

Appendix-L Pre-Bid Query Forma						
(To be provide strictly in Excel format)						
Vendor	Sl.	RFP	RFP	Existing	Query/Suggestions	SBI Response
Name	No	Page No	Clause No.	Clause		
NSEIT	1	28	35	i. Service Provider shall provide documents related to review records, Root Cause Analysis Report, list of all activity components, and list of all documents relating to traceability of service level failure as and when applicable.	As per the RFP the project management is not in the scope of the Service Provider, hence please clarify whether this clause is applicable.	No change in RFP terms/Clauses.
NSEIT	2	28	35	ii. Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.	Please clarify whether this clause is applicable.	No change in RFP terms/Clauses.
NSEIT	3	60	Appendix - E : Scope of Work and Payment Schedule	Resource Category is specified	Resource Category wise JD is not provided.	Corrigendum is being provided
NSEIT	4	60	Appendix - E : Scope of Work and Payment Schedule	Resource Category is specified	Resource Category wise education qualification, experience requirement and certification (if any) is not provided	Corrigendum is being provided
NSEIT	5	80	4. LIABILITIES/OBLIGATION	4.2 Service Provider Duties (b) Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.	Please clarify whether this clause is applicable and within the scope of this RFP.	No change in RFP terms/Clauses.
NSEIT	6	80	4. LIABILITIES/OBLIGATION	4.2 Service Provider Duties (c) Service Provider shall be responsible to provide Data Dictionary in a format provided by the Bank. During the term of this Agreement, such a format may be revised by the Bank as per the requirements. Service Provider shall capture all the fields in Data Dictionary format and keep the same always updated during the term of this Agreement.	Please clarify whether this clause is applicable and within the scope of this RFP.	Clause Not Applicable

NSEIT	7	80	4. LIABILITIES/OBLIGATION	4.2 Service Provider Duties (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		No change in RFP terms/Clauses.
NSEIT	8	80	4. LIABILITIES/OBLIGATION	4.2 Service Provider Duties (g) The Service Provider shall execute Data Processing Agreement on the format attached as Appendix-G to this RFP.		No change in RFP terms/Clauses.
NSEIT	9	82	5.2 Additional Representation and Warranties by Service Provider	5.2.6 Service Provider warrants that at the time of delivery the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done). Software deployed/ upgraded as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement.	It's a pure T&M model hence please clarify whether this is in scope of this RFP	Clause Not Applicable
NSEIT	10	83	5.2 Additional Representation and Warranties by Service Provider	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.	It's a pure T&M model hence please clarify whether this is in scope of this RFP	Clause Not Applicable
NSEIT	11	108	Annexure - E	PENALTY FOR NON-PERFORMANCE OF SLA	SLA Details not specified	Corrigendum is being provided
NSEIT	12	46	Appendix-B, Point- 7	Certification Requirements	We understand we have to provide Certificate of Incorporation, PAN Card, GST,	Corrigendum is being provided
NSEIT	13	9	4 (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.	<u>Request SBI team to consider the below modified changes:</u> "Total Contract Price/Project Cost/TCO" means the price payable to Service Provider over the entire period of Contract for the services rendered under full and proper performance of its contractual obligations.	No change in RFP terms/Clauses.
NSEIT	14	22	18	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 reduction in payment to be made to Service Provider, before Service provider proceeding with the change.	Request SBI team to consider deletion of this Clause. If deletion may not be considered, we can agree that any reduction in taxes, shall be passed on the SBI.	No change in RFP terms/Clauses.

