

SOFTWARE FACTORY - INFRA & OPS DEPARTMENT

RESPONSE OF QUERIES RAISED BY EMPANELED IT COMPANIES - CATEGORY I & II

Ref: SBI/GITC/SOFTWARE FACTORY (INFRA & OPS)/2025/2026/1382 Dated:29.08.2025

S.NO.	RFP	RFP	Existing Clause	Query/Suggestions	Response
	Page No	Clause No.			
1	48	Appendix G	<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>	As per Auditors, as these are non-standard certificates, they can issue them only after clearance from their internal risk team, which they said they will check and let us know whether such a certificate can be issued or not from their side. Once got clearance, Auditors will seek for further information/representation on the local content% etc., which we will have to provide when asked. Suggestion à Can we please give a self-attested certificate indicating that all resources deployed in SBI will be hire in India? This is the general practice that we follow for all project in SBI. In case of internal employee allocation to SBI project we more their base location to Mumbai.	No Change in RFP Terms / Clauses
2	9	3(v)	"Total Contract Price/Project Cost/TCO" means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.	<u>Request SBI team to consider the below modified changes:</u> "Total Contract Price/Project Cost/TCO" means the price payable to Service Provider over the entire period of Contract for the services rendered under full- and proper performance of its contractual obligations.	No Change in RFP Terms / Clauses
3	10	4	SCOPE OF WORK	<u>Request SBI team to incorporate the modification as suggested below:</u> Acceptance of Deliverable: Service Provider will provide the services in accordance with the SOW and/ or agreed SLA. SBI shall accept/or reject the deliverable within ten (10) days of delivery. If case of rejection, SBI shall clearly state the deficiencies in deliverable in writing. Any rejected deliverable shall be corrected by Service Provider without any additional cost to SBI . In case SBI does not provide rejection or acceptance within the specified timeline, the deliverables shall be deemed to be accepted by SBI.	No Change in RFP Terms / Clauses
4	12	9	EARNEST MONEY DEPOSIT (EMD)	<u>Request SBI team to consider for the deletion of clause viii and incorporate the modification as suggested below:</u> viii. If any of the participating Bidder backs out from the Bid, then the EMD shall be returned on an as-is-basis to the Bidder within one (1) month from the date of backing out from the bid as it enables the Bidder to recollect the EMD for backing out from the Bid	No Change in RFP Terms / Clauses
5	21	24	BANK GUARANTEE	<u>Request SBI team to consider for addition of below clause:</u> (iii)In any case, if upon expiration of Performance Bank Guarantee (PBG), it is not released within 15 days of its expiry, the said PBG shall be deemed to be released and the obligation referred therein or in connection therewith shall stand null and void.	No Change in RFP Terms / Clauses
6	24	29	As per scope of this RFP, sub-contracting is not permitted	<u>Request SBI team to consider the below modified changes:</u> As per scope of this RFP, sub-contracting is not permitted, except to any to its group companies or affiliates or subsidiaries	No Change in RFP Terms / Clauses

7	24	30	The Agreement/ SLA will be valid for the period of 3 year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.	The Agreement/ SLA will be valid for the period of 3 year(s). The Bank Parties reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.	No Change in RFP Terms / Clauses
8	24	31	Limitation of Liability: Applicable as defined under EOI	<u>Request SBI team to consider the below modified changes in the clause mentioned in EOI for the purpose of this RFP.</u> Notwithstanding anything contained under this Agreement, the maximum aggregate liability of Service Provider under the empanelment Agreement, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed fees paid by the Bank in the preceding twelve (12) months under the relevant SOW under which the claim arise.	No Change in RFP Terms / Clauses
9	24	34(iii)	Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.	<u>Request SBI team to consider the below modified changes:</u> Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is due to solely attributable to Service Provider's negligence which are not at Bank's premises . Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.	No Change in RFP Terms / Clauses
10	24	34(iv)	Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.	<u>Request SBI team to consider the below modified changes:</u> Service Provider is responsible for such activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours which are not conducted as per the direction of SBI .	No Change in RFP Terms / Clauses
11	25	34(vi)	Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.	<u>Request SBI team to consider the below modified changes:</u> Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one day of becoming aware hour -of detection.	No Change in RFP Terms / Clauses
12	25	36	Intellectual Property Rights and Ownership	<u>Request SBI to incorporate the below modified provision:</u> The Service Provider shall have the ownership to retain any pre-existing intellectual property rights arising out from any new development, or from any new product while delivering or performing the services within the tenure of the Agreement.	No Change in RFP Terms / Clauses
13	25 & 26	37	LIQUIDATED DAMAGES: If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Purchase Order Value, as liquidated damages a sum as given in the table below. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	<u>Request SBI team to consider the below modified changes:</u> If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of delayed value of total Project Cost for delay of each week or part thereof maximum up to 5% of delayed value of total Project Cost . Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	No Change in RFP Terms / Clauses

