



**REQUEST FOR PROPOSAL/LIMITED TENDER ENQUIRY  
FOR PROCUREMENT OF SERVICES ON T&M RESOURCES**

**Corrigendum No. 2 to RFP**

**Ref: SBI: SBI/GITC/Special Project -III/2024/2025/1129**

**dated: 15.04.2024**

**IT- Special Projects III Department, State Bank of India Global IT Centre, L&T Seawoods Station Building, Tower I, 2<sup>nd</sup> floor C Wing, Navi  
Mumbai-400706**

Corrigendum No 2 to the REQUEST FOR PROPOSAL/LIMITED TENDER ENQUIRY FOR PROCUREMENT OF SERVICES ON T&M RESOURCES vide closed RFP No: SBI/GITC/Special Project – III/2024/2025/1129 dated: 15.04.2024.

We mention the following changes(revisions) as below in the aforementioned RFP Document:-

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query raised/Suggestions	SBI Remarks & Clarifications
1	25	24. SERVICES	Service Provider shall provide maintenance support for <b>hardware</b> / software/ operating system/ middleware over the entire period of Contract.	The RFP is for providing resources on T&M basis hence request you to remove maintenance support for hardware.	<b>Change :Service Provider shall provide maintenance support for software/ operating system/ middleware over the entire period of Contract.</b>
2	25	24. SERVICES	Service Provider shall support the product or specified <b>hardware</b> /software during the period of Contract as specified in Scope of work in this RFP.	The RFP is for providing resources on T&M basis hence request you to remove support for hardware.	<b>Change : Service Provider shall support the product or specified software during the period of Contract as specified in Scope of work in this RFP.</b>
3	26	24. SERVICES	Service Provider shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required	Please confirm that the onsite location will be GITC Belapur.	<b>No change</b>
4	26	24. SERVICES	In case of failure of product or specified <b>hardware</b> /software, Service Provider shall ensure that product or specified hardware/software is made operational to the full satisfaction of the Bank within the given timelines.	The RFP is for providing resources on T&M basis hence request you to remove support for hardware.	<b>Change : In case of failure of product or specified software, Service Provider shall ensure that product or specified software is made operational to the full satisfaction of the Bank within the given timelines.</b>
5	46	7. Help Desk Requirements	e) Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc	Which ticketing tool is currently being used?	<b>Clarification : Bank has internal tool</b>

6	57	Appendix-I	The resources have to report within 35 days from the date of finalization of the resources by the Bank or a later period that may be specified in the PO.	We request you to change reporting from 35 days to 60 days	<b>No change</b>
7	78	2. SCOPE OF WORK	The Bank may, at its sole discretion, provide remote access to its information technology system to IT Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services.	On page 26 location mentioned is GITC Belapur. Please confirm if resources need to be onsite or remote.	<b>Clarification : Resources need to be onsite, however during any unforeseen events remote support may be required.</b>
8	92	23. GENERAL TERMS & CONDITIONS	23.1 TRAINING	Please confirm training requirement under this RFP and how shall the bidder quote training costs.	<b>Clarification : Not Applicable</b>
9	97-103	Annexure B, C, D, F and G of Agreement	General Query	We assume that the annexure of agreement are not valid and will be prepared at the time of agreement signing. Please confirm.	<b>Clarification : The draft Service Level Agreement along with its Annexures shared are standard document.</b>
10	104	Annexure E	PENALTY FOR NON PERFORMANCE AT HELP DESK	The SLAs for Helpdesk on page 66 are different than that of Annexure E. We assume that SLAs for Helpdesk on page 66 are the correct SLAs. Please confirm.	<b>Clarification : Page 66 correct</b>
11			General Query	We assume that the SBI shall provide laptops/desktop to onsite resources. Please confirm.	<b>Clarification : Bank will provide Desktop to onsite resources</b>

12	9	3 (v)	<p>“Total Contract Price/Project Cost/TCO” means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.</p>	<p><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p>“<b>Total Contract Price/Project Cost/TCO</b>” means the price payable to Service Provider over the entire period of Contract for the <b>services rendered under</b> full and proper performance of its contractual obligations.</p>	No change
13	12	9 (iii)	-	<p><b><u>Request SBI team to consider for addition of below clause:</u></b></p> <p><i>In any case, upon expiration of Performance Bank Guarantee (PBG), the same 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
14	27	28	As per scope of this RFP, sub-contracting is not permitted	<p><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p><i>As per scope of this RFP, sub-contracting is not permitted, except to any to its group companies or affiliates or subsidiaries</i></p>	No change

