REQUEST FOR EXPRESSION OF INTEREST FOR SHORTLISTING OF CONSULTANCY SERVICES FOR HR TRANSFORMATION

Ref: SBI/RP&PM(HR)/EOI/2025-26/01 DATED 30/07/2025

Pre-Bid Queries and Responses

Date: 18.08.2025

Sl	EOI	EOI Clause No.	Existing Clause	Query/Suggestions	Remarks
No.	Page				
1	No. 28	Appendix B S.No. 5	Bidder should have proven experience and demonstrated capability in providing consultancy services in the field of comprehensive HR Transformation / HR related large-scale projects as indicated in the scope of work, during last five years (as on 30.06.2025) as below: I. For Financial Institutions / Public Sector Bank's/ Private Sector Bank's/ BFSI in India/ Globally, and II. With employee strength of at least 25000 and III. With an asset base size of more than Rs 1 lakh crores, and IV. Minimum Project duration of 6 months and V. Minimum experience of 5 years (as per scope of work)	1. We would like to clarify if "ongoing" projects that meet the specified parameters will be considered towards fulfilling the eligibility criteria. 2. Further, we would like to clarify if "Minimum experience of 5 years (as per scope of work)" refers to — a) Projects that commenced at least 5 years ago and are completed, or b) Projects (ongoing or completed) undertaken within the last 5 years from the date mentioned (i.e., 30.06.2025), provided the bidder has a minimum of 5 years' experience in delivering similar services as outlined in the scope of work	We clarify that projects (ongoing or completed) undertaken within the last 5 years from the date mentioned (i.e., 30.06.2025), provided the bidder has a minimum of 5 years' experience in delivering similar services as outlined in the scope of work, shall be considered.
2	31	Appendix C	Scope of Work	Request you to please clarify the expected timelines for different phases of the project	Please refer to Clause 7(ii) on page number 10 of EOI document. The detailed analysis of scope of work and timelines shall be discussed at the RFP stage.
3	31	Appendix C Module 2	Module 2: Talent Management Framework, Capability Building & Future Readiness Define, Design and Implement Deploy personalized and uniform digital learning using AI-tools and integrate with the Bank's existing	Basis our experience, the Bank has existing tools and systems. We would like to clarify that the bidder will work with the Bank to design and onboard vendors to deploy personalized and uniform digital learning using AI-tools.	Please refer to Clause 7(ii) on page number 10 of EOI document. **

			Learning & Development ecosystem		
			based on role and skill cluster		
4	35	Appendix C Module 6	Module 6: Onboarding Define, Design and Implement 1. Design and integrate capabilities in	that we reword the section to clarify:	Please refer to Clause 7(ii) on page number 10 of EOI document. **
			existing HRMS system for online submission of personal details, document uploads, e-signing of offer letters, acceptance of policies, chatbots, FAQs etc. 2. Design and integrate capabilities in existing HRMS system for auto creation of employee IDs, payroll setup, email setup etc.		
5	6	1 (iii)	Unless otherwise specifically permitted in Appendix-B, a bidder may not use the credentials of the original/parent entity of the bidder from which it has been demerged and come into existence, to meet the turnover, profit, experience or other eligibility criteria of EOI.	Is it permissible to use the credentials of sister concern governed by same parent entity as the bidding entity?	We advise no change in EOI terms and conditions.
6	28	Appendix - B	Bidder should have proven experience and demonstrated capability in providing consultancy services in the field of comprehensive HR Transformation / HR related large-scale projects as indicated in the scope of work, during last five years (as on 30.06.2025)	Bidder usually has transformation projects that are multi competency, can we submit those that has an HR Part also?	We clarify that experience in providing consultancy services in HR related projects delivering individual modules within the scope of work will also be considered, subject to fulfilment of all other eligibility criteria.

7	28	Appendix - B (5)	Bidder should have proven experience and demonstrated capability in providing consultancy services in the field of comprehensive HR Transformation / HR related large-scale projects as indicated in the scope of work, during last five years (as on 30.06.2025)	2. Credential of another sector only to	 We advise that existing terms and conditions as per the eligibility criteria shall prevail. We clarify that any credentials to demonstrate minimum 5 years of experience (as per scope of work) is acceptable.
8	28	Appendix - B (5)	Bidder should have proven experience and demonstrated capability in providing consultancy services in the field of comprehensive HR Transformation / HR related large-scale projects as indicated in the scope of work, during last five years (as on 30.06.2025)	considered or do we have to share credentials from our projects with clients	 For B.5.I to IV We advise that existing terms and conditions as per the eligibility criteria shall prevail. For point no. B5.V We clarify that any credentials to demonstrate minimum 5 years of experience (as per scope of work) is acceptable.
9	28	Appendix - B (6)	Client references and contact details (email/landline/mobile) of customers for whom the Bidder has executed similar projects in India / Abroad. At least Three (03) client references are required. (Start and End dates of the past project to be mentioned)	Can the references be sector agnostic?	Yes.
10	28	Appendix - B (6)	Client references and contact details (email/landline/mobile) of customers for whom the Bidder has executed similar projects in India/ Abroad. At least Three (03) client references are required. (Start and End dates of the past project to be mentioned)	Will the client SPOC's contact details suffice or are we required to submit Engagement Letters / work orders as well for references?	We clarify that bidder should submit client references as per Appendix-F on their letterhead only at the EOI stage, comprising client contact details of SPOC or any other authorized person.

11	28	Appendix -B(5 & 6)	5. Bidder should have proven experience and demonstrated capability in providing consultancy services in the field of comprehensive HR Transformation / HR related large-scale projects as indicated in the scope of work, during last five years (as on 30.06.2025) as below: I. For Financial Institutions / Public Sector Bank's/ Private Sector Bank's/ BFSI in India/ Globally, and II. With employee strength of at least 25000 and III. With an asset base size of more than Rs 1 lakh crores, and IV. Minimum Project duration of 6 months and V. Minimum experience of 5 years (as per scope of work) 6. Client references and contact details (email/landline/mobile) of customers for whom the Bidder has executed similar projects in India/Abroad. At least Three (03) client references are required. (Start and End dates of the past project to be mentioned)	Regarding the eligibility and technical evaluation criteria (Appendix-B, Page 27), would SBI consider three distinct client references where we have delivered individual modules—such as HRMS implementation, talent management, or workforce planning—at scale, or three comprehensive, end-to-end HR transformation projects? This would allow us to demonstrate deep expertise across all required modules, even if delivered separately in different client contexts."	We clarify that three distinct client references delivering individual modules within the scope of work will also be considered.
12	6	Clause 1(vii)	Interested Bidders are advised to go through the entire EOI before submission of online Bids to avoid any chance of elimination. The criteria and the actual process of evaluation of the	Will the future RFP include specific commercial evaluation models such as L1, QCBS (Quality-Cost Based Selection), or fixed price formats?"	Technical and commercial evaluation models and bid submission guidelines shall be incorporated in the RFP.

			responses to this EOI and subsequent selection of the successful Bidder will be entirely at Bank's discretion.		
13	6	Clause 1(iii)	Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in Appendix-B of this EOI and willing to provide the consultancy services required by the Bank through RFP process in pursuant to this EOI. The interested Bidders who agree to all the terms and conditions contained in this EOI may submit their Bids with the information desired in this EOI. Consortium bidding is not permitted under this EOI. Unless otherwise specifically permitted in Appendix-B, a bidder may not use the credentials of the original/parent entity of the bidder from which it has been demerged and come into existence, to meet the turnover, profit, experience or other eligibility criteria of EOI.	Could you please clarify SBI's stance on subcontracting for this engagement? Specifically, are bidders permitted to subcontract certain modules or specialized tasks to partner firms, and if so, is there a maximum percentage of the overall scope that may be subcontracted? Additionally, are there any restrictions regarding the types of activities or modules that can be subcontracted, or requirements for prior approval of subcontractors?"	Specific provisions relating to the sub-contracting will be provided in the RFP. The Bank's decision in this regard shall be final and binding on all the bidders."
14	13	Clause 12(iv)	After examining the EOI, some or all of the Bidders may be asked to make presentation of the solution and demonstrate proof of concept (POC). The Bidder shall bear all costs associated with submission of EOI, presentation/ POC desired by the Bank. The Bank shall not be	Will financials be submitted as part of the RFP or post-technical shortlisting? Will there be minimum/maximum thresholds set?	We advise that Technical and Commercial evaluation models and bid submission guidelines shall be incorporated in the RFP.

			responsible or liable for any cost thereof, regardless of the conduct or outcome of the process.		
15	27	Appendix -B	Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected	Could you please clarify whether the documents listed under Appendix-B, specifically those related to eligibility criteria and supporting evidence, are required to be submitted as part of our initial response to the EOI, or will they be requested at a later stage in the selection process (such as during the RFP or post-shortlisting)? This will help us ensure our submission is fully compliant with SBI's requirements	We advise that Documents listed under Appendix-B and point 9 on page number 11 of EOI document are required to be submitted along with the Bid submission.
16	6	1 - iii	Unless otherwise specifically permitted in Appendix-B, a bidder may not use the credentials of the original/parent entity of the bidder from which it has been demerged and come into existence, to meet the turnover, profit, experience or other eligibility criteria of EOI.	We suggest to allow companies to utilise / leverage their global credentials (associated with parent or subsidiaries of parents or affiliates of the bidder entity). We believe global credentials, learnings, capabilities and resources, which at times are associated with separate entity other than the India entity (part of the same parent entity) allows for critical and highly proficient experience / expertise to bring to to service companies in India	We advise that existing terms and conditions as per the eligibility criteria shall prevail.
17	28	Appendix B - point 5	Bidder should have proven experience and demonstrated capability in providing consultancy services in the field of comprehensive HR Transformation / HR related large-scale projects as indicated in the	We request clarification on whether the detailed criteria's in this point are to be interpreted as "AND" or "OR" condition. Example: Are we looking at FS experience with asset base of >1 lakh Cr having >25k employees or are we looking at these criteria's individually?	We advise that existing terms and conditions as per the eligibility criteria shall prevail.

			scope of work, during last five years	The AND criteria limits the number of	
			(as on 30.06.2025)	companies here. We request to redefine	
				the eligibility criteria or reduce the	
				threshold to allow to display relevant	
				experience / credentials.	
18	28	Appendix B -	For Financial Institutions / Public	We suggest expanding the eligibility scope	We advise that existing terms and
		point 5, sub point	Sector Bank's/ Private Sector Bank's/	to include experience across other	conditions as per the eligibility
		i	BFSI in India/ Globally, and	industries as well. We believe all large	criteria shall prevail.
				companies bring in a nuanced set of	
				challenges and require bespoke	
				solutioning but the challenges faced /	
				need for evolution is common in financial	
				service institutions vs. non-financial	
				service institutions (e.g. Steel, Oil, FMCG,	
				IT services companies etc.). The	
				experience of working across different	
				industries and not just limiting to financial	
				services is a differentiation in the outlook	
				for creating innovative solutions for SBI. It	
				helps us look beyond benchmarking	
				finance focused peers and rather truly	
				learn from the best. Thus, we request to	
				change this clause to NOT only being	
				limited to financial institutions but to	
				expand to other industries	
19	28	• •	With employee strength of at least	While we value the intent to look at	O
		point 5, sub point	25000	experiences with very large-scale	conditions as per the eligibility
		ii		organisations but it also restricts looking	criteria shall prevail.
				at experience of companies which are	
				relatively small in size (10000-15000	
				employees) but are growing fast and are	
				well positioned to deliver transformative	
				results. We suggest to revise this threshold	

				to 5,000 employees or more, to ensure bidder experiences are diverse and are a right blend of experience of large scale and moderately scaled fast-growing organisations	
20	28	Appendix B - point 5 , sub point iii	With an asset base size of more than Rs 1 lakh crores	We suggest to exclude this criteria give the criteria related to size of the organisation is already captured through employee strength criteria (Appendix B, point 5, sub point ii) and also the asset base metric is limiting in nature. For non-lending businesses in financial services like Payment companies, Broking companies, Wealth Management etc. the metric of asset base is the NOT the right metric to look at and we request to exclude this criteria	We advise that existing terms and conditions as per the eligibility criteria shall prevail.
				We also suggest to reduce the threshold on the parameter to Rs 25000 crores vs. 1 Lak crores - in line with the explanation in Sr. No. 4 of our queries, indicating to include relatively mid-size companies to be included in the credentials	
21	28	Appendix B - point 5 , sub point iv	Minimum Project duration of 6 months	We are leaders in doing strategy/ transformation projects across the globe. Some of these are scoped for complete E2E strategy while others focus on specific top-of-mind topics (e.g. diagnostic studies, strategic blueprints, org design, attrition). Some of these projects are also run in phases including intermediate gaps and thus not always extend beyond 6	We advise that existing terms and conditions as per the eligibility criteria shall prevail.

