 84) 5.1) Sub-contracting is not permitted under this empanelment.</p>	<p>Bidder requests for the below modification</p> <p>29 :SUBCONTRACTING: (Page 24) As per scope of this RFP, sub-contracting is not permitted.</p> <p>Appendix B -----Transition & Knowledge Transfer Plan to be entered under respective SOW (Page 84) 5.1: Sub-contracting is not permitted under this empanelment.</p>	No change in RFP terms.
73	104	6	<p>The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded</p>	<p>The BIDDER undertakes that <u>under similar buying conditions</u>, it has not supplied/is not supplying similar product/systems or subsystems under at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.</p>	No change in RFP terms.
74	27	36	<p>Intellectual Property Rights and Ownership</p>	<p>Bidder requests to add the below language under for the protection of Pre-existing IP and Third Party IP</p>	No change in RFP terms.

				<p><u>All pre-existing "Intellectual Property Rights shall belong to the Party or third party that owned such rights prior to the this Empanelment Agreement/Limited Tender Enquiry. All modifications, enhancements and derivative works on pre-existing "Intellectual Property Rights" shall belong to the Party or third party that owned such pre-existing Intellectual Property Rights. (Hereinafter referred to as "Pre-Existing IP")</u></p> <p><u>Any third-party IP(s) or product(s) will be provided in accordance with respective third party's terms and conditions.</u></p>	
75			General Queries	<p>There is reference of Empanelment Agreement and Limited Tender Enquiry under this RFP. Bidder requests clarification on 1) what is the Empanelment Agreement and its purpose 2) If bidder is empanelled under this empanelment RFP, then is the Bidder required to sign any Empanelment Agreement. 3) what is a 'Limited Tender Enquiry' and at which stage will it be executed between the parties.</p>	<p>1)To empanel Vendors who are interested and eligible as per the RFP terms . 2) Yes 3) Limited Tender Enquiry (LTE) will be floated among the applicable category of empanelled vendors wherein requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned.</p>
76	64	Appendix G	<p>3. FEES /COMPENSATION</p> <p>3.1 Professional fees</p> <p>3.1.1 Service Provider (if declared successful Service Provider under respective LIMITED TENDER ENQUIRY) shall be paid fees and charges in the manner detailed in respective LIMITED TENDER ENQUIRY/SOW, 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/ SOW 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/ SOW.</p>	<p>Bidder request for below payment terms :</p> <p>- Hardware/ any other tools licenses – 100% on delivery, - Installation and Commissioning charges– 50% upfront and 50% on completion</p> <p>- Training cost - Bank shall provide payment for any training provided by Bidder on completion of respective training.</p> <p>- AMC/ATS - Payable 100% annually in advance - Ongoing Support Charges/Resource Cost - Quarterly in Advance</p>	No change in RFP terms.
77	65	Appendix G	<p>3.4 Payments</p> <p>3.4.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees</p>	<p>Bidder request for below term :</p> <p>- Bidder will charge interest @2% per month for any delay beyond due date for non-payment of invoices.</p> <p>- Invoice shall be deemed to be accepted by Bank unless any dispute is raised within 7 working days from date of receipt of invoice by Bank</p>	No change in RFP terms.

				- Bidder request right to suspend the services or/and terminate the contract/SOW, in case of non payment of "Undisputed fees" within 30 days from date of invoice and will not be liable for any service credit or liquidated damages which would otherwise be payable as a result for breach of any obligation under this contract to the extent breach occurred as a result of termination right exercised by Bidder .	
78	65	Appendix G	3.4 Payments 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	Bidder request for deletion of this clause since Bank already has other remedy in the form of penalty, Liquidated Damages, Bank Guarantee to protect its interest	No change in RFP terms.
79	36	43 TERMINATION FOR CONVENIENCE:	TERMINATION FOR CONVENIENCE: i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). ii. 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.	Bidder request for below terms : - Bidder proposes mutual termination for convenience rights for Bidder also, similar to bank - In addition to undisputed fees outstanding till date of termination, Bank shall also pay the bidder for any ATS / AMC for which Bidder has made payment to OEM	No change in RFP terms.
80	34	40. TERMINATION FOR DEFAULT:	TERMINATION FOR DEFAULT: 40.i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part: a. If the Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank. b. If the Service Provider fails to perform any other obligation(s) under the RFP/Agreement.	Bidder request for below deletion / modification in this clause: 43.i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part: a. If the Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank. b. <i>If the Service Provider fails to perform any other obligation(s) under the RFP/Agreement.</i>	No change in RFP terms.

			c. Violations of any terms and conditions stipulated in the RFP.	e. <i>Violations of any terms and conditions stipulated in the RFP.</i>	
			d. On happening of any termination event mentioned in the RFP/Agreement.	d. On happening of any termination event mentioned in the RFP/Agreement.	
81	35	40. TERMINATION FOR DEFAULT:	40.vi - In the event of failure of the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.	Bidder request for deletion of this clause	No change in RFP terms.
82	34	40. TERMINATION FOR DEFAULT:	40. TERMINATION FOR DEFAULT In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, software and Services similar to those undelivered and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Software Solution and/or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated	Bidder request for Below term : - Bidder's liability limited to incremental cost capped at 10% of the cost of the undelivered systems/services. This clause can be invoked only on termination of contract and only for failure solely attributed to bidder	No change in RFP terms.
83	69-70	Appendix G	8. TRANSITION REQUIREMENT	Bidder request for below modification / deletion in clause :	No change in RFP terms.

