

**Pre-bid-queries-responses-empanelment-of-vendors-873**

RFP Page #	RFP Clause No.	Existing Clause	Query/Suggestions	Response
43	Appendix -B	The Bidder must have an average annual turnover of minimum INR 2000 Crore during last 03 (three) financial year(s) i.e. FY19-20, FY20-21 and FY21-22	The Bidder must have an average annual turnover of minimum INR 2000 Crore during any of the last 03 (three) financial year(s) i.e. FY19-20, FY20-21 and FY21-22	No change in RFP terms
9	SCOPE OF WORK 4 (iii)	Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.	What are the standards and policy of Bank for device configuration?	Details will be shared, if required on need to know basis to the selected bidder
9	SCOPE OF WORK 4 (iv)	Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.	What is the Banks format for requesting to provide the remote access?	Details will be shared, if required on need to know basis to the selected bidder
9	SCOPE OF WORK 4 (iv)	Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.	Will the bank provide device to the respective resources for the execution of the project?	For onsite work, desktops will be provided to resources. However, resource has to use their own laptop for day to day work through VPN if such situation arises
9	SCOPE OF WORK 4 (iv)	Service Provider shall ensure that services are performed in a physically protected and secure environment.	Please specify what exactly is the requirement of physical space from Deloitte, in case the resources are working on-site?	In Bank's intranet environment (either onsite or via VPN)
14	11. DEADLINE FOR SUBMISSION OF BIDS	The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in SI No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.	Will the original documents to be addressed to "Mr. Raju Chowdhri", in the address given in SI.No.1 in schedule of events?	Documents should be addressed to AGM (E&TA). The documents have to be uploaded on e-procurement portal.
10	CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING: 7 (iv)	The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum.	By which Date and time bidder can modify the RFP?	RFP can be modified, if required, by the Bank only
11	CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING: 7 (iv)	The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids.	How bidder will manage last-minute changes if any change/ changes are/are made a day before the deadline/ at the 11th hour?	Sufficient time would be provided in such cases.
16	16. TECHNICAL EVALUATION:	Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Services is in use.	Can you please specify, what exactly is referred w.r.t. proposed Services, reference calls and site visits, do we need to furnish these details at initial stage?	Self explanatory
20	AWARD CRITERIA AND AWARD OF CONTRACT: 19 (xi)	Any subsequent amendment/ clarifications thereto will be considered for participation in bidding process and deciding the L1 bidder(s)	What are the amendments/ clarifications for deciding L1 bidder?	This RFP is for empanelment only, as such this clause is not applicable for empanelment of Vendors. However, for actual onboarding of resources as per the banks requirements, separate closed RFP will be floated amongst empanelled Vendors which will have its own terms and conditions
33	40 (iii)	If the Contract is terminated service provider will support the orderly transition to another vendor or to the Bank.	What would be the duration of transition to another vendor?	As per the terms of the RFP
25	DELAY IN SERVICE PROVIDER'S PERFORMANCE	Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).	Could you please clarify what all things would be considered under delay and what if there is a dependency from the bank side to get the same delivered? How the penalty would work in that case?	This RFP is for empanelment only. Penalty clauses etc will be part of subsequent closed RFPs to be floated amongst empanelled Vendors in future as per the banks requirements
21	POWERS TO VARY OR OMIT WORK (ii)	The finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.	What will be the additional payments and how it will be paid and tracked?	This RFP is for empanelment only.