				months. We believe the 6-months criteria	
				overlooks the aspects of phased projects	
				and dedicated topic-specific projects. We	
				suggest to kindly change this to 2 months	
				(in line with typical length of a short-	
				medium term strategy engagement)	
22	43	Appendix F	Size of Project - Value of Work Order	We suggest to exclude Value of work order	We advise that existing terms and
			(In Lakh) (only single work order)	here given a) client confidentiality around	conditions as per the eligibility
				details of engagement and b) high	criteria shall prevail. We clarify that
				variation in value of work driven by varying	value of work order may also be
				project lengths in private sector work,	provided in indicative ranges.
				varying team structure and multi-phased	
				projects. In our experience, large-scale	
				engagements with a client are often	
				delivered through multiple phases or	
				project modules—some shorter in	
				duration but high in strategic impact,	
				others longer-term with different value	
				structures. As such, the value of a single	
				work order may not be a reliable proxy for	
				the depth or scale of expertise.	
23	31	Appendix-C		Does the Bank expect a full-fledged	We clarify that a full-fledged
				technical presentation for proposed	presentation on proposed
				solutions to be submitted along with the	approach/ solutions as per the
				Bid at EOI stage.	scope of work and deliverables is
					not required to be submitted along
					with EOI bid. However, please refer
					point no. 11 in "Schedule of Events"
					in the EOI.

24	Pg 28	Appendix-B, 5	Bidder should have proven experience	Clarification required on point 5: Clarify in	We clarify that any credentials to
			and demonstrated capability in	detail the minimum experience of 5 years	demonstrate minimum 5 years of
			providing consultancy services in the	requirement as per scope of work	experience (as per scope of work) is
			field of comprehensive HR	mentioned [Point 5]	acceptable.
			Transformation / HR related large-		
			scale projects as indicated in the		
			scope of work, during last five years		
			(as on 30.06.2025) as below:		
			I. For Financial Institutions / Public		
			Sector Bank's/ Private Sector Bank's/		
			BFSI in India/ Globally, and		
			II. With employee strength of at least		
			25000 and		
			III. With an asset base size of more		
			than Rs 1 lakh crores, and		
			IV. Minimum Project duration of 6		
			months and		
			V. Minimum experience of 5 years (as		
			per scope of work)		
25	Pg 28	Appendix-B, 5	Bidder should have proven experience	How many case studies are required?	We clarify that projects (ongoing or
			and demonstrated capability in		completed) undertaken within the
			providing consultancy services in the		last 5 years from the date
			field of comprehensive HR		mentioned (i.e., 30.06.2025),
			Transformation / HR related large-		provided the bidder has a minimum
			scale projects as indicated in the		of 5 years' experience in delivering
			scope of work, during last five years		similar services as outlined in the
			(as on 30.06.2025) as below:		scope of work, shall be considered.
			I. For Financial Institutions / Public		
			Sector Bank's/ Private Sector Bank's/		
			BFSI in India/ Globally, and		
			II. With employee strength of at least		
			25000 and		

		I		1	
			III. With an asset base size of more		
			than Rs 1 lakh crores, and		
			IV. Minimum Project duration of 6		
			months and		
			V. Minimum experience of 5 years (as		
			per scope of work)		
26	Pg 28	Appendix-B, 5	Bidder should have proven experience	Considering the scope includes multiple	We clarify that experience in
			and demonstrated capability in	distinct modules (e.g., manpower	providing consultancy services in
			providing consultancy services in the	planning, performance management,	HR related projects delivering
			field of comprehensive HR	productivity analytics), request to allow	individual modules within the
			Transformation / HR related large-	bidders with deep experience in any one or	scope of work will also be
			scale projects as indicated in the	more modules to qualify, rather than	considered, subject to fulfilment of
			scope of work, during last five years	requiring end-to-end HR transformation	all other eligibility criteria.
			(as on 30.06.2025) as below:	projects [Point 1]	, , , , , , , , , , , , , , , , , , ,
			I. For Financial Institutions / Public	projecto įr eime t	
			Sector Bank's/ Private Sector Bank's/		
			BFSI in India/ Globally, and		
			II. With employee strength of at least		
			25000 and		
			III. With an asset base size of more		
			than Rs 1 lakh crores, and		
			·		
			IV. Minimum Project duration of 6		
			months and		
			V. Minimum experience of 5 years (as		
			per scope of work)		
27	Pg 28	Appendix-B, 5	Bidder should have proven experience	Request to expand the client eligibility to	We advise that existing terms and
			and demonstrated capability in	include large scale organizations in India/	conditions as per the eligibility
			providing consultancy services in the	global (Non BFSI sector) [Point 1]	criteria shall prevail.
			field of comprehensive HR		
			Transformation / HR related large-		
			scale projects as indicated in the		
			scope of work, during last five years		
			(as on 30.06.2025) as below:		

			I. For Financial Institutions / Public Sector Bank's/ Private Sector Bank's/ BFSI in India/ Globally, and II. With employee strength of at least 25000 and III. With an asset base size of more than Rs 1 lakh crores, and IV. Minimum Project duration of 6 months and V. Minimum experience of 5 years (as per scope of work)		
28	Pg 28	Appendix-B, 6	Client references and contact details (email/landline/mobile) of customers for whom the Bidder has executed similar projects in India/Abroad. At least Three (03) client references are required. (Start and End dates of the past project to be mentioned)	Can redacted client work orders or self- declarations be provided instead of client contact details especially for confidential or sensitive assignments or where the client SPOC has left the organization?	We clarify that bidder should submit client references as per Appendix-F on their letterhead only at the EOI stage, comprising client contact details of SPOC or any other authorized person.
29	Pg 40	Appendix-C	PROJECT TIMELINES: The indicative timeline for completion of the project is 18 months	Could you please clarify if all 11 modules are expected to be delivered simultaneously, or if a phased or priority-based implementation plan will be provided in the RFP?	Please refer to Clause 7(ii) on page number 10 of EOI document. The detailed analysis of scope of work and timelines shall be discussed at the RFP stage.
30	28 of 46	5.I and 5.II	Bidder should have proven experience and demonstrated capability in providing consultancy services in the field of comprehensive HR Transformation / HR related large-scale projects as indicated in the scope of work, during last five years (as on 30.06.2025) as below: I. For Financial Institutions / Public Sector Bank's/	Request to consider experience in any Government Sector Companies (Central/State PSUs) along with BFSI institutions or BFSI entities with an employee strength of at least 10,000.	We advise that existing terms and conditions as per the eligibility criteria shall prevail.

			BFSI in India/ Globally, and		
			II. With employee strength of at least		
			25000 and		
31	28	Appendix B	Documents to be submitted 5. Copy of the order and/or Certificate of completion of the work.	We are bound by confidentiality under the Engagement Letter/Agreement signed with the clients due to which we may not be able to share the engagement letter, Copy of the order or Certificate of completion of the work. Request for a self-declaration signed by authorized signatory to be accepted as supporting document in such cases. We request to amend the criteria as "Copy of the order and/or Certificate of completion of the work and/or client email confirmation and/or self-declaration by authorized signatory"	We advise that existing terms and conditions as per the eligibility criteria shall prevail.
32	43	Appendix F	Format for submission of client queries	While we are happy to provide client references as required, the project value for several of our engagements is deemed confidential. We kindly request that indicative ranges be accepted for such cases.	Indicative ranges may also be accepted.
33	45	Appendix H	Past/present litigations, disputes, if any pertaining to the bidder (Refer S. No. 7 of Appendix-B)	It is expected to share litigation details in Appendix H. However, please note that we are bound by confidentiality under the Engagement Letter/Agreement signed with the clients, and we won't be able to share these details. We suggest to accept self-declaration by authorized signatory to be accepted stating that the pending litigations will have no adverse effect on the business of the company or its ability	No change in EOI terms and conditions. Bidder is required to provide details as per Appendix H. However, in case there is no such past/ present litigations, disputes, as sought in S. No. 7 of Appendix B of the EOI, the Bidder may provide self-certificate on Company's letter head that "We hereby certify that as on the date of submission of Bid for this EOI, we do not have any past /

				to perform its obligations under the agreement.	present litigation which adversely affects our participation or ability to perform our obligations under this EOI."
34	31	Module 2: Talent Management Framework, Capability Building & Future Readiness Define, Design and Implement i. Talent Management and Future Ready Employees	Identify skill gaps and capabilities through skill diagnostic.	Could you please clarify the total no. of employees that need to be assessed under the skill diagnostic?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
35	32	Module 2: Talent Management Framework, Capability Building & Future Readiness Define, Design and Implement i. Talent Management and Future Ready Employees	Build a centralized and dynamic master skill inventory listing workforce competencies and role-wise skills & competencies requirements.	Could you please clarify how many unique job roles exist in the bank?	Please refer to Clause 7(ii) on page number 10 of EOI document. **

36	32	Module 2: Talent Management Framework, Capability Building & Future Readiness Define, Design and Implement i. Talent Management and Future Ready	Link priority skills to upskilling and reskilling pathways.	Could you please clarify how many employees are expected to undergo upskilling/reskilling as part of future-readiness?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
37	32	Employees Module 2: Talent Management Framework, Capability Building & Future Readiness Define, Design and Implement i. Talent Management and Future Ready Employees	Design structured and tiered career progression pathways.	Are structured career progression pathways expected to be designed for all unique job roles - please confirm.	Please refer to Clause 7(ii) on page number 10 of EOI document. **
38	33	Module 3: Manpower Assessment & Planning Define, Design and Implement i. Strategic	Staff requirement should be assessed based on scientific formulas and algorithms with various parameters including, unit size, category, location, business potential, volume of transactions etc.	Could you please clarify how many branches/zones/functions are to be covered under manpower assessment?	Please refer to Clause 7(ii) on page number 10 of EOI document. **

		Workforce Planning			
39	33	Module 4: Employer Branding, Employee Engagement And EVP Define, Design and Implement i. Employer Branding, Employee Experience and EVP	Design and implement internal engagement models/ toolkits, with tailored engagement needs across segments, embedding EVP into the employee experience across all ELC stages	Could you please clarify how many employee segments (e.g., young talent, rural branch staff) need tailored engagement models?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
40	34	Module 5: Recruitment Define, Design and Implement i. Revamp & Digitization of Recruitment Workflow	Develop or recommend realistic job preview model to provide a balanced view of jobs.	Could you please clarify how many roles and levels require psychometric assessments or job previews?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
41	35	Module 6: Onboarding Define, Design and Implement i. Seamless	Redesign and implement a standardized onboarding journey using digital pre-joining modules and induction sessions to reduce time and inconsistencies.	Could you please clarify how many different onboarding journeys (e.g., lateral, entry-level, contract) need to be mapped?	Please refer to Clause 7(ii) on page number 10 of EOI document. **