15	28	33 (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><b><u>Request SBI team to consider the below modified changes:</u></b></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 <b><i>due to solely artibutable to</i></b> Service Provider's negligence <b><i>which are not at Bank's premises.</i></b> Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.</p>	<p><b>No change</b></p>
16	28	33 (iv)	<p>Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.</p>	<p><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p>Service Provider is responsible for <b><i>such</i></b> activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours <b><i>which are not conducted as per the direction of SBI.</i></b></p>	<p><b>No change</b></p>

17	28	33 (vi)	<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 hour of detection.</p>	<p><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p>Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one <b>day of becoming aware</b> hour of detection.</p>	<p><b>No change</b></p>
18	29	35	<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 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.</p>	<p><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p>If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, <del>deduct from the Project Cost,</del> as liquidated damages a sum equivalent to 0.5% of <b>delayed value of such SOW under which the claim arises</b> <del>total Project Cost</del> for delay of each week or part thereof, <b>subject to</b> maximum up to <b>5% 10%</b> of <b>delayed value of the total Project Cost</b>. Once the maximum deduction is reached,</p>	<p><b>No change</b></p>

				the Bank may consider termination of the Agreement.	
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19	30	45 (ii)	<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. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (Appendix- F).</p>	<p><b><u>Request SBI team to consider the below modified changes:</u></b></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. <b><i>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.</i></b>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
20	57	Appendix I	<p>If Service Provider does not provide acknowledgement &amp; acceptance within 3 Working Days from receipt of PO then Rs. 100,000 per day for delay in providing acknowledgement subject to maximum up to Rs. 5,00,000</p>	<p><b><u>Request SBI team to consider for deletion of this clause:</u></b></p> <p><b><i><del>If Service Provider does not provide acknowledgement &amp; acceptance within 3 Working Days from receipt of PO then Rs. 100,000 per day for delay in providing acknowledgement subject to maximum up to Rs. 5,00,000</del></i></b></p>	No change



21	61	Appendix I	* For arriving at PO value or yearly PO value for calculation of LD, number of days will be considered as 22.	<b><u>Request SBI team to consider the below modified changes:</u></b> * For arriving at PO value or yearly PO value for calculation of LD, number of days will be considered as <b>30 22</b> .	<b>No change</b>
22	57	Appendix I	v. The shortlisted resources will have to report within 35 (thirty-five) days from the date of communication by the Bank to Service Provider or a later period that may be specified in the PO.	<b><u>Request SBI team to consider the below modified changes:</u></b> v. The shortlisted resources will have to report <b><i>within such time period as mutually discussed between the Parties 35 (thirty-five) days from the date of communication by the Bank to Service Provider or a later period that may be specified in the PO.</i></b>	<b>No change</b>
23	57	Appendix I	Request SBI team to consider for addition of mentioned clause	<b><i>Sum total of all penalties in aggregate will not exceed more than 10% of the monthly bill.</i></b>	<b>No change</b>

24	76	1.1.9	<p>“EOI” shall mean REQUEST FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE vide RFP No. SBI/GITC/IT-Partner Relationship/2023/2024/1042 Dated: 22.09.2023 and unless otherwise specifically stated under this Agreement shall also include the Empanelment Agreement executed between the Bank and Service Provider in pursuant to EOI.</p>	<p><b><u>Request SBI team to consider for deletion part of the clause:</u></b></p> <p>“EOI” shall mean REQUEST FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE vide RFP No. SBI/GITC/IT-Partner Relationship/2023/2024/1042 Dated: 22.09.2023 and unless otherwise specifically stated under this Agreement shall also include the Empanelment Agreement executed between the Bank and Service Provider in pursuant to EOI.</p>	<p><b>No change</b></p>
25	77	1.2.9	<p>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.</p>	<p>Request SBI to amend the clause as <b><i>"The terms not defined in this agreement shall be understood in technical sense in accordance with the industrial practices."</i></b></p>	<p><b>No change</b></p>

26	78	1.3.2	<p>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>	<p><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p>This Agreement shall be in force for a period of _____ year(s) from Effective Date, unless terminated by the <b><i>either Party Bank</i></b> by notice in writing in accordance with the termination clauses of this Agreement.</p>	<p><b>No change</b></p>
27	80	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><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p>Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of <del>income tax</del> <b><i>deducted at source (TDS)</i></b> thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.</p>	<p><b>No change</b></p>

**Request SBI team to consider the below modified changes:**

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 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.