14	27	40, 42 & 43	Termination for default, Termination for insolvency & Termination for convenience	<u>Request SBI to consider the proposed clauses for Termination:</u> (i)Either Party shall have the right to terminate this Agreement/ RFP or any SOW under this Agreement, in the event that the other party (a) materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice specifying the breach or shortcoming in deliverable or (b) enters into liquidation, whether or not voluntarily, or a receiver is appointed to all or any material part of its assets, or the other party becomes bankrupt or insolvent or enters into any arrangement with its creditors, or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they become due; (ii)Either Party may terminate the Agreement for convenience by providing sixty (60) days written notice to the other Party.	No Change in RFP Terms / Clauses
15	28	47(ii)	Prices quoted should be exclusive of all GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted.. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (Appendix- F).	<u>Request SBI team to consider the below modified changes:</u> Prices quoted should be exclusive of all GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted. However, any additional expenses including but not limited to travelling, accommodation expenses, etc. incurred by the Service Provider associated with the Services shall be reimbursed by the Client to the extent they are pre-approved by Client. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (Appendix- F).	No Change in RFP Terms / Clauses
16	60	Appendix-J-1.1. 9	"EOI" shall mean REQUEST FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE vide RFP No. SBI/GITC/IT-PartnerRelationship/2023/2024/1042 Dated: 22.09.2023 and unless otherwise specifically stated under this Agreement shall also include the Empanelment Agreement executed between the Bank and Service Provider in pursuant to EOI.	<u>Request SBI team to consider for deletion part of the clause:</u> "EOI" shall mean REQUEST FOR EMPANELMENT OF IT COMPANIES FOR PROVIDING NICHE TECHNOLOGY RESOURCES FOR VARIOUS APPLICATIONS AND IT INITIATIVES OF THE BANK SKILL WISE vide RFP No. SBI/GITC/IT-PartnerRelationship/2023/2024/1042 Dated: 22.09.2023 and unless otherwise specifically stated under this Agreement shall also include the Empanelment Agreement executed between the Bank and Service Provider in pursuant to EOI.	No Change in RFP Terms / Clauses
17	61	Appendix J-1.2.9	The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.	Request SBI to amend the clause as follows "The terms not defined in this agreement shall be understood in technical sense in accordance with the industrial practices."	No Change in RFP Terms / Clauses
18	61	Appendix J-1.3.2	This Agreement shall be in force for a period of _____ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.	<u>Request SBI team to consider the below modified changes:</u> This Agreement shall be in force for a period of _____ year(s) from Effective Date, unless terminated by the either Party Bank -by notice in writing in accordance with the termination clauses of this Agreement.	No Change in RFP Terms / Clauses
19	63	Appendix J-3.1.1	Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.	<u>Request SBI team to consider the below modified changes:</u> Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax deducted at source (TDS) thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.	No Change in RFP Terms / Clauses

20	64	Appendix J-3.4.2	The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.	<u>Request SBI team to consider the below modified changes:</u> The Bank may withhold payment of any product/services that it disputes in good faith, provided, however, that such disputes are raised by the Bank within 15 days from the date of receipt of invoice. If no dispute is raised by the Bank within 15 days, the invoice shall be deemed to undisputed. Further, Bank may set-off penalty amount or any other amount which is mutually agreed between the Parties Service Provider owes to the Bank against amount payable to Service-provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider, for reasons solely attributable to Service Provider, shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.	No Change in RFP Terms / Clauses
21	64	Appendix J-3.4.3		<u>Request SBI team to consider the proposed clause:</u> Except as otherwise provided above or in a Statement of Work, the Service Provider shall raise invoice to the Client due under this Agreement on a monthly basis. The Client shall make payment of undisputed amount under the invoice within thirty (30) days from the date of invoice. The discrepancies in the invoices, if any may be raised by the Client in good faith within seven (7) days. The invoice shall be deemed to be undisputed if the discrepancies are not raised within seven (7) days. For disputed invoice, the Parties shall mutually discuss the dispute in good faith and settle the disputes amicably. Further, once the discrepancies are cleared, the Client shall be liable to pay the amount to the Service Provider within seven (7) days of clearance. Notwithstanding any other provision of this Agreement, if the Client fails to pay any invoice in full by the due date, the Service Provider may, in its sole discretion, suspend all or any part of the Services to the Client upon thirty (30) days written notice until payment is received. The Service Provider also reserves the right to charge interest of 12% per annum, on such outstanding Service fee from the due date of payment of original invoiced Service fee until the entire Service fee (including interest, if any) is paid by the Client to the Service Provider. The rights and remedies set forth herein are in addition to any other rights or remedies the Service Provider may have against the Client in connection with any non-payment.	No Change in RFP Terms / Clauses
22	64	Appendix J-3.4.4		<u>SBI team to incorporate the COLA rates considering the T&M arrangement.</u> If the term of the Agreement exceeds one year, the billing rates for each succeeding year during the term of the Agreement shall be increased annually by a fixed rate of 6% over and above the billing rates applicable to the immediately preceding year for the relevant Services. This fixed annual increase shall serve as the Cost-of-Living Adjustment (COLA) for the purposes of this Clause. The adjustment shall take effect on each anniversary of the Effective Date of this Agreement	No Change in RFP Terms / Clauses

23	67	4.2 (i) (f)	Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.	<u>Request SBI team to consider the below modified changes:</u> Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than 15 day of becoming aware hour of detection.	No Change in RFP Terms / Clauses
24	68	5.2.1	Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.	<u>Request SBI team to consider the below modified changes:</u> "Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, as mutually agreed between the Parties in the respective SOWs executed under this Agreement. "	No Change in RFP Terms / Clauses
25	69	5.25	Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.	<u>Request SBI team to consider the below modified changes:</u> "Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested during the term of the Agreement. "	No Change in RFP Terms / Clauses
26	69	5.2.7	Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.	<u>Request SBI team to consider the below modified changes:</u> Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct (within the local area of such city) , only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.	No Change in RFP Terms / Clauses
27	70	5.2.9	During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.	<u>Request SBI team to consider the below modified changes:</u> During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, for reasons solely attributable to Service Provider , Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished only in such case where the Service Provider has defaulted and not render services or product as per the instructions of the SBI. In such case, Service Provider shall without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank replace or repair the software.	No Change in RFP Terms / Clauses

28	70	6.1	Service Provider agrees and hereby keeps the Bank indemnified and hold harmless against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities, declarations or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank. The Service provider shall indemnify and keep fully and effectively indemnified and hold harmless the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider	<u>Request SBI team to consider the below modified changes:</u> "Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may directly suffer or incur on account of (i) Services Provider's material breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank. The Service provider shall indemnify and keep fully and effectively indemnified and hold harmless the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider. However, all indemnities, if any, arising out of or in relation to this Agreement can be brought against Service Provider within 2 years from the date of termination of this Agreement. SBI agrees to indemnify Service Provider on demand losses, damages, against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the hardware, software and/or any other product provided by SBI infringes the intellectual property rights (including without limitation any patent, copyright, registered design, design right or trademark) of any third party."	No Change in RFP Terms / Clauses
29	70	6.3		<u>Request SBI team to consider the below additions to the indemnity clause:</u> "If Bank (or its associate or other user) becomes aware of any third party claim as described above or any matter or event which might give rise to such claim being made against it or the Service Provider or its associates, officers, employees and/or agents and authorised representatives it shall (a) procure that notice of such third party claim is promptly given to the Service Provider and (b) not make (or, as appropriate, shall co-operate to procure that any other user or associate shall not make) any admission of liability, agreement or compromise with any person, body or authority in relation to any such third party claim without obtaining the Service Provider's prior written consent. The Service Provider shall at its own cost be entitled to defend any such claim and take all such actions as may be required in respect thereof at its sole discretion. The Bank shall not settle any such claim without the consent of the Service Provider. The aforesaid shall prevail over and supersede any other provision relating to third party IPR claims wherever contained"	No Change in RFP Terms / Clauses
30	73	11	As per the scope of this Agreement sub-contracting is not permitted.	<u>Request SBI team to consider the below modified changes:</u> As per scope of this RFP, sub-contracting is not permitted, except to any to its group companies or affiliates or subsidiaries	No Change in RFP Terms / Clauses