		Onboarding Experience			
42	39	Module 10:	Design differentiated and structured	Could you places elevity how many	Places refer to Clause 7(ii) on page
42	39	Leadership	leadership grooming journeys and	Could you please clarify how many leadership levels (e.g., DGM, GM, CGM)	Please refer to Clause 7(ii) on page number 10 of EOI document. **
		· •	training programs tailored to the	, , ,	number 10 of EOI document.
		Succession	cohorts/roles.	are in scope for development journeys:	
		Planning	Conorts/rotes.		
		Define, Design			
		and Implement			
		i. Build Future-			
		Ready			
		Leadership			
		Pipeline			
43	39	Module 10:	Design differentiated and structured	Could you please clarify how many	Please refer to Clause 7(ii) on page
		Leadership	leadership grooming journeys and	custom training journeys are to be	number 10 of EOI document. **
		Development &		developed for leadership cohorts?	
		Succession	cohorts/roles.	·	
		Planning			
		Define, Design			
		and Implement			
		i. Build Future-			
		Ready			
		Leadership			
		Pipeline			
44	39	Module 10:	Introduce online assessment to	Could you please clarify how many	Please refer to Clause 7(ii) on page
		Leadership	factor-in the leadership styles.	employees will go through online	number 10 of EOI document. **
		Development &		leadership assessments?	
		Succession			
		Planning			
		Define, Design			
		and Implement			
		ii. Succession			
		Planning			

45	28	Appendix B-	Copy of the order and/or Certificate of		We advise that existing terms and
		Bidder Eligibility criteria, point 5	completion of the work.	certification as a valid proof of completion?	conditions as per the eligibility criteria shall prevail.
46	8	3, iV	The Bank, its employees and advisors	In accordance with standard industry	We advise that existing terms and
.0		3,17	make no representation or warranty	practice, our aggregate liability under this	conditions as per the eligibility
			and shall have no liability to any	RFP and in connection with any work	criteria shall prevail.
			person, including any Bidder under	order/agreement and in connection with	,
			any law, statute, rules or regulations	the services shall be for direct damages	
			or tort, principles of restitution or	only and shall, in all circumstances and	
			unjust enrichment or otherwise for	events, be limited to one time the fees paid	
			any loss, damages, cost or expense	to us under the engagement. We shall not	
			which may arise from or be incurred or	be liable for any indirect or consequential	
			suffered on account of anything	losses.	
			contained in this EOI or otherwise,		
			including the accuracy, adequacy,		
			correctness, completeness or		
			reliability of the EOI and any		
			assessment, assumption, statement		
			or information contained therein or		
			deemed to form or arising in any way		
47	31	Appendix C	for participation in this EOI.	Whether the Bank has any preferred	We advise that the Bank does not
47		Appendix C		Agencies/Vendors for Background	have any preferred agencies or
				verification in recruitment or the	vendors for Background verification
				Consultant would be expected to	in recruitment. **
				recommend solutions/ vendors for the	
				same as part of scope of work.	
48	12	9(ii)(a)	Literature on proposed solutions	Please clarify the expected level of depth	We advise that the proposed
			/services should be segregated and	and format expected for this section;	solutions and implementation
			kept in one section.	Should it present a high-level conceptual	steps are required to be submitted
				overview of proposed solutions, or include	at the RFP stage.
				detailed methodological and tool-specific	
				descriptions with implementation steps?	

49	31	Module 1: HR	HR Operating Model	Should this deliverable be limited to a	Please refer to Clause 7(ii) on page
		Strategy,	Review the existing HR structure and	diagnostic of the current operating model,	number 10 of EOI document. **
		Operating Model	operations in the Bank.	or are we also expected to design and	
		and Technology		propose a future-state operating model?	
50	31	Module 1: HR	Recommend technology and Al-	Could you please specify which ATS/	Please refer to Clause 7(ii) on page
		Strategy,	powered enablers to support the	Performance management/ offboarding	number 10 of EOI document. **
		Operating Model	future-state technology architecture,	platforms are currently in use?	
		and Technology	ensuring integration with the existing		
			systems for continuity and scale.		
51	31	Module 1: HR	Recommend technology and Al-	Could you please specify whether a	Please refer to Clause 7(ii) on page
		Strategy,	powered enablers to support the	decision has already been made on the	number 10 of EOI document. **
		Operating Model	future-state technology architecture,	future HRMS or any overarching HR	
		and Technology	ensuring integration with the existing	strategy or vision that this architecture	
			systems for continuity and scale.	should align to?	
52	31	Module 1: HR	Design future-state HR technology	Please clarify whether the scope includes	Please refer to Clause 7(ii) on page
		Strategy,	architecture; recommend Al-powered	end-to-end design and implementation of	number 10 of EOI document. **
		Operating Model	enablers.	a new HR tech stack or only	
		and Technology		enhancements and integrations with the	
				existing HRMS platform.	
53	31	Module 1: HR	•	Are there any specific HR/ELC elements	Please refer to Clause 7(ii) on page
		Strategy,	data-driven insights.	you have in mind that these dashboards	number 10 of EOI document. **
		Operating Model		should focus on? Is there a central data	
		and Technology		lake for various HRMS, ATS and LMS data	
				points?	
54	31	Module 1: HR	5	Are we expected to provide end-to-end	Please refer to Clause 7(ii) on page
		Strategy,	Architecture with implementation	implementation support for the	number 10 of EOI document. **
		Operating Model	plan.	recommended technology enablers or	
		and Technology		only strategic recommendations and	
				implementation roadmap	

55	31	Module 2: Talent	Identify skill gaps and capabilities	Our understanding is that the consultant's	Please refer to Clause 7(ii) on page
		Management	through skill diagnostic.	responsibility is to design assessments to	number 10 of EOI document. **
		Framework,		baseline both technical and behavioural	
		Capability		skills across SBI at all levels; please	
		Building & Future		validate this understanding.	
		Readiness		We also understand that the consultant is	
				only expected to design the skills	
				assessments, while implementation or	
				conducting the assessments is out of	
				scope.	
				In case third-party assessments are	
				recommended, SBI will handle the	
				contracting; Please confirm if this is	
				correct.	
				Finally, please confirm that the	
				assessment design applies exclusively to	
				permanent employees of the bank and	
				associated roles.	
56	31	Module 1: HR	Develop real-time dashboards for	Does the scope include implementing	Please refer to Clause 7(ii) on page
		Strategy,	data-driven insights to support	dashboards within the bank's HR systems,	number 10 of EOI document. **
		Operating Model	decision-making in strategy as well as	or is the consultant's role limited to	
		and Technology	operations.	designing possible dashboards and	
				defining metrics to be tracked by the	
				bank?	
57	31	Module 1: HR	HR Operating Model	Is the scope of change management,	Please refer to Clause 7(ii) on page
		Strategy,	■Design Change Management,		number 10 of EOI document. **
		Operating Model		all modules of the HR and AI-powered	
		and Technology	drive adoption.	tools and enablers?	
				Does the training scope include only	
				planning and facilitation, or does it also	
				require content creation and delivery?	
				What is the scope of work in terms of the	

				number of impacted employees and branches across India?	
58	32	Module 2: Talent Management Framework, Capability Building & Future Readiness	Deploy personalized and uniform digital learning using AI-tools and integrate with the Bank's existing Learning & Development ecosystem based on role and skill cluster.	Are we expected to recommend specific Al learning platforms/ vendors, or only outline functional requirements for SBI to procure?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
59	32	Module 2: Talent Management Framework, Capability Building & Future Readiness	Build a centralized and dynamic master skill inventory listing workforce competencies and role-wise skills & competencies requirements.	Could you please provide insights on the number of unique roles that will be included in the scope of this exercise?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
60	32	Module 2: Talent Management Framework, Capability Building & Future Readiness	Build dashboards to monitor capability building and career progression, trends and feedback.	Could you please help us understand which user personas are these dashboards intended for?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
61	32	Module 2: Talent Management Framework, Capability Building & Future Readiness	Conduct 360-degree capability assessments and design framework for segmentation of workforce by criticality, scale, role-readiness, digital readiness.	assessment based on the skills	Please refer to Clause 7(ii) on page number 10 of EOI document. **

62	32	Module 2: Talent	Define a bank-wide skill program for	Please confirm if the skills program need	Please refer to Clause 7(ii) on page
		Management	capability development.	to cover both technical and behavioural	number 10 of EOI document. **
		Framework,		competencies. This is a board ask from the	
		Capability		Bank. Could you provide details such as	
		Building & Future		no. of employees, specific levels in scope,	
		Readiness		type of learning (digital / classroom) etc.	
				Our assumption is that the skills program	
				only need designed in terms of the	
				curriculum and content design or curation	
				is out of scope. Please confirm.	
				We understand that SBI already has a very	
				strong ecosystem of ATIs and SBILDs that	
				drives capability building for both	
				technical and behavioural skills. What is	
				the expectation from the consultation? For	
				ex. will SBI shortlist certain capabilities at	
				the time of the project execution?	
63	32	Module 2: Talent	Link priority skills to upskilling and	Our understanding is that the consultant is	Please refer to Clause 7(ii) on page
		Management	reskilling pathways.	expected to design learning pathways for	number 10 of EOI document. **
		Framework,		priority skills. Kindly validate.	
		Capability			
		Building & Future			
		Readiness			
64	32	Module 2: Talent	Deploy personalized and uniform	We understand that the consultant is not	Please refer to Clause 7(ii) on page
		Management	digital learning using AI-tools and	required to design digital content and is	number 10 of EOI document. **
		Framework,	integrate with the Bank's existing	only expected to assist SBI with deploying	
		Capability	Learning & Development ecosystem	the content; please confirm if this is	
		Building & Future	based on role and skill cluster.	correct.	
		Readiness		We are also aware that SBI has already	
				implemented an AI-based LMS for learning	
				deployment. Given this context, could you	
				clarify the specific role and	

				responsibilities expected of the	
				consultant?	
65	32	Module 3: Manpower Assessment & Planning	Design, recommend and implement end-to-end analytics powered solutions for short- and long-term manpower assessment and planning, ascertaining vacancies for recruitment, promotions and transfers of the employees as per bank guidelines and future requirements.	What is the time period (in months/years) that a consultant should take into consideration for short- and long-term duration while conducting manpower planning?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
			Staff requirement should be assessed based on scientific formulas and algorithms with various parameters including, unit size, category, location, business potential, volume of transactions etc.		
66	32	Module 2: Talent management & future readiness employees	Identify skill gaps and capabilities through skill diagnostic.	Will the diagnostic include behavioural, technical, or functional skills (or all three)?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
67	32	Module 2: Talent management & future readiness employees	Design a future-ready talent architecture aligned with the Bank's performance and growth goals and transition to a skill-based organization.	Is the organization planning a complete shift to a skill-based model, or will it adopt a hybrid approach that combines both positions and skills?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
68	32	Module 2: Talent management & future readiness employees	Build a centralized and dynamic master skill inventory listing workforce competencies and role-wise skills & competencies requirements.	 How many total roles are to be included in the master skill inventory? Will the skill inventory be built from scratch, or will it be refined from any existing inventory? 	Please refer to Clause 7(ii) on page number 10 of EOI document. **