NSEIT	15	23	24 (iii)		<p><u>Request SBI team to consider for addition of below clause:</u></p> <p><i>In any case, if upon expiration of Performance Bank Guarantee (PBG), it is not released within 15 days of its expiry, the said PBG shall be deemed to be released and the obligation referred therein or in connection therewith shall stand null and void.</i></p>	No change in RFP terms/Clauses.
NSEIT	16	25	29	As per scope of this RFP, sub-contracting is not permitted	<p><u>Request SBI team to consider the below modified changes:</u></p> <p><i>As per scope of this RFP, sub-contracting is not permitted, except to any to its group companies or affiliates or subsidiaries</i></p> <p>Futher, 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>	No change in RFP terms/Clauses.
NSEIT	17	25	31	The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed fees paid by the Bank in the preceding twelve (12) months under the relevant SOW under which the claim arise</p>	No change in RFP terms/Clauses.
NSEIT	18	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 Willful Misconduct of Service Provider, (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.	<p><u>Request SBI to consider that in any of these cases the liability arising out of this shall not exceed Total Contract Price.</u></p>	No change in RFP terms/Clauses.

NSEIT	19	27	34 (iii)	Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is due to solely attributable to Service Provider's negligence which are not at Bank's premises. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.</p>	No change in RFP terms/Clauses.
NSEIT	20	27	34 (iv)	Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>Service Provider is responsible for such activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours which are not conducted as per the direction of SBI.</p>	No change in RFP terms/Clauses.
NSEIT	21	27	34 (vi)	Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one day of becoming aware hour of detection.</p>	No change in RFP terms/Clauses.
NSEIT	22	26	36	Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>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.</p>	No change in RFP terms/Clauses.

NSEIT	23	29	37	<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 total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.</p>	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of delayed value of total Project Cost for delay of each week or part thereof maximum up to 5% of delayed value of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.</p>	No change in RFP terms/Clauses.
NSEIT	24	34	40 (i)	<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><u>Request SBI team to consider addition of the following clause:</u></p> <p>"The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement/respective Purchase Order/SOW in whole or in part:</p> <p>(i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement/SOW, or any extension thereof granted by the Bank ;</p> <p>(ii) If Service Provider fails to perform any other obligation(s) under the Agreement/SOW;</p> <p>(iii) violations of any terms and conditions stipulated in the RFP/ Agreement/SOW;</p> <p>(iv) On happening of any termination event mentioned herein above in this Agreement/SOW.</p> <p><i>Prior to providing a written notice of termination to Service Provider, the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement/respective Purchase Order/SOW. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause."</i></p>	No change in RFP terms/Clauses.

NSEIT	25	35	40 (ii)	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.	<u>Request SBI team to consider the below modified changes:</u> In the event the Bank terminates the Agreement or respective Purchase Order/SOW in whole or in part for the breaches <i>solely</i> attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement or respective Purchase Order to the extent not terminated.	No change in RFP terms/Clauses.
NSEIT	26	35	40 (iii)	If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.	<u>Request SBI team to consider the below modified changes:</u> If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank, at such cost and expenses, as agreed between the Parties.	No change in RFP terms/Clauses.
NSEIT	27	35	40 (v)	The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.	<u>Request SBI team to consider the below modified changes:</u> The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.	No change in RFP terms/Clauses.

NSEIT	28	35	40 (vi)	<p>In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.</p>	<p>Request SBI team to team consider deletion of the penalty of 10% of total Project cost as it would create a hefty financial burden which shall be over and above to the other losses sustained by the Bidder. Considering the above, we request to re-negotiate on that with Successful Bidder.</p> <p>Further, we understand during the transition period, SBI has stated that it shall not pay any extra cost, which deem to believe us that while rendering you services during the transition period, Bidder shall continue to receive the payment from SBI which is already agreed until the transition period to new service provider is completed.</p> <p>Also, the transition period should be capped to maximum 30 days or such reasonable extended period agreed between the Parties at that moment.</p>	No change in RFP terms/Clauses.
NSEIT	29	36	41	<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>Request SBI team to consider the below modified changes:</p> <p>"For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, pandemic, government imposed lockdown, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any reasonably foreseeable events, commercial considerations or those involving fault or gross negligence on the part of the party claiming Force Majeure."</p>	No change in RFP terms/Clauses.
NSEIT	30	36	43	<p>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).</p>	<p>Request SBI team to consider to make the clause mutual as follows:</p> <p>Either Party , by written notice of not less than 90 (ninety) days, may terminate the Contract, for its convenience</p>	No change in RFP terms/Clauses.