31	73	12	Intellectual Property Rights	<u>Request SBI to incorporate the below modified provision:</u> Each party will retain its pre-existing Intellectual Property Rights and nothing in this agreement assigns or transfers the pre-existing Intellectual Property Rights of one party to the other. Neither party may assert or bring any claim for ownership of any or all of the other party's pre-existing Intellectual Property Rights. To the extent that any pre-existing Intellectual Property Rights of Service Provider is incorporated into the deliverables, Service Provider grants to the Bank/ SBI a, limited period, non-transferable, non-licensable, royalty-free, non-exclusive license to use such pre-existing Intellectual Property Rights as part of the deliverables for SBI solely to the extent necessary for SBI to use the Services or deliverable during the term of the relevant SOW, provided that no portion of Service Provider's Intellectual Property Rights will be unbundled or separated or used as standalone product or deployment tool;	No Change in RFP Terms / Clauses
32	73	14	Confidentiality	<u>Request SBI team to incorporate the modified clause:</u> Each Party acknowledges that it may receive or access confidential or proprietary information ("Confidential Information") of the other in connection with this Agreement, and agrees to treat such information as confidential during the term of the Agreement and post termination/ expiry of this Agreement. "Confidential Information" includes information marked as confidential or which by its nature should reasonably be understood to be confidential, including business plans, customer and vendor information, financials, personnel data, technical know-how, and third-party data. It excludes information that: (i) was already known without obligation of confidentiality, (ii) becomes public without breach, (iii) is independently developed, or (iv) is disclosed under legal obligation with prior notice where possible. Neither Party shall use or disclose the other's Confidential Information except for performing under this Agreement. Breach or threatened breach may entitle the disclosing Party to equitable relief, including injunction, without the need to post bond. The provisions of this clause shall survive for a period of two (2) years post termination/ expiry of this Agreement.	No Change in RFP Terms / Clauses
33	73	15.1	Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.	<u>Request SBI team to consider the below modified changes:</u> Subject to payment of all dues payable by the Bank, Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.	No Change in RFP Terms / Clauses

34	74	16.1	The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement or respective Purchase Order/SOW in whole or in part: (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement or respective Purchase Order/SOW, or any extension thereof granted by the Bank; (b) If Service Provider fails to perform any other obligation(s) under the Agreement or respective Purchase Order/SOW; (c) Violations of any terms and conditions stipulated in the RFP; (d) On happening of any termination event mentioned herein above in this Agreement. Prior to providing a written notice of termination to Service Provider under above mentioned sub-clause (i) to (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.	<u>Request SBI team to consider addition of the following clause:</u> "The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement/respective Purchase Order/SOW in whole or in part: (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement/SOW, or any extension thereof granted by the Bank ; (b) If Service Provider fails to perform any other obligation(s) under the Agreement/SOW; (c) violations of any terms and conditions stipulated in the RFP/ Agreement/SOW; (d) On happening of any termination event mentioned herein above in this Agreement/SOW. Prior to providing a written notice of termination to Service Provider, the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement/respective Purchase Order/SOW. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause."	No Change in RFP Terms / Clauses
35	74	16.2	Notwithstanding anything contrary contained in this Agreement, the Bank may cancel the respective Purchase Order/SOW immediately by giving written notice to Service Provider, if Service Provider fails to meet the delivery schedule/timelines as defined in this Agreement and/or respective Purchase Order(s)/SOW.	<u>Request SBI team to consider the below modified changes:</u> Notwithstanding anything contrary contained in this Agreement, the Bank may cancel the respective Purchase Order/SOW immediately by giving written notice to Service Provider (of at least 30 days or such extended period which may be required to cure the breach), if Service Provider fails to meet the delivery schedule/timelines as defined in this Agreement and/or respective Purchase Order(s)/SOW.	No Change in RFP Terms / Clauses
36	74	16.3	The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	<u>Request SBI team to consider the below modified changes:</u> Either Party The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the either Party's Bank's convenience, the extent to which either party has not fulfilled its obligations under this Agreement due to which performance of the Service Provider under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination of the Agreement for the either Party's Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	No Change in RFP Terms / Clauses
37	74-75	16.4	In the event the Bank terminates the Agreement or respective Purchase Order/SOW in whole or in part for the breaches attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement or respective Purchase Order to the extent not terminated.	<u>Request SBI team to consider the below modified changes:</u> In the event the Bank terminates the Agreement or respective Purchase Order/SOW in whole or in part for the breaches solely attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20- Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement or respective Purchase Order to the extent not terminated.	No Change in RFP Terms / Clauses
38	75	16.5 (iii)	If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.	<u>Request SBI to amend the clause as</u> "If any willful acts of commission or willful omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees."	No Change in RFP Terms / Clauses