				 On average, how many skills or competencies are expected to be mapped per role? Is the development of an industryaligned taxonomy included within the scope? 	
69	32	Module 2: Talent management & future readiness employees	Link priority skills to upskilling and reskilling pathways.	Will the design of the career progression pathway incorporate elements such as required duration, prerequisites, and certifications? For how many roles will career progression pathways be developed?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
70	33	Module 4: Employer Branding, Employee Engagement and EVP	Assess the strengths and gaps of the Bank's EVP through feedback from external and internal stakeholders.	Could you please clarify who is considered an external stakeholder for this exercise (for example, alumni, customers, regulators, or industry partners)?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
71	33	Module 4: Employer Branding, Employee Engagement and EVP	Conduct research to understand the motivators and aspirations of next-generation talent.	Could you define the cohort(s) encompassed by 'next-generation talent' (e.g., Gen Y, Gen Z, early-career bankers)?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
72	33	Module 4: Employer Branding, Employee Engagement and EVP	 Articulate a strong, differentiated and inclusive Employee Value Proposition that is aligned with public sector values and reflects organizational purpose, pride, values, growth and modern and progressive workplace attributes. Design EVP positioning strategy with structured messaging framework to 	Does SBI have any existing EVP research or employee survey results that the consultant should leverage, or must a fresh diagnostic be conducted?	Please refer to Clause 7(ii) on page number 10 of EOI document. **

			strengthen external branding and talent attraction.		
73	34	Module 5 Recruitment	Integrate AI tools and intelligent solutions for resume screening, shortlisting, interviews, chatbots, communication etc. for faster shortlisting and quality of hire, MIS and predictive analysis.	do end-to-end implementation and	Please refer to Clause 7(ii) on page number 10 of EOI document. **
74	34	Module Employer Branding, Employee Engagement an EVP	Design internal branding and alumni branding framework to reinforce the Bank's employer position	Is the development of digital alumni portals or platforms within scope, or are we expected to provide only strategic recommendations?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
75	34	Module 5 Recruitment	Recommend tools/enablers and Al use cases across hiring stages for implementation ensuring compliance and integration with existing HRMS in the Bank.	or is high-level recommendation	Please refer to Clause 7(ii) on page number 10 of EOI document. **
76	34	Module 5 Recruitment	Design real-time dashboards with data-driven insights to track key metrics such as quality of hire, timeto-hire, hiring source effectiveness, drop-out ratio etc.	 Our understanding is that the dashboard needs to be designed, but not developed and deployed. Please confirm. Which user personas will these dashboards serve? What are the source systems for recruitment data? Is there an existing standard definition for KPIs such as quality of hire, or does this need to be developed? 	Please refer to Clause 7(ii) on page number 10 of EOI document. **

Recruitment Page from the comment of the psychometric evaluation models for different levels of hiring. Recruitment Page from the comment of the psychometric evaluation be designed (for example, entry, mid, and leadership)? How many unique roles or job families are included in the hiring process? Is there an existing preferred model or tool currently in use? Should the psychometric evaluation be based on proprietary models or would you prefer recommendations from existing market solutions? Will the models assess cognitive ability, behavioural traits, personality, situational judgment, or all of these areas? Please confirm if we are expected to develop and deploy the digital onboarding platform with gamification features (content creation, game mechanics, platform build), or to deliver only a detailed design blueprint and vendor-evaluation criteria. Please refer to Clause 7(ii) on page number 10 of EOI document. ** BY Module Onboarding on tracking onboarding completion. BY Module Onboarding on tracking on possible providing an implementation oversight framework, or must we also configure/develop the onboarding-tracking looks and actively manage their deployment? BY Module Onboarding Onboarding on place of the providing and place on the providing and place of the providing and place of the providing and providing and place of the providing and p	77	34	Module	5:	Design or recommend digital	For how many distinct hiring levels or job	Please refer to Clause 7(ii) on page
be designed (for example, entry, mid, and leadership)? How many unique roles or job families are included in the hiring process? Is there an existing preferred model or tool currently in use? Should the psychometric evaluation be based on proprietary models or would you prefer recommendations from existing market solutions? Will the models assess cognitive ability, behavioural traits, personality, situational judgment, or all of these areas? Please confirm if we are expected to develop and deploy the digital onboarding platform with gamification features (content creation, game mechanics, platform build), or to deliver only a detailed design blueprint and vendor-evaluation oversight framework, or onboarding completion. Module Onboarding Onboarding Onboarding completion. Module Onboarding Onboarding Onboarding completion. Module Onboarding Onboarding Onboarding completion. Module Onb	' '	34		ა.	0		. ,
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Content creation, game mechanics, platform build), or to deliver only a detailed design blueprint and vendor-evaluation criteria. Module			Onboarding		60-90 Day Plans) using gamification.	develop and deploy the digital onboarding	number 10 of EOI document. **
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including compliance, branch tours, storyboarding, content authoring), or only role simulations, case studies, soft defining learning objectives, module	80	35	Module	6:	Design and develop business-	Does 'develop' here require end-to-end	Please refer to Clause 7(ii) on page
role simulations, case studies, soft defining learning objectives, module			Onboarding		outcome based learning modules	creation of learning content (including	number 10 of EOI document. **
					including compliance, branch tours,	storyboarding, content authoring), or only	
skills, digital skills etc.					role simulations, case studies, soft	defining learning objectives, module	
					skills, digital skills etc.		

				outlines, and assessment criteria for SBI/third-party content teams to build?	
81	36	Module:7 Performance Management	Design a Holistic and Agile Performance Assessment and Management Framework with benchmarking industry best practices.	Will the design of tools be included as part of the assignment?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
82	36	Module:7 Performance Management	Design and recommend analytics-driven Productivity Enhancement Opportunities & Key Areas Measurement solution.	Is analytics expected to be rule-based, machine learning-driven, or diagnostic/statistical?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
83	36	Module:7 Performance Management	Design and recommend analytics-driven Productivity Enhancement Opportunities & Key Areas Measurement solution.	Is the bank currently using any tool for this purpose?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
84	36	Module:7 Performance Management	Incorporate functional, behavioral, technical and compliance metrics to ensure holistic evaluation.	Are separate competency frameworks available for functional, behavioural, and technical dimensions?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
85	36	Module:7 Performance Management	Design and develop a 9-box talent grid in assessment incorporating performance and potential dimensions to identify high potential talent.	How many employees will be mapped to the 9-box grid? How is "potential" currently assessed — through assessments, ratings, manager input, etc.?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
86	36	Module:7 Performance Management	Redefine measurable and non- measurable roles aligned with business outcomes.	How many roles are currently classified as measurable vs non-measurable?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
87	36	Module:7 Performance Management	Rationalize KRAs to improve clarity, measurability and alignment and remove redundancies.	, ,	Please refer to Clause 7(ii) on page number 10 of EOI document. **
88	36	Module:7 Performance Management	Define transition approach from traditional KRAs to agile OKRs, wherever required.	How many departments/functions will transition to OKRs? Will OKRs be top-down aligned or team-level autonomous?	Please refer to Clause 7(ii) on page number 10 of EOI document. **

89	36	Module:7	Define transition approach from	Will we be required to rationalize KRAs for	Please refer to Clause 7(ii) on page
		Performance	traditional KRAs to agile OKRs,	all roles and recommend agile OKRs only	number 10 of EOI document. **
		Management	wherever required.	for a select few roles based on business	
			·	needs?	
90	36	Module:7 Performance Management	Design skill & capability-aligned posting framework and recommend solutions for automated Skill and Role Match based Postings and link with manpower planning, which may consider, inter-alia, job history, transfer history/ preferences,	Are all the criteria mentioned here already available, or does the scope also involve designing some elements? Please clarify.	Please refer to Clause 7(ii) on page number 10 of EOI document. **
			performance score, career path, minimum exposure requirements, geography.		
91	36	Module:7 Performance Management	Recommend framework for performance & potential-linked career progression with transparency and merit-based criteria.	Will the framework apply to all grades or only to managerial and supervisory roles? Should the framework be linked to PMS scores and 9-box grid assessments?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
92	36	Module:7 Performance Management	Design and develop a framework for personalized career motivation/ development of high potential performers as well as course-correction/ mentoring requirements based on combination of all metrics.	How many employees will be considered "high potential" for targeted development? Should the course-correction/mentoring design include manager nudges, coaching, or alerts? Is personalized development to be automated or manually curated?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
93	36	Module:7 Performance Management	Train HR teams to interpret performance scorecards and use system recommendations for making posting decisions.	Please elaborate on the performance scorecards referenced here. Are these the same as the performance scorecards mentioned in the succession planning section? Which user personas will these scorecards serve, and will they be designed only for the individual level or	Please refer to Clause 7(ii) on page number 10 of EOI document. **

			·	•	<u> </u>
				also aggregated to the department and organization levels? Additionally, does a data lake currently exist to store and access this data?	
94	37	Module 8: Employee Wellbeing	Design and develop wellbeing dashboards integrated into the Bank's HRMS to track and monitor the initiatives' adoption, feedback and impact.	What kind of data is currently captured regarding employee well-being? Which existing source systems are expected to be leveraged for this data? Is the data primarily sourced from Microsoft 365 tools (such as Viva Insights), or are there other systems involved?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
95	37	Module 8: Employee Wellbeing	Define & design the EAP and a scalable proactive support model to address mental health and wellbeing with identification-empowerment-curative approach. Recommend tools/ platforms with tailormade solutions to enable end-to-end delivery and management of EAPs.	Is the consultant expected to propose external 3rd party vendor(s) for this activity based on which SBI can eventually take a decision?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
96	37	Module 8: Employee Wellbeing	Identify diverse wellness needs based on employee life cycle stages.	How many ELC stages should be considered (e.g., onboarding, mid-career, pre-retirement)? Should the assessment include focus groups or surveys — and for how many employees?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
97	37	Module 8: Employee Wellbeing	Design structured work-life balance, preventive care, fitness, education and mental health campaigns, professional counseling support across ELC stages.	How many employees will be covered under the EAP program? Should campaigns be tailored to regions, departments, or life stages? Will these include digital toolkits, events, workshops, or app integrations?	Please refer to Clause 7(ii) on page number 10 of EOI document. **

98	37	Module 8:	Design and develop wellbeing	Could you places clarify how many year	Diagon refer to Clause 7(ii) on nego
90	37			Could you please clarify how many user	Please refer to Clause 7(ii) on page
		Employee	dashboards integrated into the Bank's	personas are expected for the	number 10 of EOI document. **
		Wellbeing	HRMS to track and monitor the	dashboards, specifically for HR,	
			initiatives' adoption, feedback and	leadership, and employees?	
	0.7	Marketa	impact.	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Diagram of suctor Olavia 7(0) and suctor
99	37	Module 8:	Develop enablement toolkit for	What type of resources are expected (for	Please refer to Clause 7(ii) on page
		Employee	mentors to support structured	example, conversation guides, escalation	number 10 of EOI document. **
		Wellbeing	engagement and guidance.	matrix, or reporting templates)? How	
100	00	M 1 1 0 0"		many mentors will need to be trained?	DI () OI 7(")
100	38	Module 9: Off	9 .	Please clarify the definition of 'global	Please refer to Clause 7(ii) on page
		Boarding and	companies in post-retirement	companies' for this benchmark—should it	number 10 of EOI document. **
		Post Retirement	positioning and alumni engagement.	include only large financial institutions	
				(public/private), or extend to global	
				corporations across industries with best-	
404	00	M 1 1 0 0"	B 11	in-class alumni programs.	DI () OI 7(")
101	38	Module 9: Off	•	Are we expected to draft technical	Please refer to Clause 7(ii) on page
		Boarding and	network for knowledge sharing and	specifications for a community platform,	number 10 of EOI document. **
		Post Retirement	communication	configure/deploy an off-the-shelf solution,	
				or simply define the governance,	
				engagement model, and content strategy	
100	20	Madula 0. Off	Davidan alimani nativani and	for the alumni network?	Diagon vefer to Olavia 7/ii) an mare
102	38	Module 9: Off	Develop alumni network and	Are we expected to deliver a technical	Please refer to Clause 7(ii) on page
		Boarding and	engagement platforms.	specification document for an alumni	number 10 of EOI document. **
		Post Retirement		platform, or expected to	
100	00	Marketa Or Off	Design as a transfer of the state of the sta	implement/configure the solution?	Diagram of suctor Olavia 7(0) and suctor
103	38	Module 9: Off	Design partnership model with firms	- How many retirees are expected to be	Please refer to Clause 7(ii) on page
		Boarding and	providing services for reskilling and	supported annually?	number 10 of EOI document. **
		Post Retirement	second-career support for retirees.	- What types of services should be	
				included (for example, digital skills	
				training)?	
				- Should partnerships be formed at the	
				national, regional, or local level?	
				- Are there any pre-identified vendors, or	