			<p>In the event of failure of Service Provider to render the Services under the respective LIMITED TENDER ENQUIRY or in the event of termination of Agreement/SOW or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider.....</p> <p>..... If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the respective Purchase Order Value on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee. Transition & Knowledge Transfer plan is mentioned in Annexure B.</p>	8. TRANSITION REQUIREMENT	
				<p>In the event of failure of Service Provider to render the Services under the respective LIMITED TENDER ENQUIRY or in the event of termination of Agreement/SOW or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider.....</p> <p><i>If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the respective Purchase Order Value on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.</i> Transition & Knowledge Transfer plan is mentioned in Annexure B.</p>	
84	51	Clause No. 10, Category-III Bidders, Appendix-B	The Bidder should have minimum 750 IT Human Resources on its pay roll in India at the time of submission of Bid excluding those who are working in BPOs	Does MSME/Startup has exemption for the clause No. 10 , category 3 in Appendix B? As the startup may not have headcount of 750.	No change in RFP terms.
85	7	1	V	Can you elaborate on the specific types of IT initiatives and applications for which the niche technology resources will be utilized?	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
86	7	1	V	Are there any particular technologies or platforms that the resources need to be proficient in?	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
87	7	1	iii	Could you please confirm kind of services that is being expected by SBI through subsequent LTE	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.

88	9	16	i	Can you provide a detailed breakdown of the evaluation criteria and the weightage assigned to each criterion?	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
89	9	16	i	What specific aspects of the proposed services are expected to be demonstrated?	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
90	9	16	i	Are there any particular scenarios or use cases that the demonstration should cover?	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
91	9	16	i	Could you elaborate on the process for reference calls and site visits? How will the reference calls be conducted, and what information will be sought during these calls?	Based upon the references provided Bank will decide the modalities on checking/verifying the references.
92	9	16	i	What are the expectations for site visits, and how will they be organized?	Based upon the references provided Bank will decide the modalities on checking/verifying the references.
93	10	4		Are there any minimum or maximum resource requirements for each category?	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
94	10	4		Could you specify the detailed skill sets and qualifications required for each category of resources listed?	This RFP is only for empanelment of IT Companies for providing Niche Technology Resources. Requirement of particular skill set/scope, location and deployment of resources etc. will be mentioned in the Limited Tender Enquiry (LTE) to be floated among the applicable category of empanelled vendors.
95	10	h		For compliance with the O.M. No. 6/18/2019-PPD orders, can you specify which competent authority's registration certificate is required, and is there any specific format for the certification in Appendix A?	Please refer to Manual on Procurement of Goods (updated June 2022) published by Government of India, Ministry of Finance, Department of Expenditure
96	32	39	v (a)	We have understood the condition given in b section of this clause. Wanted clarity on specific performance metrics or standards if any that vendors need to meet to avoid being placed on the holiday list?	As per RFP. No change in RFP terms.
97	32	39	v (a)	Does being on the holiday list affect the vendor's status or ability to be empanelled in future tender opportunities beyond the holiday period?	Please refer to RFP.
98	32	39	v (a)	How is vendor performance monitored and assessed to determine if they are meeting specified standards?	Please refer to RFP.
99	32	39	v (a)	What steps or actions can a vendor take to be removed from the holiday list before the end of the twelve-month period?	Please refer to RFP.
100	32	39	v (a)	Will the vendor be given feedback or guidelines on how to improve performance and avoid future holiday listings?	Please refer to RFP.
101	32	39	v (a)	If a vendor is undergoing removal proceedings, how will they be informed about their holiday listing status during this time?	Please refer to RFP.
102	32	39	v (a)	Are there any support mechanisms or remediation programs offered by the Bank to help vendors improve performance and avoid future issues?	Please refer to RFP.
103	50	Part II	3	The eligibility criteria mention an average turnover of Rs.100 crore. Does this need to be precisely Rs.100 crore, or would a slightly higher or lower average also be considered?	As per RFP. No change in RFP terms.

104	50	Part II	5	As we have started staff augmentation recently and that is not for more than 3 years. Are we still eligible to apply in category III?	Please refer to RFP.
105	50	Part II	5	For the client references, should these be exclusively from the BFSI sector, or are references from other sectors also acceptable?	As per RFP. No change in RFP terms.
106	51	Part II	9	What specific documentation is needed to prove that there are no pending SLAs with the Bank for more than 6 months from the date of the purchase order?	Please refer to RFP.
107	51	Part II	10	With over 500 employees and as a growing company, are we still eligible to apply under Category III?	Please refer to RFP.
108				How can I submit the bid documents under RFP ?	Please refer to RFP.