39	76	16.10	Termination for default	<u>Request SBI team to consider addition of below clause:</u> "The Service Provider shall have the right to terminate the Agreement/ respective Purchase Order or SOW in the event of any material breach of its obligation(s) hereunder by the Bank and such breach is not remedied by the Bank within thirty (30) days of a written notice issued by the Service Provider."	No Change in RFP Terms / Clauses
40	76	19	Limitation of Liability: Applicable as defined under EOI	<u>Request SBI team to consider the below modified changes in the clause mentioned in EOI for the purpose of this RFP.</u> Notwithstanding anything contained under this Agreement, the maximum aggregate liability of Service Provider under the empanelment Agreement, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed fees paid by the Bank in the preceding twelve (12) months under the relevant SOW under which the claim arise.	No Change in RFP Terms / Clauses
41	77-78	22.7	ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority: (i) This Agreement; (ii) Annexure of Agreement; (iii) Purchase Order No. _____ dated _____; (iv) RFP; and (v) EOI	<u>Request SBI team to consider the below modified changes:</u> "The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority: (i) This Agreement; (ii) Annexure of Agreement; (iii) Purchase Order No. _____ dated _____; (iv) RFP; and (v) EOI	No Change in RFP Terms / Clauses
42	78	22.11	Assignment	<u>Request SBI to add the clause for Assignment as:</u> "Either Party shall have the right to assign this Agreement in whole or in part to any third party with other Party's prior approval."	No Change in RFP Terms / Clauses
43	123	Appendix K 4(i)	The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.	<u>Request SBI team to modify the NDA clause as proposed below:</u> The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5)–two (2) years post termination/ expiry of this agreement thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.	No Change in RFP Terms / Clauses

44		Appendix-N Clause 5.1	Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore. iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest. v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest. vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable	Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore. iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest. v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest. vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER. vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of two five years, which	No Change in RFP Terms / Clauses
45		Appendix-N Clause 5.2	The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.	The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.	No Change in RFP Terms / Clauses
46	43	Appendix - E	6. Help Desk Requirements b) The expected time of resolution should be average 15 minutes per call.	It is assumed that the Application support resources shall forward the raised tickets to concerned department. Time of resolution shall depend on the response received from respective department.	Please refer to Corrigendum 1
47	43	Appendix - E	6. Help Desk Requirements e) Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc	It is assumed that SBI Bank shall provide the call management system	Yes. A suitable system/tool will be made available for onboarded resources.
48	44	Appendix - E	6. Help Desk Requirements f) Considering expected number of call request 50 / day, the help desk should be manned with 02 of persons dedicated to work for the Bank.	Please clarify whether 2 person per role should be dedicatedly available	Bank will allocate the resources based on the requirement from the overall onboarded resources.
49	53	Appendix - I	h. The resources provided will have to work on all working days of the Bank for eight hours per day, excluding one hour for lunch/ dinner/ any refreshment break etc, in any shift (exclusion of one hour break is not applicable in 24X7 shift)	Please clarify the shift timings for application resources and number of working days in a week	Shift timings will be decided and communicated to the selected vendor based on Bank's requirement. Days in a week will be as per the Bank's working days. Resources are expected to work one shift per day.
50	72	Appendix - J	7. Substitute for a resource is only allowed for a maximum of 2 times	Please clarify whether substitution/replacement of any resources prior to completion of 3 months from the date of joining AND substitution resources due to resignation/maternity leave etc will be counted separately.	Substitution/replacement of any resources prior to completion of 3 months from the date of joining AND substitution resources due to resignation/maternity leave etc will not be counted separately.

51	2 to 4		Schedule of Events	Please confirm whether bid submission and opening timelines will be extended if pre-bid clarifications are released close to the submission date (30.09.2025).	It will be decided by the Bank at the material time and will be communicated, if required.
52	17 to 18	17	Reverse Auction	Kindly confirm the e-business rules, decrement value, auto-extension logic and whether a mock run will be conducted for all technically qualified bidders.	a. All particulars will be made available during the time of reverse auction. b. Demo auction will be arranged by EPTL as part of auction training.
53	14	Clause 10.iii(c)	General, Schedule of Events, Bidding process	Please reconfirm that no price or commercial information can appear anywhere in the technical bid (including resumes/CVs).	Yes
54	21 to 22	Clause 21/23	General, Schedule of Events, Bidding process	Please confirm that the Bank may accept partial award (role-wise split) or whether it will be single-bidder award for all roles.	No Change in RFP Terms / Clauses
55	to 22, 49 to	24	Performance Bank Guarantee	Please confirm that the PBG will be PO-wise or one consolidated BG for the Agreement.	PBG to be submitted for the agreement value
56	34 to 35		Appendix-B	Please confirm that no additional OEM partnership letters are required beyond the EOI empanelment and the certifications listed in Appendix-E.	Please refer RFP document
57	36		Appendix-C	For "Bidder has required resources of all categories readily available" — please confirm acceptance of a sourcing/transition plan when all resources are not immediately on our rolls at bid time.	No Change in RFP Terms / Clauses
58	126		Appendix-M	Request acceptance of anonymized references (with contact details shared post-shortlisting) if bound by NDA.	No Change in RFP Terms / Clauses
59	38 to 45		Appendix-E	Please confirm the total number of resources per role to be deployed initially and the planned phasing. The matrix shows 40 resources in Navi Mumbai; request clarity on initial tranche (per role)	Onboarding of resource requirement will be communicated to the selected vendor at the material time
60	43	point 3	Appendix-E	The tenure is 3 years from commencement. Please confirm whether there is any extension option and on what terms (rate card indexation, etc.).	Please refer RFP document
61	43,80		Appendix-E	Primary location is Navi Mumbai with possible reallocation to Hyderabad, Bangalore, Chandigarh or any other. Please confirm whether relocation of resources will be at Bank's cost (travel, lodging for joining/relocation) and minimum notice period for relocation.	a. Bank will not bear any relocation costs b. Notice period will be decided at the material time and sufficient time will be provided for relocation.
62	62 to 63	2.2	Work model and access , SLA Appendix-J,	Please confirm if a hybrid model (onsite + VPN-based remote) is acceptable and the proportion of onsite presence expected for each role.	Please refer RFP document
63			Tools and assets:	Kindly confirm that the Bank will provide desktops/laptops at site, email IDs, VPN tokens, ITSM tool access, monitoring tools, and all environment access needed to perform the services.	Onboarded resources will be provided required enablers to discharge his duties as per the scope of work.
64	to 23, 38 to 45		Appendix-E, Services	Multiple references state patching/upgrades/updates for hardware/software/OS/middleware/database. Please clarify the boundary: Does the vendor execute OS/DB/web server patching only for the application stack in scope while Bank/Cloud/VM teams manage hypervisor, storage, and network? Are major version upgrades (e.g., Oracle 19c to future LTS, RHEL major) included, or will they be handled via separate CRs/projects?	Relevant details will be communicated to the selected vendor.
65	22		Appendix-E, backups	Daily backup of the Application Database" — please confirm backup tooling to be used (RMAN/Bank's enterprise backup), schedules, retention policies, and whether restore drills are part of scope.	Relevant details will be communicated to the selected vendor.
66	22		Appendix-E, Monitoring	Please share the Bank's standard monitoring/alerting tools (e.g., OEM, other) and required dashboard/report formats for this engagement if possible	Relevant details will be communicated to the selected vendor.
67	43 to 44	Point 6	Appendix E	The RFP states 24x7x365 online support, 15-minute average resolution time per call, expected 50 calls/day, and "helpdesk to be manned with 02 persons dedicated to work for the Bank."	Query is incomplete
68			Appendix E	Please confirm if "online support" means remote L1 support or on-prem presence round-the-clock.	On-prem support as per the RFP document