30	CODE OF INTEGRITY AND DEBARMENT/BANNING	Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.	How bidders are obliged under the code of integrity to suo moto proactively declaring the conflict of interest?	Self explanatory
55	Under Part- 2 Selection of Bidders	In case, two or more bidders have same marks, following criteria shall be adopted in sequence to select one of the bidder(s), subject to maximum selection of 5 bidders in each Category. If two or more bidders score the same marks then that bidder will be selected who has the highest marks in any the following points in that order until the deadlock of same marks is resolved. 1) Point number 3 of technical evaluation criteria in each category – Category A and Category B. 2) Point number 7 of technical evaluation criteria in each category – Category A and Category B. 3) Point number 5 of technical evaluation criteria in each category – Category A and Category B. 4) Point number 1 of technical evaluation criteria in each category – Category A and Category B.	In case two or more Bidders have same marks, then please specify further specific details of the stated points in order so as to select a bidder basis the highest marks obtained. Also, please confirm whether the stated order of points for selection between two bidders with equal marks is applicable only within a specific category as it seems (Category A & B) ?	Self explanatory
55	Under Part- 2 Selection of Bidders	In case, two or more bidders have same marks, following criteria shall be adopted in sequence to select one of the bidder(s), subject to maximum selection of 5 bidders in each Category. If two or more bidders score the same marks then that bidder will be selected who has the highest marks in any the following points in that order until the deadlock of same marks is resolved. 1) Point number 3 of technical evaluation criteria in each category – Category A and Category B. 2) Point number 7 of technical evaluation criteria in each category – Category A and Category B. 3) Point number 5 of technical evaluation criteria in each category – Category A and Category B. 4) Point number 1 of technical evaluation criteria in each category – Category A and Category B.  During above evaluation, in case two or more bidders have scored same marks even after following the above mentioned evaluation criteria from serial no - 1 to 4 in sequence, and we have not reached selection of 5 bidders in each category, then all such bidders who have scored	How to resolve the deadlock in case 2 Bidders still have the same marks and also in the same stated order of given points? (Will both the vendors remain selected in this case and remain considered for empanelment in the future and would they be further evaluated basis of subsequent RFP(s) to fulfill the requirement of various architect positions?	Self explanatory

57	Appendix - E Scope of Work & Payment Schedule 1. Description of Services	Empanelment of bidders shall be done in two categories i.e. Category A and Category B. 1) Broadly, scope of work for Category A shall be architectural assessment of Crown Jewel applications and systems of the Bank and any critical assignment as decided by the Bank. 2) Broadly, Scope of work for Category B shall be architectural assessment of applications and systems other than Crown Jewels of the Bank and any assignment as decided by the Bank. Bank at its discretion may allocate any assignment as it deems fit to either Category A or Category B empaneled vendors. Separate evaluation criteria has been defined for both the categories. Bidder can apply for only one of the categories - Category A or Category B.	1. Under Scope of Work for Category A, please specify the list/details of Crown Jewel applications/systems along with examples of critical assignments that the bank would decide to be scoped under Category A. 2. Under Scope of work for Category B, please specify the list/details of applications/systems other than Crown Jewels of Bank along with examples of any assignments which would be decided by the bank. 3. What would be the basis for specifying the critical or any other assignments to be categorized under Category A or B, and is there any parameter basis on which this gets decided?	Its Bank's discretion as mentioned in RFP
58	Appendix - E Scope of Work & Payment Schedule 1. Description of Deliverables	Creation of reports on Architectural assessment, Architecture review and architecture consulting assignments, and any other architectural works allotted by the Bank.	Please provide examples of types of Reports on Architectural assessment, Architecture review, architecture consulting assignments, and any other architectural works allotted by the Bank.	As per the terms of the RFP
59	Appendix - E Scope of Work & Payment Schedule 6. Integration / Migration Requirements with existing systems	Integration / Migration Requirements are not applicable as the resources will be on-boarded on a Time and Material basis.	Here, the architectural resources will not participate in any kind of Integration or System Migration related processes? Also, then other than Reports and other scope of work areas, please specify the areas in which they would be required to work and the areas wherein they will not be required to work. (Basis the Job Profile shared for various Architect roles, it appears that the person would be required to work Tech Strategy which would include the Integration/Migration strategy of various systems, architectural modelling, implementation of new systems, delivery of high level architectural solutions etc.)?	As per the terms of the RFP
59	Appendix - E Scope of Work & Payment Schedule 4. Term of the Project – Project Schedule; Milestones and delivery locations	Resources will be on-boarded on Time and Material basis at SBI offices in CBD Belapur, Navi Mumbai.	Please provide more details on the T&M schedule, tenure, process etc. as basis the Job descriptions provided for various roles it appears that the role would require the person to work various critical projects including RFP/RFQs etc.	This RFP is for empanelment only, as such this clause is not applicable for empanelment of Vendors. However, for actual onboarding of resources, separate closed RFP will be floated amongst empanelled Vendors in future as per the banks requirements which will have its own terms and conditions
66-67	2. Application Architect Job Profile	Translating business requirements into specific system, application, or process designs, including working with business personnel and executives to identify functional requirements.	Will the 'Technical Application Architect' handle the business/functional requirements part as well for process design and functional architecture or will there be a specific functional architect/IT business analyst or a Functional Domain Consultant doing the same?	As per the terms of the RFP