				should vendor selection be included in the scope?	
104	38	Module 9: Off Boarding and Post Retirement	Design content and strategy for alumni engagement among retirees, between alumni and current employees and between Bank and retirees.	- How many alumni/retirees does the Bank currently have on record?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
105	38	Module 9: Off Boarding and Post Retirement	Design framework for capturing knowledge and archiving institutional expertise digitally.		Please refer to Clause 7(ii) on page number 10 of EOI document. **
106	38	Module 9: Off Boarding and Post Retirement	Design structured image-building framework for high-performing senior officials nearing retirement. Design dedicated training and mentorship programs for post-retirement career aspirations of senior executives such as board readiness training, leadership coaching etc. Design partnership model with executive search firms for strategic placement in top jobs, including	•	Please refer to Clause 7(ii) on page number 10 of EOI document. **

			assistance on skill alignment, resume/interviews.		
107	39	Module 11: Unified Communication Platform	Design an effective communication strategy to engage with the employees internally.	Does the scope include actual implementation of communication platforms (e.g., intranet deployment), or only strategic blueprint and process guidelines?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
108	39	Module 10: Leadership Development & Succession Planning	Build a leadership competency framework and skill profile to ensure readiness for critical leadership roles.	How many unique critical roles has SBI currently identified? Have success profiles already been created for these roles?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
109	39	Module 10: Leadership Development & Succession Planning	leadership grooming journeys and	Our understanding is that the consultant's role is to design the overall development program and the associated curriculum, while content creation and program execution or facilitation are not within the scope—please validate this understanding. Given that SBIL is already extensively involved in designing leadership programs, could you please clarify the specific expectations from the consultant?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
110	39	Module 10: Leadership Development & Succession Planning	Institutionalize leadership development and governance.	Our current understanding is that we are expected to define a governance framework that outlines who within SBI will be accountable for the execution of the development programs. Please validate.	Please refer to Clause 7(ii) on page number 10 of EOI document. **
111	39	Module 10: Leadership Development &	Identify high-potential employees based on objective criteria and	We understand that the consultant is only expected to create the framework for identification of High Potential employees.	Please refer to Clause 7(ii) on page number 10 of EOI document. **

		Succession Planning	performance scorecards integrated into the PMS cycle.	Execution of this activity is out of scope. Please validate.	
112	39	Module 10: Leadership Development & Succession Planning	Introduce online assessment to factor-in the leadership styles.	Our understanding is that the consultant is required to design the assessments. Roll out of assessments is out of scope of this engagement. Please validate.	Please refer to Clause 7(ii) on page number 10 of EOI document. **
113	39	Module 10: Leadership Development & Succession Planning	Identify key leadership skills and success profiles.	How many leadership levels or cohorts should be covered (e.g., CXO, GM, DGM)? Should success profiles vary by function (e.g., operations vs credit vs risk)?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
114	39	Module 10: Leadership Development & Succession Planning	Assess current-state skill gaps in the Bank through skill diagnostics.	How many leaders should be assessed across levels (approximate number)? What assessment methods are preferred — self-assessment, 180/360, external tools? Should the diagnostics include behavioural, technical, and strategic leadership dimensions?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
115	39	Module 10: Leadership Development & Succession Planning	Design differentiated and structured leadership grooming journeys and training programs tailored to the cohorts/roles. Design structured mentorship framework to build, inter-alia, strategic thinking, people management, cross generational learning and decision-making skills for future readiness.	How many leadership journeys are to be created (e.g., for 3 levels or 5 roles)? Should mentorship be formal (tracked and timed) or informal? What mentoring formats are expected — 1:1, group, reverse, peer?	Please refer to Clause 7(ii) on page number 10 of EOI document. **

116	39	Module 10:	Institutionalize leadership	What kind of policy documents or	Please refer to Clause 7(ii) on page
		Leadership	development and governance.	frameworks need to be developed?	number 10 of EOI document. **
		Development &			
		Succession			
		Planning			
117	39	Module 10:	Design and develop succession	How many roles should have defined	Please refer to Clause 7(ii) on page
		Leadership	planning dashboards defined by	succession plans?	number 10 of EOI document. **
		Development &	objective criteria, role requirements	Should the dashboard integrate with	
		Succession	and employee matching.	HRMS/PMS or be standalone?	
		Planning			
118	39	Module 10:	Identify high-potential employees	Will identification include psychometric	Please refer to Clause 7(ii) on page
		Leadership	based on objective criteria and	tools or manager nominations?	number 10 of EOI document. **
		Development &	performance scorecards integrated		
		Succession	into the PMS cycle.		
		Planning			
119	39	Module 10:	Design and develop tailored growth	How many growth plans are expected	Please refer to Clause 7(ii) on page
		Leadership	plans for high potential employees.	(individualized or role-based)? Should	number 10 of EOI document. **
		Development &		growth plans include training, exposure,	
		Succession		rotation, stretch roles?	
		Planning			
120	39	Module 10:	Introduce online assessment to		Please refer to Clause 7(ii) on page
		Leadership	factor-in the leadership styles.	assessments be conducted?	number 10 of EOI document. **
		Development &		What types of assessments are required	
		Succession		— personality, decision-making, style-fit?	
		Planning			
121	39	Module 10:	Introduce online assessment to	Given limitation of how online	Please refer to Clause 7(ii) on page
		Leadership	factor-in the leadership styles.	assessments work, for senior leadership,	number 10 of EOI document. **
		Development &		would the bank be open to an approach	
		Succession		that includes in-person assessments as	
100		Planning		well?	DI () OI =('')
122	39	Module 10:	Design dashboards to track progress,	Do these dashboards need to be only	Please refer to Clause 7(ii) on page
		Leadership	measure and review succession	designed, or is development and	number 10 of EOI document. **
		Development &	readiness periodically.		

		Succession Planning		integration also expected as part of the scope?	
123	39	Module 11: Unified Communication Platform	Identification/Study/Research I. Review internal communication processes and channels in the Bank. ii. Assess current-state gaps in internal communication. iii. Benchmark best practices and solutions from leading companies.	What kind of support will SBI provide to Bidder in accessing existing communication channels and identifying gaps? Which specific SBI team will Bidder be collaborating with for this work?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
124	39	Module 11: Unified Communication Platform	Define, Design and Implement I. Effective Communication Strategy Design an effective communication strategy to engage with the employees internally. Rationalization of downstream communication, uniform communication of Bank priorities across all levels, two-way communication & feedback. Recommend approaches, methodologies/ workflows and solutions.	Is the expectation for this assignment limited to assessing the current state and creating the communication strategy and plan, or does it also include enabling and upskilling the existing SBI team—including knowledge enhancement, handholding, and creating supporting collaterals?	Please refer to Clause 7(ii) on page number 10 of EOI document. **
125	27	Appendix B		Request to consider work experience in other Public Sector Organizations in addition to BFSI sector as mentioned in the eligibility criteria.	We advise that existing terms and conditions as per the eligibility criteria shall prevail.
126	31	Appendix C		With reference to dashboard requirement mentioned in the scope of work, kindly clarify whether the consultant is required to both design and deploy the dashboards and the different levels of usage of dashboards as part of scope of work.	Please refer to Clause 7(ii) on page number 10 of EOI document. **

127	31	Appendix C		Kindly confirm whether SBILDs/ ATIs / Strategic Training Unit at SBI will also be covered under the scope of work for the	Please refer to Clause 7(ii) on page number 10 of EOI document. ** We clarify that employee lifecycle
				HR Transformation.	covers all employees of the organization.
128	8	3(iv)	The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this EOI	The Bank, its employees and advisors make no representation or warranty except as expressly stated in this EOI and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this EOI. Notwithstanding the foregoing, the Bank shall be responsible for any losses or damages arising from willful misconduct or gross negligence.	No Change in the terms and conditions of the EOI.
129	8	3(v)	The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI.	The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI. However, the Bank shall remain liable due	No Change in the terms and conditions of the EOI.

				to the losses arising due to willful	
				misconduct, fraud or gross negligence.	
130	8	3. vi	The Bidder is expected to examine all instructions, forms, terms and specifications in this EOI. Failure to furnish all information required under this EOI or to submit a Bid not substantially responsive to this EOI in all respect will be at the Bidder's risk and may result in rejection of the Bid.	The Bidder is expected to examine all instructions, forms, terms and specifications in this EOI. Failure to furnish all information required under this EOI or to submit a Bid not substantially responsive to this EOI in all respect will be at the Bidder's risk and may result in rejection of the Bid. The Bank shall allow Bidders reasonable clarification or corrections in case of minor error or deviation.	No Change in the terms and conditions of the EOI.
131	8	3. vii	The issue of this EOI does not imply that the Bank is bound to select a Bidder or subsequently to award the contract to the shortlisted Bidder, as the case may be, for the project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason	The issue of this EOI does not imply that the Bank is bound to select a Bidder or subsequently to award the contract to the shortlisted Bidder, as the case may be, for the project and the Bank reserves the right to reject all or any of the Bids or Bidders in a transparent manner after providing reasonable justifications.	No Change in the terms and conditions of the EOI.
132	11	9.ii.b	The Bid document shall be complete in accordance with various clauses of the EOI document or any addenda/ corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.	The Bid document shall be complete in accordance with various clauses of the EOI document or any addenda/ corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid.	No Change in the terms and conditions of the EOI.
133	12	9.ii.i.	The Bank reserves the right to reject Bids not conforming to above.	The Bank reserves the right to reject Bids after providing reasonable justification.	No Change in the terms and conditions of the EOI.

134	14&16	13 and 14	CODE OF INTEGRITY AND	Request to delete the clauses relating to	No Change in the	terms	and
			DEBARMENT/BANNING	debarment, holiday listing and banning	conditions of the EOI.		
				specifically in case of non-performance,			
				failure of abide by terms and conditions,			
				failure to sign agreement, failure to			
				provide performance guarantee etc			
135	19		i. Lodgement of an EOI is evidence o	i. Lodgement of an EOI is evidence of a	No Change in the	terms	and
	and		a Bidder's consent to comply with the	Bidder's consent to comply with the terms	conditions of the EOI.		
	21		terms and condition of Request fo	and condition of Request for EOI process			
			EOI process and subsequent bidding	and subsequent bidding process. If a			
			process. If a Bidder fails to compl	Bidder fails to comply with any of the			
			with any of the terms, its EOI may be	terms, the Bidder shall be notified in			
			summarily rejected.	writing of such non-compliance and shall			
			ii. Wilful misrepresentation of any fac	provide the Bidder opportunity to cure			
			within the Bid will lead to the	such non-compliance within reasonable			
			disqualification of the Bidder withou	time.			
			prejudice to other actions that the	ii. Wilful misrepresentation of any fact			
			Bank may take. All the submissions	within the Bid will lead to the			
			including any accompanying	disqualification of the Bidder without			
			documents, will become property of	prejudice to other actions that the Bank			
			the Bank. The Bidders shall be	may take. All the submissions, including			
			deemed to license, and grant all right	any accompanying documents, will			
			to the Bank, to reproduce the whole o	become property of the Bank only for the			
			any portion of their Bid document fo	purpose of evaluation or this RFI/ EOI.			
			the purpose of evaluation and to	However the ownership of proprietary or			
			disclose the contents of submission	confidential information, trademarks or			
			for regulatory and legal requirements	copyrighted materials shall remain with			
			iii. Bidders must advise the Ban	the Bidder. The Bidders shall be deemed			
			immediately in writing of any materia				
			change to the information contained	-			
			in the EOI application, including an	portion of their Bid document for the			
			substantial change in their ownership	purpose of evaluation and to disclose the			
			or their financial or technica	contents of submission for regulatory			

capacity. Copies of relevant documents must be submitted with their advice. For shortlisted Bidders, this requirement applies until a contract is awarded as a result of subsequent bidding process. iv. Shortlisted Bidders must not advertise or publish the same in any form without the prior written consent of SBI.