69			Appendix E	Two persons cannot cover 24x7; please confirm the required shifts and total FTE for helpdesk coverage.	Two persons will be allocated per shift. Number of shifts will be decided as per the requirement of the Bank. Bank will allocate the resources based on the requirement from the overall onboarded resources.
70			Appendix E	The 15-minute "resolution time" is aggressive; can this be redefined as "response/acknowledgement within 15 minutes" with resolution SLAs tiered by severity? Please confirm the Bank's ticketing tool (internal or COTS) and whether telephony is in scope.	Please refer to Corrigendum 1
71	36		Appendix C	Please confirm if L1 helpdesk personnel are included within the 40 resources shown or will be additional.	Yes. L1 Help desk personnel are part of total resource requirement published in RFP
72	88-90, 26-27, 71-72		Appendix-I (Other terms & penalties; Appendix-J Annexure-E plus "Liquidated Damages" tables	Multiple penalty regimes apply (LDs for PO activities, SLA penalties, additional penalties in Annexure-E). Request confirmation that all penalties and LDs combined are capped at 10% of the respective PO value (or 10% of TCV for the Agreement).	Please refer RFP for respective clause
73			SLAs, penalties, LDs, caps	Request a 10–15 business day cure period before penalties apply for non-material breaches or delays caused by dependencies (e.g., access, approvals).	No Change in RFP Terms / Clauses
74	89		Annexure E	Please confirm that delays attributable to the Bank (e.g., interview scheduling, access provisioning) will extend timelines and waive penalties for those items. "PIMS bypass penalty Rs. 50,000/incident" . Please define "PIMS" and share the process to ensure compliance.	a. No Change in RFP Terms / Clauses in the RFP clause. b. Relevant details will be shared with the selected vendor
75			Annexure E	Non-availability and substitution penalties (Annexure-E) — request limiting "Substitute allowed maximum 2 times" to role-level, not PO-level; propose allowing up to 3 substitutions per position over 3 years.	Please refer RFP document.
76	90		Annexure E	Helpdesk SLA penalty table : Please share the exact calculation base (monthly payout or PO value component) and the definition of service level measurement methodology.	Please refer to Corrigendum 1
77	52 to 55		Appendix-I	CVs: 150% CV submission within 14 working days post PO acceptance — request 21 working days and 120% CVs for niche roles (e.g., Senior RAC-DBA).	No Change in RFP Terms / Clauses
78	52 to 55		Resource onboarding, substitution, attendance, billing	Reporting timelines: Selected resources to report within 30 working days — propose 45 working days for niche roles; request that the counter starts after access, gate pass and workstation readiness.	No Change in RFP Terms / Clauses
79	52 to 55		Background checks:	PVR within 90 days — request waiver of penalties for delays beyond vendor control (police authority backlog) against proof of application within 7 days.	No Change in RFP Terms / Clauses
80	52 to 55		Billing days:	Cap of 24 billing days/month — request billing for actual attended working days as per site calendar, and explicit overtime/holiday billing rates when called in (minimum 4 hours clause is noted).	No Change in RFP Terms / Clauses
81	52 to 55		Late/early exit deductions at 2x hourly rate (page 54)	Request applying only for unapproved absence; for partial hours, seek rounding to nearest 30 minutes instead of "part of an hour = full hour".	No Change in RFP Terms / Clauses
82	52 to 55	Point 2	Annexure E - Knowledge Trnasfer	KT for one month marked non-billable for replacement — request that KT is billable as the replacement is productive for part of the month; alternately, cap non-billable KT to 10 business days.	No Change in RFP Terms / Clauses