68-69	3. Cloud Architect Job Profile	Translating business requirements into specific system, application, or process designs, including working with business personnel and executives to identify functional requirements.	Will the 'Cloud Architect' handle the business/functional requirements part as well for process design and functional architecture or will there be a specific functional architect Functional Domain Consultant doing the same?	As per the terms of the RFP
70	5. Data Architect Job Profile	Translating business requirements into specific system, application, or process designs, including working with business personnel and executives to identify functional requirements.	Will the 'Technical Data Architect' handle the business/functional requirements part as well for process design and functional architecture or will there be a specific functional data architect doing the same?	As per the terms of the RFP
79-80	10. Technology Architect Job Profile	Translating business requirements into specific systems, application process designs, including working with business personnel and executives to identify functional requirements.	Will the 'Technology Architect' handle the business/functional requirements part as well for process design and functional architecture or will there be a specific functional architect/or a Functional Domain Consultant doing the same?	As per the terms of the RFP
79-80	10. Technology Architect Job Profile	1. Set up technical standards and governance structure for the enterprise. 2. To provide technology architecture expertise and guidance across multiple business divisions & technology domains. 3. Assist business strategy and accordingly drive technology strategy from an architecture perspective.	How the role 'Technology Architect' differ from roles like 'Application Architect', 'API Architect', 'Cloud Architect' and other niche Technology specific roles. What additional capabilities would 'Technology Architect' bring which would differ from other specified roles?	As per the terms of the RFP
91	1. Definitions & Interpretation - 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 the technical sense in accordance with industrial practices.	Please give examples of the terms not defined in this agreement and which shall hold the same meaning as the terms given in the RFP basis Industrial practices.	It is self explanatory
93	3. Fees / Compensation - 3.3 Professional Fees	Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.	Please elaborate and explain the same in more detail.	It is self explanatory
95	4. Liabilities/Obligation - 4.2 Service Provider Duties	(j) Service Delivery Responsibilities (a) As an empaneled vendor, it is obligatory on their part to participate in future closed RFP(s) requirements that Bank will float from time to time over the period of the agreement.	Please confirm if the Vendor (Service Provider) will require to work with bank on all the future RFPs/RFQs related work too and if yes, till what level the Service Provider will have the rights to influence the decisions?	It is self explanatory
97	5.2 Additional Representation and Warranties by Service Provider - 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 appropriately advanced technology and safe and effective equipment, machinery, material, and methods.	Please specify the best practices & techniques used in industry to which bank wants the Service Provider to adhere/comply along with professional standards recognized by international professional bodies along with the specific management practices.	It is self explanatory
114	Annexure-A.(iv) - General Terms & Conditions	Requirement of Architectural resources will vary from time to time depending on the requirements of the Bank. Details related to job description, experience, skills for all the Architect categories are mentioned below this table.  The below list of Architectural positions is indicative in nature and not exhaustive. Bank may require architects having expertise in other domains as and when required like AI/ML Architects, Analytics Architects, Blockchain Architects etc. For such additional architectural positions, relevant details like education qualification, additional certifications, experience level, skill set, roles and responsibilities etc. will be provided at the time of actual requirement.	Does the Bank intend to pay additional costs for the resources to be deputed as and when needed? Could you specify the tenure for which the additional resources would be required?	Such required details will be provided in the Subsequent closed RFPs which will be floated as per the Bank's requirements amongst empaneled Vendors
28	37 LIQUIDATED DAMAGES	If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in the respective RFQ, the Bank may, without prejudice to its other remedies under the RFP/Agreement/RFQ and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the respective Purchase Order Value as liquidated damages as defined under the respective RFQ. Once the maximum deduction is reached, the Bank may consider termination of the respective RFQ/Purchase Order/SOW	Please specify the situation in which liquidated damages will apply on the bidder.	It is self explanatory
9	4(vi) Scope of Work	Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.	Can you elaborate on what kind of repercussion expected from Service Provider to meet this condition.	It is self explanatory
73	6. Infrastructure Architecture Job Profile	Develop highly complex solutions that exemplify quality optimization regarding reliability, availability, scalability, manageability, flexibility, usability/ reusability, and high performance.	Please specify what kind of solutions you expect from an infrastructure architecture profile basis the provided job description other than the quality optimization parameters like reliability, scalability, usability, performance, etc.	As per the terms of the RFP

75	7.Integration Architect Specific Skill Required	Hands-on experience with middleware products like IBM IIB, IBM MQ, Kafka etc. including the ability to handle optimal configurations to meet performance requirements.	Please clarify whether Integration Architect has to do work on bank applications/systems to make seamless integration among multiple systems, during system migrations, during system implementations/upgrade, along with being responsible for integration design and integration strategy.	As per the terms of the RFP
98	5 (5.2.8) Representations & Warranties	During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, the 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.	Is the service provider expected to supply any software licenses under this contract, if yes, please specify and explain?	This RFP is for empanelment only.