v. Brief overview of the proposed procurement/scope of work given in this document may be further elaborated, viz., more details may be included in the Request for Proposal (RFP) document to be issued as a result of evaluation process of EOIs. vi. The Bank reserves the right to formulate any terms & conditions while framing the RFP, even if these are in variance with the terms provided in this EOI. Further, the Bidders shall have no claim in this regard.

vii. The Bank shall have the right to cancel the EOI process itself at any time, without thereby incurring any liabilities to the affected Bidders. Reasons for cancellation, as determined by the Bank in its sole discretion include but are not limited to, the following:

relevant and legal requirements. Such license shall be limited, non- exclusive, nontransferable, and only for the purpose of this RFI/EOI and compliance with applicable laws. Any disclosure to third parties shall be subject to prior written consent, except where legally mandated. iii. Bidders must advise the Bank immediately in writing of any material change to the information contained in the EOI application, including any substantial change in their ownership or their financial or technical capacity. Subject to confidentiality obligations and only if such documentation is legally required copies of relevant documents must be submitted with their advice. For shortlisted Bidders, this requirement applies until a contract is awarded as a result of subsequent bidding process.

iv. Shortlisted Bidders must not advertise or publish the same in any form without the prior written consent of SBI. v. Brief overview of the proposed procurement/scope of work given in this document may be further elaborated, viz., more details may be included in the Request for Proposal (RFP) document to be issued as a result of evaluation process of EOIs.

			a. Services contemplated are no longer required. b. Scope of work not adequately or clearly defined due to unforeseen circumstances and/or factors and/or new developments. c. The project is not in the best interest of the Bank. d. Any other reason.		
136	24	Appendix A	Bid Form We have examined the above EOI, the receipt of which is hereby duly acknowledged and subsequent prebid clarifications/ modifications / revisions, if any, furnished by the Bank. We submit our bid and shall abide by the terms and conditions spelt out in the EOI. i. While submitting this Bid, we certify that: The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter. We declare that we are not in contravention of conflict of interest obligation mentioned in this EOI. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition. ii. We undertake that, in competing for	proposal, we shall abide by the terms and conditions spelt out in the EOI. i. While submitting this Bid, we certify that: The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter. We declare that we are not in contravention of conflict of interest obligation mentioned in this EOI. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.	No Change in the terms and conditions of the EOI.

the above EOI, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption 1988". Act iii. We undertake that we will not offer. directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with this EOI process, or to any person, organization or third party related to this EOI in exchange for any advantage in the EOI, evaluation and shortlisting.

v. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the EOI process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process. v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of this EOI. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us

in India namely "Prevention of Corruption Act 1988".

iii. We undertake that we will not offer. directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with this EOI process, or to any person, organization or third party related to this EOI in exchange for any advantage in the EOI, evaluation and shortlisting. v. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the EOI process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process. v. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the EOI. vii. We understand that you are not bound to accept any Bid you may receive and you may reject this Bid by providing reason or giving any explanation whatsoever. viii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing from the EOI or any subsequent bidding process without prejudice to any other rights available to the Bank. vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the EOI, read with its amendments/ clarifications provided by the Bank. vii. We understand that you are not bound to accept any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever. viii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity. ix. We hereby certify that on the date of submission of Bid for this EOI, we are not under any debarment/blacklist period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments. We also certify that we have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies /

activity. ix. We hereby certify that on the date of submission of Bid for this EOI, we are not under any debarment/blacklist period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central their agencies/ Government or departments. We also certify that we have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years. x. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order. xi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019- PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority. We

Departments at any time, during the last 3 years. x. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order, xi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019- PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and are eligible to participate in this EOI. xii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the EOI document.

certify that we fulfil all the requirements in this regard and are eligible to participate in this EOI. xii. Subject to the deviations submitted along with the bid proposal, we, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the EOI document

137	27	Appendix B	7. Past/ present litigations,	7. Bidder can provide the Litigation	We advise to continue with the
			disputes, if any (Adverse	certificate which will confirm that to the	existing terms and conditions of
			litigations could result in	best of bidder's knowledge there are no	EOI document.
			disqualification, at the sole	litigation with any Govt. Dept. or Bank	
			discretion of the Bank)	which may adversely affect bidder's	Bidder is required to provide details
				performance of obligations under the	as per Appendix-H.
			Brief details of litigations, disputes,	engagement resulting from this RFP.	
			related to services being procured		However in case there is no such
			under this EOI or infringement of any	Brief details of litigations, disputes,	past/present litigations, disputes
			third party Intellectual Property Rights	related to services being procured under	as sought in S.No 7 of Appendix B
			by prospective Bidder or disputes	this EOI or infringement of any third party	of the EOI, the bidder may provide
			among Bidder's Board of Directors,	Intellectual Property Rights by	self certificate on Company's letter
			liquidation, bankruptcy, insolvency	prospective Bidder or disputes among	head that "We hereby certify that as
			cases or cases for debarment/	Bidder's Board of Directors, liquidation,	on the date of submission of Bid for
			blacklisting for breach of contract/	bankruptcy, insolvency cases or cases for	this EOI, we donot have any
			fraud/ corrupt practices by any	debarment/ blacklisting for breach of	past/present litigation which
			Scheduled Commercial Bank/ Public	contract/ fraud/ corrupt practices by any	adversly affects our participation or
			Sector Undertaking/ State or Central	Scheduled Commercial Bank/ Public	ability to perform our obligations
			Government or their Agencies/	Sector Undertaking/ State or Central	under this EOI".
			Departments or any such similar	Government or their Agencies/	
			cases, if any, are to be provided on	Departments or any such similar cases, if	
			Company's letter head. (As per	any, are to be provided on Company's	
			Appendix H)	letter head. (As per Appendix H)	
138	NIL	Additional		Execution Infrastructure	No Change in the terms and
		Clauses		The BANK will provide necessary and	conditions of the EOI.
				adequate infrastructure to enable Bidder	
				to fulfill its commitment for the	
				assignment. This will be applicable for	
				each Bidder Consultant associated with	
				the project and will be arranged for and	
				provided at no cost to Bidder. The	
				infrastructure will include:	
				i. Office space;	

	1		
			ii. Hardware and software;
			iii. Computer consumable including
			stationery, printer ribbons/toner,
			magnetic storage media such as floppy
			disks, tapes, cartridges, DATs;
			iv. Office stationery and consumable;
			v. Secretarial assistance, if necessary at
			site;
			vi. Telephone, e-mail and fax facilities at
			site;
			vii. Photocopying assistance;
			viii. Meeting Room facilities including
			room equipped with a writing board,
			seating arrangements, computers/
			terminals, overhead projector and
			consumables. (pl. mention if any
			additional infrastructure is to be
			provided).
			The above-mentioned infrastructure will
			be required for work to be carried out at
			the site of BANK during regular working
			hours. BANK shall make arrangements to
			provide for the same beyond these hours
			such as after regular working hours and on
			holidays (excluding only compulsory
			national holidays), whenever required.
139	NIL	Additional	Co-ordination No Change in the terms an
.55		Clauses	BANK will provide timely clarifications and conditions of the EOI.
		0.0000	feedback sought by Bidder's Consultants
			during the period of this assignment.
			BANK will allocate a Project Co-ordinator
			to interact with Bidder, fix appointments
			to interact with bidder, fix appointments

			_			
			with various BANK Personnel and provide			
			local assistance to Bidder's Consultants.			
			The Project Co-ordinator will have			
			necessary authorization from BANK to			
			take decisions and give timely approvals			
			as per the need of the project.			
140	NIL	Additional	Assistance	No Change in the	terms	and
		Clauses	The BANK will ensure, through its Project	conditions of the EOI.		
			Co-ordinator, transfer of information,			
			specification of mutually agreed change-			
			requirements (Change Requests),			
			availability of materials such as			
			documents and equipment, meetings			
			with relevant users and other personnel			
			among other requisites for Bidder to			
			understand and document the same for			
			the purpose of time-bound formal			
			approval by the BANK, before the service			
			is undertaken by Bidder.			
			Necessary and sufficient time will have to			
			be spent by Users in BANK with Bidder			
			personnel during this stage of the			
			assignment.			
141	NIL	Additional	Methodology, Tools and Techniques	No Change in the	terms	and
		Clauses	Bidder will use the methodology, tools and	conditions of the EOI.		
			techniques as stated in the accompanying			
			Technical Proposal. Any change in these,			
			if desired by the BANK will need to be			
			communicated to Bidder in writing with a			
			reasonable notice period to allow for an			
			assessment of their impact, if any, on			
			schedule, technical requirements,			
			feasibility and cost.	<u> </u>		

142	NIL	Additional	Deliverables	No Change	in the	terms	and
		Clauses	The deliverables will be as per the details	conditions of	the EOI.		
			of the deliverables provided in the				
			accompanying Technical Proposal.				
143	NIL	Additional	Acceptance of Deliverables	No Change	in the	terms	and
		Clauses	BANK will carry out acceptance of	conditions of	the EOI.		
			deliverables (for the deliverables which				
			are subject to acceptance procedure) as				
			per the schedule presented in the				
			accompanying Technical Proposal.				
			The application software (if any) will be				
			delivered/installed for acceptance to				
			BANK as and when the same is ready for				
			delivery. The actual Acceptance Testing of				
			the software will be the responsibility of				
			BANK. BANK will prepare the Acceptance				
			Test data along with the expected test				
			results (consistent with the detailed				
			specifications of the system and any				
			change-request agreed in the documents)				
			and keep it ready at least four (4) weeks in				
			advance before the scheduled				
			commencement of the Acceptance				
			Testing of the software. The acceptance				
			testing will be based on the test cases				
			provided by BANK. Bidder will provide				
			support for any clarifications during the				
			Acceptance Testing of the system.				
			Defects if any, observed by BANK, will be				
			notified to Bidder in writing not later than				
			two (2) weeks of delivery. Bidder will				
			correct the defects that are a deviation				
			from the baseline immediately following				

the acceptance, whichever is later. BANK will confirm acceptance in writing to Bidder. The BANK shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by BANK if the BANK (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UT). Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the BANK. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Management Procedure described herein. Items reported through	1		
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list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT). Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the BANK. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure		a deliverable shall be treated as accepted	
weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT). Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the BANK. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure		by BANK if the BANK (a) fails to provide the	
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such as UAT). Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the BANK. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure		environment (other than as part of agreed	
Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the BANK. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure		review and acceptance testing procedure,	
of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the BANK. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure		such as UAT).	
reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the BANK. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure		Reworking of defects shall be at the cost	
the Bidder, in all other cases it shall be to the account of the BANK. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure		of Bidder provided the defects are for	
the account of the BANK. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure		reasons solely and entirely attributable to	
as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure		the Bidder, in all other cases it shall be to	
immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure		the account of the BANK. Items reported	
will be reported again through fresh Change Request documents under the Change Management Procedure		as defects that are not deviations from the	
Change Request documents under the Change Management Procedure		immediate previous accepted baseline	
Change Management Procedure		will be reported again through fresh	
		Change Request documents under the	
described herein. Items reported through		Change Management Procedure	

			the Change Management Procedure will			
			be dealt with separately.			
144	NIL	Additional	Change Management Procedure	No Change in the	terms ar	ıd
		Clauses	A change identified at any stage of the	conditions of the EOI.		
			assignment which requires the			
			deliverable to deviate from the then			
			current baseline or the approved			
			deliverable of the previous baseline to be			
			modified, will be conveyed by the BANK to			
			Bidder or vice-versa in the form of a			
			Change Request document. The request			
			for change will then be assessed by Bidder			
			to evaluate its impact on feasibility, time			
			schedules, technical requirements in			
			consequence of the proposed change and			
			cost. Bidder will present this assessment			
			to the BANK for its approval within a			
			reasonable time period. Bidder will			
			incorporate the change after receiving the			
			BANK's written approval. In case of delay			
			in approval by the BANK, the baseline			
			itself may undergo a change; this will			
			mean a reassessment of the charges.			
			Changes in the requirements like office			
			space, hardware/software, and tools etc.			
			during the execution of the assignment			
			will be conveyed by Bidder to the BANK.			
			These will be evaluated jointly by the			
			BANK and Bidder and will be provided by			
			the BANK at no cost to Bidder.			