NSEIT	31	30	47 (ii)	Prices quoted should be exclusive of all GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (Appendix- F).	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>Prices quoted should be exclusive of all GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted. However , any additional expenses including but not limited to travelling, accommodation expenses, etc. incurred by the Service Provider associated with the Services shall be reimbursed by the Client to the extent they are pre-approved by Client. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (Appendix- F).</p>	No change in RFP terms/Clauses.
NSEIT	32	69	Appendix-I (D) Maximum Penalty	<u>The maximum limit on above mentioned penalties in any year during the contract period shall not exceed 20% of the total amount payable by the Bank.</u>	Request SBI team to relax the maximum penalty amount of 20% and consider to be revised to 10%. Such heavy financial penalty would result landing Bidder with loss.	No change in RFP terms/Clauses.
NSEIT	33	67	1.2.9	The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.	Request SBI to amend the clause as "The terms not defined in this agreement shall be understood in technical sense in accordance with the industrial practices."	No change in RFP terms/Clauses.
NSEIT	34	67	1.3.2	This Agreement shall be in force for a period of _____ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>This Agreement shall be in force for a period of _____ year(s) from Effective Date, unless terminated by the either Party Bank by notice in writing in accordance with the termination clauses of this Agreement.</p>	No change in RFP terms/Clauses.

NSEIT	35	69	3.1.1	<p>Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax 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>	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax deducted at source (TDS) thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.</p>	No change in RFP terms/Clauses.
NSEIT	36	70	3.4.2	<p>The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.</p>	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>The Bank may withhold payment of any product/services that it disputes in good faith, 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 may set-off penalty amount or any other amount which is mutually agreed between the Parties 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, for reasons solely attributable to 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>	No change in RFP terms/Clauses.

NSEIT	37	72	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><u>Request SBI team to consider the below modified changes:</u></p> <p>Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than 15 day of becoming aware hour of detection .</p>	No change in RFP terms/Clauses.
NSEIT	38	73	5.2.1	Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>"Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, as mutually agreed between the Parties in the respective SOWs executed under this Agreement ."</p>	No change in RFP terms/Clauses.
NSEIT	39	74	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.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>"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 during the term of the Agreement ."</p>	No change in RFP terms/Clauses.
NSEIT	40	74	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.	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct (within the local area of such city) , 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.</p>	No change in RFP terms/Clauses.

NSEIT	41	75	5.2.9	<p>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.</p>	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, for reasons solely attributable to Service Provider, 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 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 without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank replace or repair the software .</p>	No change in RFP terms/Clauses.
NSEIT	42	75	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><u>Request SBI team to consider the below modified changes:</u></p> <p>"Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may directly suffer or incur on account of (i) Services Provider's material 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. 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.</p> <p>SBI agrees to indemnify Service Provider on</p>	No change in RFP terms/Clauses.

NSEIT	43	76	(Add as) 6.3	General Indemnity	<p><u>Request SBI team to consider the below modified changes:</u></p> <p><i>"If Bank (or its associate or other user) becomes aware of any third party claim as described above or any matter or event which might give rise to such claim being made against it or the Service Provider or its associates, officers, employees and/or agents and authorised representatives it shall</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>	No change in RFP terms/Clauses.
NSEIT	44	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><u>Request SBI team to consider the below modified changes:</u></p> <p>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.</p>	No change in RFP terms/Clauses.