99	7. Contingency Plan	Service Provider shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank. Service Provider at Banks discretion shall co-operate with the Bank in case on any contingency.	Please indicate who will responsible if any costs incurred when developing a contingency plan.	It is self explanatory
NA	General Query		Will the mentioned manpower be required on-site full-time or on an as-needed basis? Please provide clarity.	On-site full-time. As per the terms of the subsequent closed RFPs
NA	General Query		Does the bank allow deputed manpower to work from home in critical or unavoidable circumstances?	On-site full-time. As per the terms of the subsequent closed RFPs
23	28. RIGHT TO AUDIT	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.	Please suggest, the process duration of the audit along with the parameters on which evaluation will be done basis the audit. Also, specify whether only those locations would be audited where the resources are based or all locations.	These are standard terms and conditions of RFP
24	31. LIMITATION OF LIABILITY	The maximum aggregate liability of Service Provider under the respective closed RFP/RFQ and SOW to be entered in pursuant to such closed RFP/RFQ, subject to below mentioned clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this closed RFP/RFQ/SOW shall not exceed the total Purchase Order Value agreed to be paid under such Purchase Order giving rise to such claims or equivalent to amount of Performance Security in form of Bank Guarantee [BG] submitted by Service Provider in pursuant to respective closed RFP/RFQ, whichever is greater	Please clarify, here we are referring to direct claims, losses, costs or damages arising out?	These are standard terms and conditions of RFP
24	31. LIMITATION OF LIABILITY	iii. The limitations set forth herein shall not apply with respect to: (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider, (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,	"Could you please explain the following claims? (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of the Service Provider, (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations"	These are standard terms and conditions of RFP
26	36. (i) INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP	All data or information supplied by the Bank to Service Provider.....uses of such Third Party Materials under applicable agreements.	This clause does not address Deloitte's pre-existing IPR in the deliverables and we have to inform the client that pre-existing IPR will still be with Deloitte. Considering this we propose below language: "DTTILLP's pre-existing IPR in the deliverables vest with DTTILLP. Notwithstanding the foregoing, DTTILLP retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that DTTILLP may use or develop in connection with this Contract. DTTILLP is not responsible if the client infringes the IPR by modifying the deliverables submitted by DTTILLP. As a mitigation, team to avoid using any Deloitte internal IP (such as methodology etc.) and third party IP.	These are standard terms and conditions of RFP
27	36. (iii) INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP	iii. Subject to clause 36 (iv) and 36 (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands	How to specify if the complete indemnity lies with the service provider and will the service provider get a chance to defend/ prove themselves? Please suggest, we propose to cap these indemnities	These are standard terms and conditions of RFP
28	37. LIQUIDATED DAMAGES:	If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in the respective RFQ, the Bank may, without prejudice to its other remedies under the RFP/Agreement/RFQ and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the respective Purchase Order Value as liquidated damages as defined under the respective RFQ. Once	Please provide LD% Also we propose to add "for the reasons solely attributable to the Service Provider" after Purchase Order Value as liquidated damages statement	These are standard terms and conditions of RFP
33	40. (i) TERMINATION FOR DEFAULT	If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement/SOW, or any extension thereof granted by the Bank	Does this mean that contract can be terminated even if there is a delay in one deliverable? Request to please delete this clause or add more specific details	These are standard terms and conditions of RFP
33	40. (i) TERMINATION FOR DEFAULT	Violations of any terms and conditions stipulated in the RFP/Agreement/SOW;	We suggest to add word "material" in this clause, please guide?	These are standard terms and conditions of RFP
34	40. (ii) TERMINATION FOR DEFAULT	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.	We request to delete/modify this clause, please provide details?	These are standard terms and conditions of RFP
34	40. (iv) TERMINATION FOR DEFAULT	During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.	Request to please provide a time limit to provide support?	These are standard terms and conditions of RFP