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.

**No change**

29 80 3.4.2

				<p>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>	
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30	83	4.2 (i) (f)	Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.	<p><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p>Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than <b>15 day of becoming aware hour of detection.</b></p>	No change
31	83	4.2 (i) (h)	(h) _____<the concerned dept. may add duties depending on the nature of agreement>	Request SBI team that in case any duties are required to be added then it should be mutually discussed with the bidder	No change
32	85	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><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p>"Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, <b>as mutually agreed between the Parties in the respective SOWs executed under this Agreement.</b>"</p>	No change

**Request SBI team to consider the below modified changes:**

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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.

"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.***"

**No change**

34	86	5.2.7	<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, 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>	<p><b><u>Request SBI team to consider the below modified changes:</u></b></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 (<b><i>within the local area of such city</i></b>), 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>	<p><b>No change</b></p>
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**Request SBI team to consider the below modified changes:**

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.***

**No change**

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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.

**Request SBI team to consider the below modified changes:**

"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**

**No change**

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.

36 86 6.1

***within 2 years from the date of termination of this Agreement.***

***SBI agrees to indemnify Service Provider on demand losses, damages, against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the hardware, software and/or any other product provided by SBI infringes the intellectual property rights (including without limitation any patent, copyright, registered design, design right or trademark) of any third party."***

**Request SBI team to consider the below modified changes:**

***"If Bank (or its associate or other user) becomes aware of any third party claim as described above or any matter or event which might give rise to such claim being made against it or the Service Provider or its associates, officers, employees and/or agents and authorised representatives it shall***

***(a) procure that notice of such third party claim is promptly given to the Service Provider and***

***(b) not make (or, as appropriate, shall co-operate to procure that any other user or associate shall not make) any admission of liability, agreement or compromise with any person, body or authority in relation to any such third party claim without obtaining the Service Provider's prior written consent.***

***The Service Provider shall at its own cost be entitled to defend any such claim and take all such actions as may be required in respect thereof at its sole discretion. The***

**No change**

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(Add as) 6.3

General Indemnity

***Bank shall not settle any such claim without the consent of the Service Provider.***

***The aforesaid shall prevail over and supersede any other provision relating to third party IPR claims wherever contained"***

38	87	9	<p>If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to ___ % of total Project cost for delay of each week or part thereof maximum up to ___ % of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement</p>	<p><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p>If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to <i>0.5% of <b>delayed value of the total</b></i> Project <del>cost</del> of each week or part thereof, maximum upto 05% of the <i><b>delayed value of total Project cost</b></i>. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.</p>	<p><b>No change</b></p>
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39	88	15.1	<p>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>	<p><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p><b><i>Subject to payment of all dues payable by the Bank,</i></b> 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>	<p><b>No change</b></p>
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40	88	16.1	<p>The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement/respective Purchase Order/SOW in whole or in part:</p> <p>(a) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement/SOW, or any extension thereof granted by the Bank;</p> <p>(b) If Service Provider fails to perform any other obligation(s) under the Agreement/SOW;</p> <p>(c) Violations of any terms and conditions stipulated in the RFP/ Agreement/SOW;</p> <p>(d) On happening of any termination event mentioned herein above in this Agreement/SOW.</p>	<p><b><u>Request SBI team to consider addition of the following clause:</u></b></p> <p>"The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement/respective Purchase Order/SOW in whole or in part:</p> <p>(i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement/SOW, or any extension thereof granted by the Bank ;</p> <p>(ii) If Service Provider fails to perform any other obligation(s) under the Agreement/SOW;</p> <p>(iii) violations of any terms and conditions stipulated in the RFP/ Agreement/SOW;</p> <p>(iv) On happening of any termination event mentioned herein above in this Agreement/SOW.</p> <p><b><i>Prior to providing a written notice of termination to Service Provider, the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement/respective Purchase Order/SOW. If the</i></b></p>	<p><b>No change</b></p>
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***breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause."***