NSEIT	45	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>(e) 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>(f) If Service Provider fails to perform any other obligation(s) under the Agreement/SOW;</p> <p>(g) Violations of any terms and conditions stipulated in the RFP/ Agreement/SOW;</p> <p>(h) On happening of any termination event mentioned herein above in this Agreement/SOW.</p>	<p><u>Request SBI team to consider addition of the following clause:</u></p> <p>"The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement/respective Purchase Order/SOW in whole or in part:</p> <p>(i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement/SOW, or any extension thereof granted by the Bank ;</p> <p>(ii) If Service Provider fails to perform any other obligation(s) under the Agreement/SOW;</p> <p>(iii) violations of any terms and conditions stipulated in the RFP/ Agreement/SOW;</p> <p>(iv) On happening of any termination event mentioned herein above in this Agreement/SOW.</p> <p><i>Prior to providing a written notice of termination to Service Provider, the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement/respective Purchase Order/SOW. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause."</i></p>	No change in RFP terms/Clauses.
NSEIT	46	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><u>Request SBI team to consider the below modified changes:</u></p> <p>Notwithstanding anything contrary contained in this Agreement, the Bank may cancel the respective Purchase Order/SOW immediately by giving written notice to Service Provider (<i>of at least 30 days or such extended period which may be required to cure the breach</i>), if Service Provider fails to meet the delivery schedule/timelines as defined in this Agreement and/or respective Purchase Order(s)/SOW.</p>	No change in RFP terms/Clauses.

NSEIT	47	79	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><u>Request SBI team to consider the below modified changes:</u></p> <p>Either Party 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 either Party's Bank's convenience, the extent to which either party has not fulfilled its obligations under this Agreement due 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 either Party's Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.</p>	No change in RFP terms/Clauses.
NSEIT	48	80	16.4	<p>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>	<p><u>Request SBI team to consider the below modified changes:</u></p> <p>In the event the Bank terminates the Agreement or respective Purchase Order/SOW in whole or in part for the breaches solely attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement or respective Purchase Order to the extent not terminated.</p>	No change in RFP terms/Clauses.
NSEIT	49	80	16.5 (iii)	<p>If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.</p>	<p>Request SBI to amend the clause as "If any willful acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees."</p>	No change in RFP terms/Clauses.

NSEIT	50	81	(Add as) 16.9	Termination for default	<p><u>Request SBI team to consider addition of below clause:</u></p> <p><i>"The Service Provider shall have the right to terminate the Agreement/ respective Purchase Order or SOW in the event of any material breach of its obligation(s) hereunder by the Bank and such breach is not remedied by the Bank within thirty (30) days of a written notice issued by the Service Provider."</i></p>	No change in RFP terms/Clauses.
NSEIT	51	81	17	<p>DISPUTE REDRESSAL MACHANISM & GOVERNING LAW:</p> <p>17.4 Service Provider shall continue work under the Agreement/SOW during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.</p>	<p><u>Request SBI team to consider the below modified changes:</u></p> <p><i>Service Provider Either Party</i> shall continue fulfill its obligations work under the Contract/SOW during the arbitration proceedings unless otherwise mutually agreed for discontinuations of service directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.</p>	No change in RFP terms/Clauses.
NSEIT	52	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 & SOW as the case may be. ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.</p> <p>iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in respective Purchase Order Value & SOW, before the finally selected Bidder(s) proceeds with the change.</p>	<p><u>Request SBI team to consider for deletion of the whole clause:</u></p> <p>The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the respective Purchase Order</p>	No change in RFP terms/Clauses.

NSEIT	53	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><u>Request SBI team to consider the below modified changes:</u></p> <p><i>Notwithstanding anything contained under this Agreement, the maximum aggregate liability of Service Provider under the empanelment Agreement, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed fees paid by the Bank in the preceding twelve (12) months under the relevant SOW under which the claim arise Rs. 10,00,000/- (Rupees Ten Lakh only) or equivalent to amount of Performance Security in form of Bank Guarantee [BG] submitted by Service Provider in pursuant to this RFP, whichever is greater.</i></p> <p><u>The below clause is the repetition of the above statement. Request for deletion of the same.</u></p> <p><i>The maximum aggregate liability of Service Provider under the respective LIMITED TENDER ENQUIRY and SOW to be entered in pursuant to such LIMITED TENDER ENQUIRY, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this LIMITED TENDER ENQUIRY/SOW shall not exceed the total Purchase Order Value agreed to be paid under such Purchase Order</i></p>	No change in RFP terms/Clauses.
NSEIT	54	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><u>Request SBI team to consider the below modified changes:</u></p> <p>"For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, pandemic, government imposed lockdown, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any reasonably foreseeable events, commercial considerations or those involving fault or gross negligence on the part of the party claiming Force Majeure."</p>	No change in RFP terms/Clauses.