34	40. (v) (i) TERMINATION FOR DEFAULT	If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the respective Purchase Order Value on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.	We request to delete/modify this clause, please provide details?	These are standard terms and conditions of RFP
35	43. TERMINATION FOR CONVENIENCE	i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract/ SOW/PO, in whole or in part, for its convenience. ii. In the event of termination of the Agreement/SOW/PO 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 SOW.	There is no suggested termination rights to bidder, request to please provide information on same	These are standard terms and conditions of RFP
42	Appendix A	We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and is eligible to participate in this RFP.	Request to please provide what do we mean by procurement here, as we are providing resources which are part of DTTILLP	These are standard terms and conditions of RFP
66	Appendix E - API Architect - Job Profile and Skill Set	Review ongoing designs of major programs to identify strategic opportunities and resolve design issues during delivery.	How many process & application designs and business requirement translations are we envisaging as part of this project? Any specific details on the major issues faced by the bank that can be shared at this stage?	This RFP is for empanelment only. Required details on requirement basis will be provided in the Subsequent closed RFPs which will be floated as per the Bank's requirements amongst empaneled Vendors in future as per the banks requirements

67	Appendix E - API Architect - Job Profile and Skill Set	Create high level and low-level design documents. Experience in UML design tools. Develop relevant technical SOPs for rollout.	Can you please provide more details on the high-level and low-level design & SOPs/documents that API Architect/we are expected to create for this project?	This RFP is for empanelment only. Required details on requirement basis will be provided in the Subsequent closed RFPs which will be floated as per the Bank's requirements amongst empaneled Vendors in future as per the banks requirements
94	3.4.2 Payments	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.	Just to clarify - "The penalty clauses should trigger only if the [delay]/ [performance issues] is determined to be on account of reasons solely attributable to the bidder", please suggest if otherwise?	These are standard terms and conditions of RFP
98	6. GENERAL INDEMNITY	Complete paragraph	We request to please cap the indemnity so that we should be only liable for indemnities that are judicially determined and solely attributable to Deloitte.	No changes in RFP contents.
101	14. 1 CONFIDENTIALITY	Complete paragraph	We request to add - "Confidential Information disclosed orally, visually or in any intangible form that will be summarized in writing to remain "Confidential" at the time of disclosure or considering it's nature of disclosure which remains confidential".	No changes in RFP contents.
104	14. 12 CONFIDENTIALITY	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.	We request to update: The confidentiality obligations shall survive the termination of this Contract/completion of services for a period of initial one (1) year	No changes in RFP contents.
157	2. Commitments of BIDDERS - 6. Fall Clause	Full Clause	We request to delete the full clause, please suggest?	No changes in RFP contents.
43	Appendix B	Bidder should have experience of minimum 5 years in providing the Services.	Please specify, here we need a certificate of completion of the work along with Copy of the purchase order - for the services provided meaning the architects provided for all the listed 10 streams in past?	Count and the category of architects in each engagement could vary. It is not mandatory that each engagement must have all 10 category of architects.
43	Appendix B	Bidder should have experience of minimum 5 years in providing the Services.	How many purchase orders are required here? Also do we need this experience with external clients or with the SBI?	The focus is on the duration of 5 years and not on number of purchase orders. Any reputed client including SBI
43	Appendix B	Bidder should have experience of minimum 5 years in providing the Services.	Please specify how is this detail different from the data requested in Appendix M (Previous client references). Any specific format in which this detail need to be provided?	Both are separate eligibility criteria conditions.
44	Appendix B	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least 4 client references are required).	Any minimum duration for these executed projects?	As per the terms of the RFP
45	Appendix B	Bidder should explicitly mention in which category they are applying on their letter head signed by the authorized signatory.	Please share if there is any specific format for this?	There is no template.