41	88	16.2	Notwithstanding anything contrary contained in this Agreement, the Bank may cancel the respective Purchase Order/SOW immediately by giving written notice to Service Provider, if Service Provider fails to meet the delivery schedule/timelines as defined in this Agreement and/or respective Purchase Order(s)/SOW.	<b><u>Request SBI team to consider the below modified changes:</u></b> Notwithstanding anything contrary contained in this Agreement, the Bank may cancel the respective Purchase Order/SOW immediately by giving written notice to Service Provider ( <b><i>of at least 30 days or such extended period which may be required to cure the breach</i></b> ), if Service Provider fails to meet the delivery schedule/timelines as defined in this Agreement and/or respective Purchase Order(s)/SOW.	<b>No change</b>
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**Request SBI team to consider the below modified changes:**

~~*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 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.

~~*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.

No change

42 88 16.3

The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

43	88	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><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p>In the event the Bank terminates the Agreement or respective Purchase Order/SOW in whole or in part for the breaches <b>solely</b> attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, <del>Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services.</del> However, Service Provider, in case of part termination, shall continue the performance of the Agreement or respective Purchase Order to the extent not terminated.</p>	<p><b>No change</b></p>
44	89	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 <b>willful</b> 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><b>No change</b></p>

45	90	(Add as) 16.9	Termination for default	<p><b><u>Request SBI team to consider addition of below clause:</u></b></p> <p><b><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></b></p>	No change
46	91	17	<p><b>DISPUTE REDRESSAL MACHANISM &amp; GOVERNING LAW:</b></p> <p>17.4 Service Provider shall continue work under the Agreement/SOW during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.</p>	<p><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p><b><i>Service Provider Either Party</i></b> shall continue fulfil its obligations work under the Contract/SOW during the arbitration proceedings unless otherwise <b><i>mutually agreed for discontinuations of service directed by the Bank</i></b> or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.</p>	No change

47	91	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</p>	<p><b><u>Request SBI team to consider for deletion of the whole clause:</u></b></p> <p><del>The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the</del></p>	<p><b>No change</b></p>
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mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the respective Purchase Order Value & SOW as the case may be. ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in respective Purchase Order Value & SOW, before the finally selected Bidder(s) proceeds with the change.

~~successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the respective Purchase Order Value & SOW as the case may be. ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.~~

~~iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in respective Purchase Order Value & SOW, before the finally selected Bidder(s) proceeds with the change.~~

48	91	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</p>	<p><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p><b><i>Notwithstanding anything contained under this Agreement, the maximum aggregate liability of Service Provider under the empanelment Agreement, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed <b>fees paid by the Bank in the preceding twelve (12) months under the relevant SOW under which the claim arise Rs. 10,00,000/- (Rupees Ten Lakh only) or equivalent to amount of Performance Security in form of Bank Guarantee [BG] submitted by Service Provider in pursuant to this RFP, whichever is greater.</b></i></b></p> <p><b><u>The below clause is the repetition of the above statement. Request for deletion of the same.</u></b></p> <p><b><i><del>The maximum aggregate liability of Service Provider under the respective LIMITED TENDER ENQUIRY and SOW to be entered in pursuant to such LIMITED TENDER</del></i></b></p>	No change
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TENDER ENQUIRY, whichever is greater.

~~**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.**~~

49	91	21	<p>For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.</p>	<p><b><u>Request SBI team to consider the below modified changes:</u></b></p> <p>"For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, <b><i>pandemic, government imposed lockdown,</i></b> quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding <b><i>reasonable</i></b> performance of Service Provider and / or Sub-Contractor but does not include any reasonably foreseeable events, commercial considerations or those involving fault or <b><i>gross</i></b> negligence on the part of the party claiming Force Majeure."</p>	<p><b>No change</b></p>
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50	92	23.7	<p>ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:</p> <p>(i) This Agreement;  (ii) Annexure of Agreement;  (iii) Purchase Order No. _____ dated _____;  (iv) RFP; and  (v) EOI</p>	<p><b><u>Request SBI team to consider the below modified changes:</u></b></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 _____;  <del>(iv) RFP; and</del>  <del>(v) EOI</del></p>	<p><b>No change</b></p>
51	93	(Add as) 23.11	<p>Assignment</p>	<p>Request SBI to add the clause for Assignment as:  <b><i>"Either Party shall have the right to assign this Agreement in whole or in part to any third party with other Party's prior approval."</i></b></p>	<p><b>No change</b></p>

52	145	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>Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with <del>or</del> <b>without</b> the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:</p> <p><b><del>ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.</del></b></p> <p><b><del>iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the</del></b></p>	No change
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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.