NSEIT	55	82	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><u>Request SBI team to consider the below modified changes:</u></p> <p>"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>	No change in RFP terms/Clauses.
NSEIT	56	82	(Add as) 23.11	Assignment	Request SBI to add the clause for Assignment as: <i>"Either Party shall have the right to assign this Agreement in whole or in part to any third party with other Party's prior approval."</i>	No change in RFP terms/Clauses.
NSEIT	57	147	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.</p>	<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>	No change in RFP terms/Clauses.

NSEIT	58	147	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 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.	No change in RFP terms/Clauses.
NSEIT	59	154	Appendix - P	Data Processing Agreement	Request SBI team to consider deletion of Appendix P as it has been provided 2 times	Corrigendum is being provided
NSEIT	60	9	4 (viii)	Annual Maintenance Contract (AMC) - It would be the annual cost of maintenance/upkeep/update of product or specified hardware and software.	Request SBI team to clarify whether this clause is in scope	Not In Scope
NSEIT	61	10	5 (iii)	Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.	Request SBI team to clarify whether this clause is in scope	Device will be provided by service provider to bank for Hardening
NSEIT	62	23	25	Service Provider shall be agreeable for on-call/on-site support during peak days (All days of the month) No extra charge shall be paid by the Bank for such needs, if any, during the support period	Request SBI team to clarify whether the resources are required to travel. Please clarify whether it is inter-city or intra-city.	Resources will be deployed On-site at IT-Complaint Management Department, SBI GITC. Presently located at address mentioned in RFP.
Aarav Global Products and Service Private Limited	1	46	Certification Requirements	Copy of the Valid Certificate(s) to be provided	Please elaborate the requirement of certificates to Submit.	Page No 46 is not having any certification requirement. Please share the exact query
Aarav Global Products and Service Private Limited	2	69	D) Maximum Penalty	The maximum limit on above mentioned penalties in any year during the contract period shall not exceed 20% of the total amount payable by the Bank.	In line with industry standards maximum penalty should not exceed 5% of the total amount. Please Consider.	No change in RFP terms/Clauses.
Expleo Solutions Ltd	1	60	Appendix - E (Scope of Work and Payment Schedule)	Total Resource Count	Can you please confirm the deployment type whether it is Onsite or Offshore or Hybrid. If onsite, then can we assume the address will be - Contact Address: IT-Complaints Management Department State Bank Global IT Centre 2nd Floor, Kapas Bhavan Sector-10, CBD Belapur Navi Mumbai – 400614	Resources will be deployed On-site at IT-Complaint Management Department, SBI GITC. Presently located at address mentioned in RFP.

Expleo Solutions Ltd	2	60	Appendix - E (Scope of Work and Payment Schedule)	Total Resource Count	Can you please share Job description of requested resources	Corrigendum is being provided
Expleo Solutions Ltd	3	25	30	Validity of agreement	Can you please confirm our understanding that the Duration of Engagement is for 1 year for the date of deployment of resources	Yes
Expleo Solutions Ltd	4	45	Appendix - B (Bidder's Eligibility Criteria)	Bidder should have experience of minimum 5 years in providing the Services. Copy of the order and / or Certificate of completion of the work. The Bidder should	Similar experience or any contact center (L1 /L2) will do	Corrigendum is being provided
E&Y					No query	
Bahwan CyberTek					No query	
Tech M					No query	