45	Appendix B	Bidder should be able to provide all the category of architect roles defined in Appendix-E and all these Architects should be on the payroll of the bidder for minimum time period of 1 (one) year	Please confirm at this stage we need to share the 10 categories listed in Appendix E with mapped 10 resource list or complete resource list under these 10 categories? Also, what specific information is required, resource wise, or just a holistic info? Please highlight in case there is any difference in our understanding?	It is self explanatory
48	Appendix C	<b>Document Required</b> - Provide the requested details, listed below Certified by CTO / CIO or equivalent designation of the bidding organization* - 4) Number of Architects available in each category of Architects.	Please specify, do we just need to provide the numbers against each category or any more details?	It is self explanatory
49	Appendix C	<b>Document Required</b> - Relevant contacts of representatives for companies in which TSP has executed similar projects in BFSI domain with each project having at least 5 architects.	Please specify exactly what do we mean by "contact information of representatives" is required from our previous client list? Will PO will not suffice?	Contact information as per format in APPENDIX-M and PO - both are to be submitted.
86	Appendix J	Date of commencement & date of expiry	What will be date of commencement & date of expiry here? Please specify?	Empanelment will be for 5 years. Other details will be provided to selected Bidders
95	4. LIABILITIES/OBLIGATION	As an empaneled vendor, it is obligatory on their part to participate in future closed RFP(s) requirements that Bank will float from time to time over the period of agreement.	Please explain - once our company get selected, there will be future closed RFPs will be floated in next duration of 5 years and we need to participate in all the RFPs, what will be the process to secure the positions/contract in those closed RFPs?	It is self explanatory
13	10. BID PREPARATION AND SUBMISSION	A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.	As Deloitte is a partnership firm, we would be sharing the board resolution certificate. Kindly confirm if POA is mandatory in this case?	POA to be submitted wherever applicable
50	Technical Evaluation Criteria	Write-up not more than 1000 words to be submitted on company letter head signed by authorized signatory of the bidder. Please submit up to 4 certificates from clients for each of the parameters supporting the write-up (write-up endorsed by client).	We cant provide Client's signature or contact details for references for 1000 word write-up or for past ex as per our NDA with our clients - so what is the provision here? Please confirm.	Provide writeup endorsed by Client OR Provide writeup endorsed by your company CTO/CIO/Equivalent
114	Scope of Work	Requirement of Architectural resources will vary from time to time depending on the requirements of the Bank. Details related to job description, experience, skills for all the Architect categories are mentioned	Any specific qualifying criteria for how many architects required under each of 10 categories - as it has not been mentioned. Please provide a tentative number on how many resources per category will be required.	This RFP is for empanelment only. Required details will be provided in the Subsequent closed RFPs which will be floated as per the Bank's requirements amongst empaneled Vendors in future as per the banks requirements
43	Appendix-B	3. The Bidder must have an average turnover of minimum Rs. 2000 crores during last three financial years	For turnover / revenue criteria for both category A and B, can we consider revenue accruing from our group of companies globally to qualify under eligibility criteria?	Group of companies are not considered. No change in RFP terms
45	Appendix-B	12. Empanelment of vendors to be done under two categories - A & B  Category A - Average annual turnover for last 3 years > Rs. 8000 crores  Category B - Average annual turnover for last 3 years > Rs. 2000 crores and <=Rs. 8000 crores	For turnover / revenue criteria for both category A and B, can we consider revenue accruing from our group of companies globally to qualify under eligibility criteria?	Group of companies are not considered. No change in RFP terms
44	Appendix-B	7. Client references and contact details (email/landline/mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least 4 client references are required)	We recommend to reduce the number to atleast 2 client references	Similar projects means providing Architects only and not other category of resources. Provide 4 client references, out of which atleast 2 from India.