83	54		Resource onboarding, substitution, attendance, billing	"Resources to work on all working days for eight hours per day" (page 54): Please confirm the standard working window (e.g., 9 a.m.–6 p.m.) and shift requirements for each role.	Shift timings will be decided and communicated to the selected vendor based on Bank's requirement. Days in a week will be as per the Bank's working days.
84	38 -42		Appendix-E roles	Please confirm whether equivalent degrees (e.g., BSc + 3 years additional experience) will be accepted where a BE/BTech/MCA is prescribed.	No Change in RFP Terms / Clauses
85	38 -42		Appendix-E roles	Certifications: For Linux Admin, "Mandatory (any one)" set — please confirm if Red Hat/Oracle Linux/LFCS is acceptable interchange	Please refer to Corrigendum 1
86	21	25 (v)	Service Provider resources shall be involved in Application support, production support, technical support, user support, IT security and compliance activities related to the application	Application support does not have any application name but has app servers, so is there any application to be supported or only application servers?	Relevant details will be communicated to the selected vendor.
87	21	25 (v)	Service Provider resources shall be involved in Application support, production support, technical support, user support, IT security and compliance activities related to the application	If it is an application support then would like to understand more about the application and would also like to know how the Knowledge sharing is planned from the existing vendor	Relevant details will be communicated to the selected vendor.
88	21	25.ii Services	Service Provider shall implement patches/ upgrades/ updates for hardware/ software/ operating System / middleware / database etc. as and when released by OEM or as per requirements of the Bank.	Are there requirement for Middleware Admins, if so which middleware technology and it will fall under which role	Please refer RFP document
89	21	25.iii Services	Service Provider shall obtain permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ operating system /middleware etc in case the Bank chooses not to upgrade to latest version.	Out of support version should be supported based on best efforts basis and there should be no SLA obligation	Selected resources has to support all existing and future versions
90	21	25.viii Services	Service Provider shall regularly monitor the Application and its underlying infrastructure regularly. The Service Provider shall monitor the health and performance of the application and also log monitoring.	The APM and Log monitoring tool will be provided by bank, if so can you kindly assist with the tools details.	Relevant details will be communicated to the selected vendor.
91	35	Appendix-C . 2	Bidder has the capability to provide the resources presently at all our locations which currently include Navi Mumbai, Hyderabad, Bangalore and Chandigarh based on requirement. The list of location is only indicative, we may hire/reallocate the resources as per our requirement at any other location.	Can the resource break for each loaction with it address can be shared	Relevant details will be communicated to the selected vendor.
92	39	Appendix-E.1.4	"Application Support L1 Mandatory:- 1)Application server technologies: Tomcat / Apache HTTPD / NGINX / Oracle HTTP Server / Oracle WebLogic / IIS Basic Understating and working knowledge on1)DB servers: Oracle Database/ MYSQL/Maria DB 2) OS: Windows and Linux Server Knowledge on multiple technologies as mentioned above will be preferred. Also strong analytical, troubleshooting and coordination skills for application support"	The skills expectation is to have overivew knowledge of the technologies mentioned or do we need to factor admins of each technology with L1 skills	Please refer RFP document
93	40	Appendix-E.1.5	"Application Support L2 Mandatory Skill Set:- 1)Application server technologies: Tomcat / Apache HTTPD / NGINX / Oracle HTTP Server / Oracle WebLogic / IIS Basic Understating and working knowledge on1)DB servers: Oracle Database/ MYSQL/Maria DB 2) OS: Windows and Linux Server Knowledge on multiple technologies as mentioned above will be preferred. Also, Strong analytical, troubleshooting and coordination skills for application support. IT Security"	The skills expectation is to have overivew knowledge of the technologies mentioned or do we need to factor admins of each technology with L2 skills	Please refer RFP document

94	41	Appendix-E.6	"Help Desk Requirements a) 24 * 7* 365 days per year, online support facility b) The expected time of resolution should be average 15 minutes per call. c) Escalation process should be in place for unresolved issues d) Bidder support staff should be well trained to effectively handle queries raised by the Bank customer / employees etc e) Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc f) Considering expected number of callrequest 50 / day, the help desk should be manned with 02 of persons dedicated to work for the Bank."	"Can you kindly assist to clarify on the requirements as do we need to factor a separate resource for helpdesk. If so what is the support window to be covered for."	This will be part of the overall requirement. Relevant details will be communicated to the selected vendor.
95	76	Annexure A	DELIVERABLES/SCOPE OF WORK	Need more details as the Annexure A is not filled completely.	Please refer to Corrigendum 1
96	79	Annexure-B.a.1	RTO during disaster for shifting to <Place>DC	"DRM tool will be provided by bank Please assist to specify the RTO and the DRM tool used to achieve the same"	Relevant details will be communicated to the selected vendor.
97	79	Annexure-B.c	INFRASTRUCTURE SUPPORT METRICS	Please provide the SLA matrix for Severity levels 1, 2 and n for response and resolution time in mins and the measurement criteria	Please refer to Corrigendum 1
98	81	Annexure-C.1	SERVICE DESK SUPPORT METRIC<	Please provide the support metrics for call types Level 1 and 2 with Service level objective and Measurement range/ Criteria	Please refer to Corrigendum 1
99	37	Appendix-E	NA	Application support does not have any application name but has app servers, so is there any application to be supported or only application servers?	Relevant details will be communicated to the selected vendor.
100	88	Annexure F	NA	If it is an application support then would like to understand more about the application and would also like to know how the Knowledge sharing is planned from the existing vendor	Relevant details will be communicated to the selected vendor.
101	41	Appendix E	"Help Desk Requirements a) 24 * 7* 365 days per year, online support facility b) The expected time of resolution should be average 15 minutes per call. c) Escalation process should be in place for unresolved issues d) Bidder support staff should be well trained to effectively handle queries raised by the Bank customer / employees etc e) Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc f) Considering expected number of callrequest 50 / day, the help desk should be manned with 02 of persons dedicated to work for the Bank."	The ask is to provide 2 people for help desk and for 24*7*365, does this mean min 2 person for each shift (i.e. 3 shifts to cover 24*7)	Two persons will be allocated per shift. Number of shifts will be decided as per the requirement of the Bank. Bank will allocate the resources based on the requirement from the overall onboarded resources.
102	44	Annexure F	Sr. No. Type of services / Items Quantity/No of Resources Man-day Rate (rate per resource per day) Total amount in Rs. (for the quantity mentioned in column 3 for 3 years - considering 300 working days per year) (excl. GST) E.g.- (No of resources) X (Man-day rate) X (300) X (3) Proportion to Total Cost (in percentage) # 1. Senior RAC DBA 6 2. Linux Admin, Senior 6 3. Nginx-Admin 6 4. Application Support L1 14 5. Application Support L2 8 Total Cost * 100% Total Cost (Amount in words)	help desk number of resources are not provided in Appendix F, please do confirm if these are considered as part of any other sub head	This will be part of the overall requirement. Relevant details will be communicated to the selected vendor.