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.

vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.

~~**aforesaid sum and interest.**~~

~~**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.**~~

~~**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.**~~

vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of **two five** years, which may be further extended at the discretion of the BUYER.

~~**ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.**~~

53	146	Appendix–N Clause 5.2	The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.	The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with <del>or</del> <b>without</b> 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.	<b>No change</b>
54		DB Administration and activities		Total number of servers/VMs, Prod & non-prod databases and number of applications	<b>Non Prod - 12 Prod - 6</b>
55	45	Appendix-E	As per the RFP, It is mentioned to take care of <b>Installation and administration of Oracle Database.</b>	Kindly confirm if the databases to be managed are in RAC or non-RAC configuration. Also, please let us know what are the database versions to be managed.	<b>RAC, At present Oracle 19c</b>
56	45	Appendix-E	AS per RFP, this is mentioned to take care of <b>RHEL Server administration</b>	Kindly confirm the version of Redhat Linux are to be taken care of. Are there only single RHEL version installed across servers/VMs or multiple versions of RHEL are installed?	<b>WEB - nginx version 122.1 APP - JAVA 17, PHP 7.4.x DB - Oracle 19c OS- RHEL 8.9</b>
57	45	Appendix-E	AS per RFP, this is mentioned to take care of <b>Nginx/Apache Server administration</b>	Kindly confirm the version of Nginx/Apache are to be taken care of.	<b>WEB - nginx version 122.1 APP - JAVA 17, PHP 7.4.x DB - Oracle 19c OS- RHEL 8.9</b>

58	40	Appendix-E	As per RFP, There is no information about the ticket size(dump)	Kindly share the tickets dump raised in last one year along with L1/L2/L3/L4 categorization.	<b>Clarification : This is new application. Average no of tickers per day 200</b>
59	41	System administration & activities	This is mentioned in RFP "Routine Database and Server Patching/upgrade as per the Bank's policy"	We assume that only routine patches would be applied as a part of regular support and no major upgrade for DB/OS system would be considered part of this project's scope. Kindly confirm.	<b>Clarificaiton : All upgrades/patching are in scope of work</b>
60	NA	Generic	Architecture Details	<ol style="list-style-type: none"> <li>1. Kindly share details of hardware - which all machines host the VMs? What kind of virtualization is used?</li> <li>2. Please share the architecture diagrams of PROD applications including number of nodes for application and DB and integrations</li> <li>3. Please share number of Prod / Non-Prod/ DR instances with attached nodes.</li> </ol>	<b>Clarification : All details will be provided once onboarded</b>
61	78	SCOPE OF WORK	It is mentioned under Point 2.1 and 2.2 that VPN access will be provided to the SI.	Kindly confirm if this arrangements can be performed remotely through VPN or onsite presence of all/some of the resources is required.	<b>Resources need to be onsite,however during any unforeseen events remote support may be required.</b>
62	NA	Generic	OS and Application version details	Please share the data given in below table	
63	26	24. Services	Different cluases in this section mentions about hardware support and firmware upgrade	Kindly confirm if hardware support is also required.	<b>The Application is hosted on Bank internal Cloud and will be maintained by the Bank. However the resource has to co-ordinate for any support with VM team, if required.</b>  <b>WEB - nginx version 122.1</b>
			<b>Component</b>	<b>Details</b>	
			Oracle Database version		
			Oracle Database Size		
		NGINX version			

			APACHE Version		<b>APP - JAVA 17, PHP 7.4.x</b> <b>DB - Oracle 19c</b> <b>OS- RHEL 8.9</b>
			RHEL OS Version		
64	76	1.9.9	N/A	If there any provision on prapicipation of Non empanelment partner/company for the said RFP	<b>No</b>

Authorised Signatory