47, 51	Appendix -C	1. Average annual turnover during last 03 (three) financial year(s) i.e., FY2019-20, FY2020-21, and FY 2021-22	We request relaxation of turnover number as it will hinder consultancy companies from competing in this bid. Such numbers are possible for technology companies since they sell products as well services at a large scale and use India as a outsourcing hub. So in order for consultancy companies that are focused on India to bid in this important RFP, we recommend to allocate maximum marks (15) for average annual turnover of above Rs. 1500 crores for both Category A and B.	no change in RFP terms
48, 52	Appendix -C	Certification of Architects on payroll of the bidder for at least last 1 year.Certification listed below from recognized institutions:  1) AWS Solutions Architect 2) Azure Solutions Architect 3) CISSP 4) Open Group Certified Architect 5) Professional Cloud Solutions Architect 6) Red Hat Certified Architect 7) Sun certified Enterprise Architect 8) TOGAF	Can one resource be considered for multiple positions of defined Architect roles in the RFP based on their experience from scoring perspective ?	No
48, 52	Appendix -C	4. Contacts of previous companies in which the TSP has completed similar assignments for BFSI clients in India with each assignment having at least 5 architects in last 10 years.	We request to allocate maximum marks (10) for 5 or more relevant clients in India and consider self-declaration on company letter head supported by PO instead of client letter head for project descriptions	No change in RFP terms

49, 53	Appendix -C	5. Number of ongoing similar assignments projects in BFSI domain in India/Globally having at least 5 architects.	Request to include ongoing and completed similar assignments and allocate maximum marks (15) for 8 such ongoing / completed projects	No change in RFP terms
49, 53	Appendix -C	7. Number of full time Architects on payroll of the bidder at least for the last 1 year and working in BFSI domain.	Please clarify if definition of architect is the job profile and skill set defined in tables for various architect categories from Page 65 till 80	It is self explanatory
57	Appendix E Sl.No. 1	Description of Services	It is mentioned that SBI plans to engage the Bidder's Architect consultants to perform Architectural Assessment of Crown Jewel Applications and systems of the bank - is it fair to assume that SBI is looking for the bidder to provide the methodology and plan for the Architecture assessment as part of the response to this RFP ?	This RFP is for empanelment only. Subsequent closed RFPs will be floated as per bank's requirement to provide Architectural resources on T&M basis.
57	Appendix E Sl.No. 1	Description of Services	What is the Portfolio size that needs to be considered as part of the Crown Jewel Applications and systems of the bank (In the context of this initiative, how many major Business processes, applications, software components, vendors, etc. in the IT landscape) ?	This RFP is for empanelment only. Subsequent closed RFPs will be floated as per bank's requirement to provide Architectural resources on T&M basis.
57	Appendix E Sl.No. 1	Description of Services	What is the Technology stack of the Crown Jewel Applications and systems of the bank ?	This RFP is for empanelment only. Subsequent closed RFPs will be floated as per bank's requirement to provide Architectural resources on T&M basis.
58	Appendix E Sl.No. 2	Description of Deliverables	On the description of deliverables, it is mentioned 'Creation of Reports on Architectural assessment, Architecture review and architecture consulting assignments and any other architectural works allotted by the Bank' - is it fair to assume that SBI is looking for the bidder 1. to provide sample indicative deliverables and reports for Architectural assessment ? 2. to provide, for Architecture review, the methodology for EA governance in place for definition, monitoring, Architecture review and evolution of Architectures ? 3. to provide Architecture consulting engagements samples and case studies ?	This RFP is for empanelment only. Subsequent closed RFPs will be floated as per bank's requirement to provide Architectural resources on T&M basis.
116	API and Integration Category	Roles & Responsibilities	Could you please provide details of the current integration landscape in SBI relevant to this RFP?	This RFP is for empanelment only. Subsequent closed RFPs will be floated as per bank's requirement to provide Architectural resources on T&M basis.
116	API and Integration Category	Roles & Responsibilities	Could you please clarify whether the Architect resources are expected to work only from the SBI Global IT Centre, Navi Mumbai Office or can the Architects work remotely from other locations as well?	SBI GITC only.
116	API and Integration Category	Roles & Responsibilities	For the API Architect and Integration Architect, could you please list the "Must have product skills" and "Good to have product skills"?	This RFP is for empanelment only. Subsequent closed RFPs will be floated as per bank's requirement to provide Architectural resources on T&M basis.