103	21	25		While we are principally fine with the provision, we humbly propose to insert the additional clause 25(xix) given below: 25(xix). Notwithstanding anything to the contrary contained in the RFP, 1. Service Provider will implement the t the IT security and security testing services. It is however recognized by the parties that these security arrangements cannot and do not provide an absolute guarantee against any attack or interruption to the Services or upon the Customer's (includes its end-customers') systems and data, and TechM shall not be liable for any Customer or third-party actions omissions which cause loss or damage to the Customer, notwithstanding TechM's implementation of such agreed IT security arrangements. Without prejudice to the foregoing, TechM shall further not be liable for any loss or damage to the extent caused by: (a) Any failures by the Customer to implement reasonable IT security, data back- up, disaster recovery and/or business continuity arrangements (to the extent not expressly assigned to TechM as a part of the scope of Services); (b) Any inherent weaknesses in the Customer's, its end customers' or Customer's appointed third party's systems or processes; (c) Any failures of systems not designed to have inbuilt redundancies or which of their nature create any points of failure; (d) Any forms of cyber assault or attack which could not have been reasonably foreseen, identified or countered by TechM (including without limitation the impact of previously unknown forms of malware) by using generally accepted industry standard practice .; (e) Defective or corrupted data/ components provided by any party other than TechM (or its subcontractors); (f) Defective or inadequate testing or assurance activities and conducted by any party other than TechM (or its subcontractors). In addition to the above, in case of TechM rendering services in Customer environment, the following clauses shall be additionally applicable (.): (a) Customer shall ensure that it maintains requisite the security processes, security defences and in depth security controls and the same are governed & managed by the Customer as per best industry practises. (b) While TechM may be responsible for the security, IT or process operations, the overall responsibility of governance Addition of new sub clause	No Change in RFP Terms / Clauses
104	3. i of EOIR	23 of EOIR	The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours	While we are principally fine with the provision, we humbly propose to amend the clause. The revised clause is given below: During the term of the Agreement/SLA , the Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.	No Change in RFP Terms / Clauses
105	5 of RFP of	31 (i) and 31 (iii)(c) of EOIR RFP	i. The maximum aggregate liability of Service Provider under the empanelment Agreement, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed Rs. 10,00,000/- (Rupees Ten Lakh only) or equivalent to amount of Performance Security in form of Bank Guarantee [BG] submitted by Service Provider in pursuant to this RFP, whichever is greater. iii(c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,	While we are principally fine with the provision, we humbly propose to amend the clause. The revised clause is given below: i. The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the charges paid in 6 months preceding the date of claim from total Project Cost. iii(c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations except Bank's customer data.	No Change in RFP Terms / Clauses

106	P and SLA C	Appendix K	1.(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/or agents is covered by this agreement and Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.	While we are principally fine with the provision, we humbly propose to amend the clause. The revised clause is given below: "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/or agents is covered by this agreement. and Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit. the agreement	No Change in RFP Terms / Clauses
107	RFP and 69	37 of RFP and clause 9 of Appendix J under the SLA	Maximum cap of Liquidated Damages under the respective Purchase Order will be 10% of Purchase Order value. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	While we are principally fine with the provision, we humbly propose to amend the clause. The revised clause is given below: Maximum cap of Liquidated Damages under the respective Purchase Order will be sum equivalent to 0.5% of delayed Service cost total Project Cost for delay of each week or part thereof and maximum up to 5% of such delayed Service cost in aggregate 10% of Purchase Order value. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	No Change in RFP Terms / Clauses
108	4 of EOIRF	40 of EOIRF	Addition of new sub clause	While we are principally fine with the provision, we humbly propose to insert the additional clause 40(vii) given below: 40(vii)-Without prejudice to any other rights or remedies, Service Provider may terminate this Agreement/SLA with immediate effect by notice in writing to the Bank if the Bank commits material breach or fails to pay any fees payable under this Agreement/SLA, which is not remedied within thirty (30) days of receiving written notice of the material breach.	No Change in RFP Terms / Clauses
109	5 Of EOIRF	43 of EOIRF	i.The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience. ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	While we are principally fine with the provision, we humbly propose to amend the clause. The revised clause is given below: i.Either Party, by written notice of not less than 90 (ninety) days, may terminate the Contract/ SOW/ PO, in whole or in part, for its convenience ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination under the respective SOWand this termination shall be subject to payment of termination fee to Service Provider where the Bank terminates the Agreement for its convenience.	No Change in RFP Terms / Clauses

110	EOI RFP at	40 (ii) and 40 (vi) of EOI RFP and 16.4 of SLA of RFP	for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated. vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank	While we are principally fine with the provision, we humbly propose to amend the clause. The revised clause is given below: ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated. vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider 3 months before end of expiry of current terms. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work until effective date of termination and/or expiry. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider for maximum 3 months from date of expiry beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.	No Change in RFP Terms / Clauses
111	71 OF RFP	SLA Appendix J Clause 16	Agreement, the Bank may cancel the respective Purchase Order/SOW immediately by giving written notice to Service Provider, if Service Provider fails to meet the delivery schedule/timelines as defined in this Agreement and/or respective Purchase Order(s)/SOW. 16.3-The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination 16.4-In the event the Bank terminates the Agreement or respective Purchase Order/SOW in whole or in part for the breaches attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to	We humbly propose the following amendment to the below: 16.2- Notwithstanding anything contrary contained in this Agreement, the Bank may cancel the respective Purchase Order/SOW immediately by giving written notice to Service Provider, if Service Provider fails to meet the delivery schedule/timelines as defined in this Agreement and/or respective Purchase Order(s)/SOW. 16.3-Either party, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, at any time for its convenience, subject to payment of termination fee to Service Provider where the Bank terminates the Agreement for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Service Provider under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination. 16.4-In the event the Bank terminates the Agreement or respective Purchase Order/SOW in whole or in part for the breaches attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement or respective Purchase Order to the extent not terminated. 16.9- Transition Plan: The Bank may, if any future requirement arises, transition the responsibilities from the vendor to in-house resources, subject to mutually agreed charges. . The number of resources	No Change in RFP Terms / Clauses

112	70 of RFP	SLA Appendix J Clause 15	15.1 Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws. 15.2 The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property.	We humbly propose the following amendment to the below: 15.1 Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws. Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Agreement. 15.2 The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank, subject to payment of corresponding fees and the Bank shall have complete and unrestricted rights on such property.	No Change in RFP Terms / Clauses
113	64 of RFP	SLA Appendix J Clause 4.2 (b), (f)	(b) Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis. (f) Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.	We propose the following amendment to the below clause: (b) Subject to Annexure A Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis. (f) Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than twenty four hours (24 hours) of detection.	No Change in RFP Terms / Clauses
114	62 of RFP	SLA Appendix J	3.4.2- The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penalty amount from current invoices.	While we are principally fine with the provision, we humbly propose to amend the clause. The revised clause is given below: ii. Service Provider shall provide and implement patches/ upgrades/ updates for hardware/ software/ operating System / middleware etc as and when released by them/ OEM or as per requirements of the Bank. Service Provider should bring to notice of the Bank all releases/ version changes. Any upgrade is subject to mutually agreed additional cost.	No Change in RFP Terms / Clauses