145	NIL	Additional	Payment of Invoices/Bills	No Change ir	the	terms	and
		Clauses	All invoices and bills for the Application	conditions of th	e EOI.		
			Software will be raised by Bidder as per				
			the Payment Terms and will become due				
			for payment within thirty (30) days of				
			presentation. All payments are to be made				
			by demand draft/cheque favouring TATA				
			CONSULTANCY SERVICES LIMITED. All				
			payments due for more than thirty (30)				
			days will attract an interest at the rate of 2				
			percent per month on the invoice amount				
			calculated from the date the payment				
			became due until the recovery is made in				
			full with interest. Without prejudice to the				
			other rights available, Bidder also				
			reserves the right to withhold the provision				
			of services till such time all the payments				
			due to it under this Agreement have been				
			made by BANK and any such withholding				
			by the Bidder shall not be treated as				
			breach by it of the provisions of this				
			Agreement.				
			All fees payable to Bidder are exclusive of				
			any sales, use, value added tax, service,				
			GST or taxes of a similar nature measured				
			by the services, deliverables or charges				
			thereon, imposed by any applicable taxing				
			jurisdiction and where such taxes are				
			applicable, BANK shall be responsible to				
			pay or reimburse Bidder the amount of				
			such taxes. Where applicable, Bidder				
			shall invoice such taxes as a separate line				

			itam in applicable invaigned and abolt year		
			item in applicable invoices and shall pay		
			such amount of tax to the appropriate		
			taxing authority upon receipt of such		
			amount from the BANK. Any increase or		
			decrease in the existing taxes or newly		
			introduced taxes shall be to the account		
			of the BANK. Each party is responsible for		
			its own income taxes, corporate taxes and		
			franchise taxes.		
146	NIL	Additional	Reimbursement of Tax/Levy	No Change in the terms ar	ıd
		Clauses	Bidder shall be reimbursed for payment of	conditions of the EOI.	
			any statutory duty/tax/levy including		
			interest and/or new taxes or an increase in		
			the rates of existing taxes or any other		
			sum, if any payable in respect of any sales		
			tax and/or any other state or central levy.		
			This will apply retrospectively, if so		
			applicable upon Bidder		

147	NIL	Additional	Intellectual property rights: No Change in the te	erms and
		Clauses	All intellectual property rights in the conditions of the EOI.	
			software, all tools, processes, software,	
			utilities and methodology including any	
			Bidder's proprietary products or	
			components thereof any development	
			carried out by Bidder thereto in the course	
			of providing services hereunder, including	
			customisation, enhancement, interface	
			development etc. shall remain the	
			exclusive property of Bidder and Bank	
			shall not acquire any right title or interest	
			of any nature therein except to the extent	
			provided herein. Bidder shall however	
			grant in favour of Bank the right and non	
			exclusive, non transferable, perpetual and	
			irrevocable license to use the software for	
			the purposes agreed hereunder. The	
			foregoing license does not authorizes	
			Bank to (a) separate Bidder pre-existing IP	
			from the deliverable/software in which	
			they are incorporated for creating a stand	
			alone product for marketing to others; (b)	
			independently sell, lease, exchange,	
			mortgage, pledge, license, sub license,	
			assign or in any other way convey, transfer	
			or alienate the Bidder pre-existing IP in	
			favour of any person (either for	
			commercial consideration or not	
			(including by way of transmission), and/or	
			(c) except as specifically and to the extent	
			permitted by the Bidder in the relevant	
			Statement of Work, reverse compile or in	

to do s p oo N reconstruction of a the Additional	to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for the Bank, for any other Bank or customer of the Bidder. Nothing contained in this section shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party. Warranty Bidder shall warrant that the delivered	No Change in the te conditions of the EOI.	rms and
to do s p oo N re	to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for the Bank, for any other Bank or customer of the Bidder. Nothing contained in this section shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.		
to do s p oo N re	to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for the Bank, for any other Bank or customer of the Bidder. Nothing contained in this section shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of		
to do s p oo N re	to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for the Bank, for any other Bank or customer of the Bidder. Nothing contained in this section shall relieve either party of its confidentiality obligations with respect to the proprietary		
to do s p oo N	to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for the Bank, for any other Bank or customer of the Bidder. Nothing contained in this section shall relieve either party of its confidentiality		
to do s p o	to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for the Bank, for any other Bank or customer of the Bidder. Nothing contained in this section shall		
to do s p	to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for the Bank, for any other Bank or customer of the Bidder.		
to do s	to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for the Bank, for any		
to d	to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being		
to d	to provide any services or design any deliverable(s) that perform functions		
	•		
p	purposes of clarity the bluder shall be free		
	purposes of clarity the Bidder shall be free		
p	performance of this Agreement. For the		
n	memory of its personnel in the		
g	gained and retained in the unaided human		
ti	the general knowledge and experience		
0	of similar deliverables for its other Banks,		
s	same or similar services or development		
c	course of its business and in providing		
	Party shall be entitled to use in the normal		
	applicable to use of such software Each		
	user license agreement (EULA) as		
h	have user rights in accordance with end		
	owners/ Bidder's licensor and Bank shall		
	remain with the respective third party		
	incorporated into the deliverables shall		
	services including those forming part of or		
	the third party software used in providing		
	All the Intellectual Property Rights (IPR) in		
	•		
	·		
		any other way arrive at or attempt to arrive at the source code of the Bidder pre-existing IP.	at the source code of the Bidder pre- existing IP.

software meets the requirements as specified in the detailed Specifications. This warranty shall remain valid for three (3) months after the acceptance of the software by the BANK or three (3) months after the delivery of the software, whichever is earlier.

BANK shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software.

The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the BANK. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables

incompatible hardware not recommended by Bidder; (ii) any change, not made by Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the BANK without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder by BANK in connection with the preparation of the deliverable.

In case of breach of this warranty, BANK's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to the BANK if already paid by the BANK.

EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO BANK, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER.

149	NIL	Additional	Additional Support and Services	No Change in the	terms	and
		Clauses	In case the BANK requires any additional	conditions of the EOI.		
			support in execution of its tasks in respect			
			of the assignment, it shall be provided to			
			them by Bidder on availability-basis at its			
			then current market rate.			
150	NIL	Additional	Travel and Related Expenses	No Change in the	terms	and
		Clauses	Should the assignment require any travel	conditions of the EOI.		
			by any Bidder expert outside their			
			respective base location(s), the BANK will			
			provide to-and-fro airfare, board-and-			
			lodging expenses (or, arrangements for			
			the same), as well as local transportation			
			for all such travels.			
151	NIL	Additional	Cost Escalation	No Change in the	terms	and
		Clauses	Bidder will monitor the cost components	conditions of the EOI.		
			related to this assignment. At each			
			milestone and at the time of periodic			
			reviews, in case of variances against its			
			budget for reasons not attributable to			
			Bidder like delays in inputs/approvals by			
			the BANK, non-availability of facilities at			
			the BANK, increase in the scope of the			
			agreed Change-Requirements or increase			
			in the BANK's Implementation support			
			requirements etc., Bidder will bring this to			
			the attention of the BANK. All such cost			
			increases will be discussed and mutually			
			agreed upon. Bidder will then raise			
			invoices, payment period and other			
			conditions for such invoices, which will be			
			similar to those for payments laid out in			
			this proposal			

152	NIL	Additional	Confidentiality	No Change in	he ter	ms	and
		Clauses	Both parties agree that they may, in the	conditions of the E	OI.		
			course of their business relationship with				
			the other, acquire or be exposed to				
			information that is proprietary or				
			confidential to the other party, its affiliates				
			or its or their respective Banks. Both				
			parties undertake, to hold all such				
			information in strictest confidence and				
			not to disclose such information to third				
			parties nor to use such information for any				
			purpose whatsoever save as may be				
			strictly necessary for the performance of				
			the assignment as mentioned in this				
			proposal. The term "Confidential				
			Information" as used herein means any				
			information or documents disclosed by				
			one party to the other party orally, and				
			which is reduced to writing within a period				
			of 3 days of the disclosure or in writing or				
			including but not limited to any written or				
			printed documents, samples, model,				
			technical data/know-how, drawings,				
			photographs, specifications, standards,				
			manuals, reports, formulae, algorithms,				
			processes, information, lists, trade				
			secrets, computer programs, computer				
			software, computer data bases, computer				
			software documentation, quotations and				
			price lists, research products, inventions,				
			development, processes, engineering				
			techniques, strategies, customers,				
			internal procedures, employees and				

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			business opportunity and clearly	
			identified and marked as "Confidential	
			Information". The data contained herein	
			shall not be disclosed, duplicated, used in	
			whole or in part for any purpose other than	
			to evaluate the proposal provided that, a	
			contract is awarded to this proposal as a	
			result of, or in connection with the	
			submission of this data. Both the parties	
			shall have the right to duplicate, use or	
			disclose the data to the extent provided in	
			the contract. This confidentiality	
			restrictions shall be for the term of the	
			resultant contract and for a period of two	
			years thereafter. This restriction does not	
			limit the right to use information	
			contained in the data if it:	
			a. Is obtained from another source	
			without restriction.	
			b. Is in the possession of, or was known to,	
			the receiving party prior to its receipt,	
			without an obligation to maintain	
			confidentiality;	
			c. becomes generally known to the public	
			without violation of this Proposal;	
			d. is independently developed by the	
			receiving party without the use of	
			confidential Information and without the	
			participation of individuals who have had	
			access to confidential information;	
			e. is required to be provided under any	
			law, or process of law duly executed.	
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153	NIL	Additional	Non-employment No Change in	n the	terms	and
		Clauses	The BANK will neither offer to employ nor conditions of the	e EOI.		
			employ, directly or otherwise, any Bidder			
			employee, associated for the purpose of,			
			or with the assignment, during the period			
			between the date of this proposal and two			
			years from the completion of the			
			assignment arising herefrom.			
154	NIL	Additional	Liability No Change in	n the	terms	and
		Clauses	Bidder shall be excused and not be liable conditions of the	e EOI.		
			or responsible for any delay or failure to			
			perform the services or failure of the			
			services or a deliverable under this			
			Agreement, to the extent that such delay			
			or failure has arisen as a result of any			
			delay or failure by the BANK or its			
			employees or agents or third party service			
			providers to perform any of its duties and			
			obligations as set out in this Agreement. In			
			the event that Bidder is delayed or			
			prevented from performing its obligations			
			due to such failure or delay on the part of			
			or on behalf of the BANK, then Bidder shall			
			be allowed an additional period of time to			
			perform its obligations and unless			
			otherwise agreed the additional period			
			shall be equal to the amount of time for			
			which Bidder is delayed or prevented from			
			performing its obligations due to such			
			failure or delay on the part of or on behalf			
			of the BANK. Such failures or delays shall			
			be brought to the notice of the BANK and			
			subject to mutual agreement with the			
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			BANK, then Bidder shall take such actions	
			as may be necessary to correct or remedy	
			the failures or delays. Bidder shall be	
			entitled to invoice the BANKt for additional	
			costs incurred in connection with	
			correction or remedy as above at time &	
			material rate card as agreed upon	
			between the parties.	
			Neither party shall be liable to the other for	
			any special, indirect, incidental,	
			consequential (including loss of profit or	
			revenue), exemplary or punitive damages	
			whether in contract, tort or other theories	
			of law, even if such party has been advised	
			of the possibility of such damages.	
			The total cumulative liability of either party	
			arising from or relating to this Agreement	
			shall not exceed the total amount paid to	
			Bidder by the BANK in the preceding	
			twelve months under that applicable work	
			that gives rise to such liability (as of the	
			date the liability arose); provided,	
			however, that this limitation shall not	
			apply to any liability for damages arising	
			from (a) willful misconduct or (b)	
			indemnification against third party claims	
			for infringement.	
155	NIL	Additional	General Indemnity No Change in the ter	ms and
		Clauses	The BANK will, during the period of the conditions of the EOI.	
			coverage of this assignment, indemnify	
			and hold Bidder harmless from any loss,	
			injury, claim or damage resulting from any	
			death or injury to any person or property of	