115	21 of RFP	25 (ii) of RFP	ii. Service Provider shall implement patches/ upgrades/ updates for hardware/ software/ operating System / middleware / database etc. as and when released by OEM or as per requirements of the Bank.	While we are principally fine with the provision, we humbly propose to amend the clause. The revised clause is given below: ii. Service Provider shall provide and implement patches/ upgrades/ updates for hardware/ software/ operating System / middleware etc as and when released by them/ OEM or as per requirements of the Bank. Service Provider should bring to notice of the Bank all releases/ version changes. Any upgrade is subject to mutually agreed additional cost.	No Change in RFP Terms / Clauses
116	126 of RFP	Appendix N of RFP	6.The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded	We humbly propose deletion of the below clause: The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub-systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded	No Change in RFP Terms / Clauses
117	43 of RFP	Appendix E point no 18 of RFP	Transition Plan- The Bank may, if any future requirement arises, transition the responsibilities from the vendor to in-house resources. The number of resources hired from the bidder will be on actual need basis and may vary from time to time depending on the requirements of the Bank. Bank may issue separate PO each time mentioning number, type of resources and period. All the POs will be governed under single SLA.	We humbly propose amendment of the below clause: The Bank may, if any future requirement arises, transition the responsibilities from the vendor to in-house resources, subject to mutually agreed charges . The number of resources hired from the bidder will be on actual need basis and may vary from time to time depending on the requirements of the Bank. Bank may issue separate PO each time mentioning number, type of resources, additional fees and period. All the POs will be governed under single SLA	No Change in RFP Terms / Clauses
118	2 of EOI RF	20 (iii) of EOI RFP	If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in respective Purchase Order Value & SOW, before the finally selected Bidder(s) proceeds with the change.	While we are principally fine with the provision, we humbly propose to amend the clause. The revised clause is given below: iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In case of any disagreement, Service Provider shall have the right to terminate of the Agreement/SLA.	No Change in RFP Terms / Clauses

119	67 of RFP	6 of RFP	Service Provider agrees and hereby keeps the Bank indemnified and hold harmless against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities, declarations or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank. The Service provider shall indemnify and keep fully and effectively indemnified and hold harmless the Bank against any fine or penalty RFP for procurement of Services Page 68 of 131 levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider 6.2- Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.	We humbly propose to amend the clause. The revised clause is given below: Service Provider agrees and hereby keeps the Bank indemnified and hold harmless against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities, declarations or obligations; or (ii) breach of confidentiality obligations (except Bank's customer data) mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives 6.2- Subject to the terms of Annexure A, Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.	No Change in RFP Terms / Clauses
120	46 of RFP	Appendix G : Certificate of Local Content	<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>	Considering that this RFP is for provision of IT-human resources (as defined in Appendix-E, Scope of Work), we request the Bank to kindly allow us/bidder to submit the Self-Certification as confirmation for Local Content. We are requesting self certification in reference to "Public Procurement Order No. P-45021/2/2017-PP (BE-II), Govt. of India and guideline clause 9 C on page 6 it is mentioned that:The Bidder shall give self-certification for local content in the quoted items (goods/works/Services) at the time of tendering. However, at the time of execution of project, for all contract above INR 10 Crore, the contractor/supplier shall be required to give local content certification duly certify by cost/chartered accountant in practice."	No Change in RFP Terms / Clauses
121	25	37. LIQUIDATED DAMAGES	SLA Measure and Liquidated Damages listed in a tabular format	Delivery and WFM team to review and advise	No Change in RFP Terms / Clauses
122	32	Appendix-C Technical & Functional Specifications - Locations	Resources may be hired/relocated at Hyderabad, Bangalore and Chandigarh locations. The list of location is only indicative, we may hire/reallocate the resources as per our requirement at any other location	Please share Role wise resource count required at each location, so it will be easy to source the resource profile and onboard the resources. Also, after onboarding and during execution of project any reallocation of resource shall be done in mutual agreement.	Please refer RFP document
123	41	Appendix-E Scope of Work and Payment Schedule - Point 3	The resources will have to be deployed at Software Factory – Infra & Operations Department, Navi Mumbai. Bank may decide to relocate/hire the resources at Hyderabad, Bangalore and Chandigarh based on requirement. The list of location is only indicative, we may hire/reallocate the resources as per our requirement at any other location.	Please share Role wise resource count required at each location, so it will be easy to source the resource profile and onboard the resources. Also, after onboarding and during execution of project any reallocation of resource shall be done in mutual agreement.	Please refer RFP document
124	50	Appendix-I : Other terms and Penalties	Other terms and Penalties listed in aappendix.	Delivery and WFM team to review and advise	No Change in RFP Terms / Clauses

125	50	Appendix-I : Other terms and Penalties	iv. In case any or all resources are not found suitable by the Bank, then the same shall be communicated to the Service Provider within 2 (two) working days of the interview. The Service Provider shall provide additional CVs within 10 (ten) working days of such communication. The number of additional CVs shall not be less than the number of remaining resources to fulfill the Bank's requirement as per the PO. In case, even the additional resources are not found suitable by the Bank, then the Bank reserves the right to cancel the PO in whole or in part.	Delivery and WFM team to review and advise	No Change in RFP Terms / Clauses
126	50	Appendix-I : Other terms and Penalties	vi. In case the resource is not found satisfactory within 15 (fifteen) days of joining, the Bank may ask for replacement of such resource and no payment shall be made for the period.	Delivery and WFM team to review and advise	No Change in RFP Terms / Clauses
127	85	ANNEXURE-E PENALTY FOR NON PERFORMANC E OF SLA	All penalties	Delivery and WFM team to review and advise	No Change in RFP Terms / Clauses
128				Initially the RFP was open only to Category 1 empanelled vendors. The reason for scrapping was stated as being incorrect documentation submitted by Bidders. However, when the RFP was re-released, we see that it is now open to Category 1 and 2 empanelled vendors. Since it is a reverse auction, it will make competing difficult as there will be a marked difference in the quality and costing of the resources we position. We would request if we could understand why the RFP has been opened to the other category as well and would like to understand if this could be reconsidered.	Query not related to RFP Terms / Clauses.