156	NIL	Additional Clauses	Bidder arising out of the use or possession of the equipment or location of the BANK by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages. Indemnity for infringement of intellectual property rights	No Change in the conditions of the EOI.	terms	and
			The BANK warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.			
157	NIL	Additional Clauses	Force Majeure Except to the extent otherwise provided herein, no liability shall result to other Party from delay in performance of from non-performance caused by circumstances beyond the control of the Party affected, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, accident, labour trouble but each of the hereto shall be diligent in	No Change in the conditions of the EOI.	terms	and

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			attempting to remove such cause or				
			causes. If such an event lasts for a				
			continuous period of thirty (30) days, then				
			either party may at any time thereafter				
			while such performance continues to be				
			excused, terminate this Assignment				
			without liability, by notice in writing to the				
			other party. However Bidder shall be				
			entitled to receive payments for all				
			services rendered by it under this				
			Assignment				
158	NIL	Additional	Arbitration	No Change	in the	terms	and
		Clauses	In the event of a dispute or difference of	conditions of	the EOI.		
			any nature whatsoever between Bidder				
			and the BANK during the course of the				
			assignment arising as a result of this				
			proposal, the same will be referred for				
			arbitration. Such Arbitration shall be				
			conducted as per the rules of arbitration				
			of Delhi International Arbitration Center				
			under the Indian Arbitration and				
			Conciliation Act 1996 by a sole arbitrator				
			to be mutually appointed by the parties.				
			The venue of Arbitration shall be Mumbai				

159	NIL	Additional	Termination No Change in the ter	ms and
		Clauses	The Agreement resulting from this conditions of the EOI.	
			proposal may be terminated:	
			(a) by either party by giving the other party	
			not less than ninety (90) days written	
			notice of termination;	
			(b) forthwith if either party commits any	
			material breach of any term of this	
			contract and which in the case of a breach	
			capable of being remedied shall not have	
			been remedied within thirty (30) working	
			days of written notice to remedy the same;	
			(c) forthwith by either party if the other	
			party shall convene a meeting of its	
			creditors or if a proposal is made for a	
			declaration as insolvent or a proposal for	
			any other composition scheme or	
			arrangement (or assignment for the	
			benefit of its creditors), or if a trustee	
			receiver, administrative receiver or similar	
			officer is appointed in respect of all or any	
			part of the business assets of the other	
			party or if an order is made or a resolution	
			is passed for the purpose of the winding-	
			up of the other party or for the making of	
			an administration order (otherwise than	
			for the purpose of amalgamation or	
			reconstruction);	
			(d) by either party pursuant to Force	
			Majeure.	
			Termination shall be without prejudice to	

any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination. In the event of this assignment being terminated, the BANK shall be liable to make payments of all the amount due under this assignment for which services have been rendered by Bidder's Consultant's. Forthwith on the expiry or earlier termination of this agreement, each party shall, return to the other party all documents and materials, belonging to the other party with regard to this assignment, or shall at the option of the disclosing party destroy all documents or materials in connection with this assignment.

160	NIL	Additional	Notices	No Change in the terms and
		Clauses	All notices, requests, demands and other	conditions of the EOI.
			communications under this proposal or ir	
			connection herewith shall be given to o	
			made upon the respective parties as	
			follows -	
			Bidder: Tata Consultancy Services	
			Limited, TCS House, Raveline Street	
			Fort, Mumbai 400 001	
			With a copy to: General Counse	
			Tata Consultancy Services Limited	
			TCS House, Raveline Street	
			Fort, Mumbai 400 001	
			BANK: (pl. fill up the Address)	
			or to such other person or addresses as	
			any of the Parties shall have notified to the	
			others.	
			All notices, requests, demands and other	
			communications given or made in	
			accordance with the provisions of this	
			proposal shall be in writing by letter, fax	
			email or telegram.	
161	NIL	Additional	Waiver	No Change in the terms and
		Clauses	No forbearance, indulgence or relaxation	
			by any Party at any time to require	
			performance of any provision of this	
			Proposal shall in any way affect, diminish	
			or prejudice the right of such party to	
			require performance of that provision and	

			any waiver by any party or any breach of			
			any provisions of this Proposal shall not be			
			construed as a waiver or an amendment of			
			the provisions itself, or a waiver of any			
			right under or arising out of this Proposal.			
162	NIL	Additional	Assignment	No Change in the	terms	and
		Clauses	Neither Party shall be entitled to assign or	conditions of the EOI.		
			transfer all or any of its rights, benefits and			
			obligations under this proposal without			
			the prior written consent of the other Party			
163	NIL	Additional	Nonexclusively	No Change in the	terms	and
		Clauses	Bidder shall be free to do similar business	conditions of the EOI.		
			either for itself or for any other party or			
			offer similar services to any third parties			
			but without in any way affecting the			
			services agreed to be offered by Bidder			
			under this Proposal.			
164	NIL	Additional	Independent Relationship	No Change in the	terms	and
		Clauses	This Proposal is not intended to create a	conditions of the EOI.		
			relationship such as a partnership, joint			
			venture, agency, or employment			
			relationship. Neither party may act in a			
			manner, which expresses or implies a			
			relationship other than that of			
			independent party nor bind the other			
			party.			
165	NIL	Additional	Modification	No Change in the	terms	and
		Clauses	This proposal may be modified only by an	conditions of the EOI.		
			amendment executed in writing by a duly			
			authorised representative for each party.			

166	NIL	Additional	Publicity	No Change in the	terms	and
		Clauses	Neither party shall publicize any	conditions of the EOI.		
			information pertaining to this assignment			
			or the other party without seeking the prior			
			written consent of the other party.			
167	NIL	Additional	Entire Understanding	No Change in the	terms	and
		Clauses	This Proposal together with the	conditions of the EOI.		
			Schedules, Annexure and Exhibits hereto			
			and executed by the parties hereto			
			constitutes the entire understanding			
			between the parties hereto with respect to			
			the subject matter hereto and supercedes			
			and cancels all previous negotiations			
			thereof. To the extent permitted by			
			Applicable Law, a party is not liable to			
			another party in contract or tort or in any			
			other way for a representation or warranty			
			that is not set out in this Agreement			
168	NIL	Additional	Tata Code of Conduct:	No Change in the	terms	and
		Clauses	The business activities of the Bidder are	conditions of the EOI.		
			self-regulated by the "Tata Code of			
			Conduct". The BANK undertakes that it			
			will endeavor to promptly report any			
			violation or potential violation of the Code			
			by any person to the Local Ethics			
			Counselor or the Principal Ethics			
			Counsellor or the CEO of Bidder. Bidder,			
			in turn, undertakes that it will maintain			
			confidentiality of all communications			
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169	NIL	Additional	Survival	No Change in the	terms	and
		Clauses	The clauses of this proposal which by their	conditions of the EOI.		
			nature are intended to survive shall so			

			survive the termination/expiry of this			
			proposal.			
170	NIL	Additional	IPR indemnity from Bank:	No Change in the	terms	and
		Clauses	Bank warrants to Bidder that the software,	conditions of the EOI.		
			materials, and other assistance ('Bank			
			materials') supplied by Bank to Bidder for			
			the purpose of execution of the terms of			
			the agreement are either Bank owned			
			properties or are properties obtained by			
			Bank under proper intellectual property			
			licenses. Bank further warrants that the			
			said software, material and other			
			information, to be provided by Bank shall			
			not infringe the intellectual property			
			rights, proprietary rights or any other			
			property rights of any party. If Bank			
			materials supplied by Bank are found to			
			infringe the intellectual property rights of			
			any party, then Bank shall hold harmless			
			and indemnified Bidder, against all claims			
			and actions associated with such			
			infringement, including without limitation			
			the attorney fees spent by Bidder in			
			defending such actions and claims, and			
			any compensation that may be paid by			
			Bidder to settle such claim either in			
			satisfaction of a court decree or			
			otherwise. This clause shall survive the			
			termination of this agreement. The Bank			
			will indemnify, defend and hold Bidder			
			harmless from any loss, injury, claim or			
			damage resulting from any death or injury			
			to any person or property of Bidder arising			

			out of the use or possession of the				
			facilities/equipment or location of Bank				
			by Bidder or its personnel, unless caused				
			by the negligence of Bidder personnel and				
			the limitation of liability provided herein				
			shall not apply to such loss, injury, claim				
			or damages.				
171	NIL	Additional	Termination in case of default and non-	No Change in	the	terms	and
		Clauses	payment of fees:	conditions of the	EOI.		
			Bidder may terminate this Agreement for				
			cause if Bank materially breaches this				
			Agreement, provided Bidder gives Bank				
			notice of such breach and it remains				
			uncured after 30 days following notice.				
			If any amount due and payable by Bank				
			under the Agreement is more than 30 days				
			overdue; and there is no dispute between				
			Bank and Bidder in relation to that				
			amount, Bidder may issue to Bank a				
			notice that payment is overdue. If Bank				
			fails to pay Bidder within 7 days after the				
			date of such notice, Bidder may by a				
			further notice to Bank terminate the				
			Agreement or at its election withdraw				
			services or stop performance of its				
			obligations until payment is made.				

172	NIL	Additional	SLA Exclusions	No Change in the	terms	and
		Clauses	The time lost due to any of the following	conditions of the EOI.		
			causes shall not be included in			
			calculating "Fix/Work Around Available			
			Time" or "Resolution Time":			
			i Time lost due to power or environmental			
			failures;			
			ii Time taken to recover the equipment			
			because of power or environmental			
			failures;			
			iii Time lost due to damage or malfunction			
			of the equipment or any of the units			
			thereof due to causes attributable to			
			Customer/OEM, such as attachment of			
			additional devices, making alteration to			
			the system, participate in maintenance of			
			the system, etc., without Bidder/ Vendor's			
			consent.			
			iv Time taken for scheduled			
			maintenance/troubleshooting (including			
			back-up and restore times) either for			
			preventive purposes or improvement in			
			function or other purposes;			
			v Time taken for reconfiguration or other			
			planned downtime situations;			
			vi Scheduled shutdowns as required by			
			Owner/ Purchaser. Bidder/ Vendor may			
			also request Owner/ Purchaser for a			
			shutdown for maintenance purpose,			
			which request will not be denied			
			unreasonably by Owner/ Purchaser.			
			vii Time taken for booting the systems.			

	viii Time taken to get approval from all
	stakeholders for the exclusive availability
	of system for support activities where the
	prospective solutions can be tested prior
	to promotion into production.
	ix Time taken by Customer to approve the
	work around or fix.
	x Time taken by the third-party vendors
	and service providers for fixing a product
	related fault/ defect, replacement of
	part(s), or responding to clarifications.

Clause 7(ii) on page number 10 of EOI document: "All queries to be raised in the pre-bid meeting will relate to the EOI alone and no queries related to detailed analysis of scope of work, payment terms and mode of selection will be entertained. These issues will be amply clarified at the RFP stage."

** Further, we clarify that:

- The Consultant shall be required to study and review the existing HR strategy, operating model and technology landscape across the employee lifecycle stages for their maturity, efficacy and alignment with overall business objectives of the Bank as well as with industry best practices & business environment.
- The Consultant shall conduct gap-analysis, design a long-term HR strategy for future readiness and provide detailed recommendations on IT/digital solutions that SBI should implement to achieve its strategic business objectives.
- The Consultant shall design/ recommend and work with the bank's HR, IT and vendor teams (existing/proposed) to end-to-end integrate the solutions and oversee their implementation.