48	Technical Evaluation Criteria	Contacts of previous companies in which the TSP has completed similar assignments for BFSI clients in India with each assignment having at least 5 architects in last 10 years	Request consideration for allowing bidder to provide references of global engagements and references of global engagements being delivered out of India?	Reworded as follows - Contacts of previous companies in which the TSP has completed similar assignments for BFSI clients with each assignment having at least 5 architects in last 10 years
43	Bidder's Eligibility Criteria	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least 4 client references are required)	Request consideration for allowing bidder to provide references of global engagements?	Provide 4 client references, out of which atleast 2 from India
8	3(viii) "Deliverables/ Work Product"	viii. "Deliverables/ Work Product" shall mean all work product generated by the service provider solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.	We would like to clarify that we would provide certain services, deliverables or proceeds of the Services that should be identified as deliverables in a Statement of Work	These are standard terms and conditions of RFP
10	7. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:	(7(v)) No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.	Upon notification of being awarded the Services, we are prepared to quickly finalize contract negotiations to enter into a formal and definitive services agreement and one or more project-level documents entered into pursuant to the Agreement, which will include industry standard terms and conditions appropriate for the Services and future services that may be provided by us.	These are standard terms and conditions of RFP
11	8. CONTENTS OF BID DOCUMENT:	(iv) The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.	All confidential or proprietary information contained in our response shall at all times remain the sole and exclusive property of our organization and may be used by State Bank of India solely for purposes of evaluation of our response.	No change in RFP terms
15	14. BID INTEGRITY:	Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.	All confidential or proprietary information contained in our response shall at all times remain the sole and exclusive property of our organization and may be used by Client solely for purposes of evaluation of our response.	No change in RFP terms
23	28. RIGHT TO AUDIT:	i. 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 the Service Provider. The 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. iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).	Any such audit should be conducted upon reasonable prior notice, and must comply with any and all reasonable security and confidentiality guidelines and other policies of our organization. Use of any third party auditor that is a competitor of our organization shall be subject to our prior written approval, such approval not to be unreasonably withheld or delayed.	No change in RFP terms
23	29. SUB-CONTRACTING:	As per scope of this RFP, sub-contracting is not permitted.	Any sub-contracting maybe allowed subject to prior consent of the Client.	No change in RFP terms

24	31. LIMITATION OF LIABILITY:	<p>i. The maximum aggregate liability of Service Provider under the respective closed RFP/RFQ and SOW to be entered in pursuant to such closed RFP/RFQ, subject to below mentioned clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this closed RFP/RFQ/SOW shall not exceed the total Purchase Order Value agreed to be paid under such Purchase Order giving rise to such claims or equivalent to amount of Performance Security in form of Bank Guarantee (BG) submitted by Service Provider in pursuant to respective closed RFP/RFQ, whichever is greater.</p> <p>ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.</p> <p>iii. The limitations set forth herein shall not apply with respect to: (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; (b) damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider, (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider. For the purpose of clause 31(iii)(b) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the</p>	<p>While we are willing to assume responsibility for industry standard risks, we feel that the liability proposed is higher than market standards, and should be limited to fee paid in 12 months preceding the claim.</p> <p>We request the deletion of clause 31(iii)(d) and replace the same with "(d) breach of laws and regulations as they relate to Service Provider's provision of the Services"</p>	No change in RFP terms
		<p>i. All data or information supplied by the Bank to Service Provider and/or its employee, agent or sub-contractor (if allowed) in connection with the provision of Services by Service Provider shall remain the property of the Bank or its licensors. In connection with the provision of Services under the respective Closed RFP/RFQ/SOW, it is not required from Service Provider to license and/or supply third party materials, including any third party software, hardware, tools, content, graphics or other materials (collectively referred as "Third Party Materials") to the Bank. In the event that a portion of the Services requires the use of Third Party Materials, the Bank already has or will license or acquire such Third Party Materials directly from the third party provider, and shall ensure that it has the right to provide Service Provider with access to and/or use of such Third Party Materials in the provision of Services performed by Service Provider. All Third Party Materials are subject to the terms and conditions of the applicable license or other agreement between the Bank and the applicable third party provider and Service Provider, its employee, agent or subcontractor shall comply with the terms and conditions of access and uses of such Third Party Materials under applicable agreements.</p> <p>iii. Subject to clause 36 (iv) and 36 (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the</p>	<p>This section contains very broad indemnification provisions without any limitation on our liability. While we are willing to assume responsibility for industry standard risks, certain of these provisions should be limited and subject to a mutually agreeable cap on liability.</p> <p>We are willing to provide industry standard warranties, indemnification and remedies with respect to intellectual property ownership and infringement. In addition, we would request the inclusion of certain industry standard carve-outs and requirements (i.e., for materials and instructions supplied by Client, failure to use deliverables in accordance with documentation, etc.). We also typically expect our Client's to indemnify us against any claim of infringement of any patent or copyright or misappropriation of any trade secret related to our possession, use or modification of any software, documentation, data or other property provided by our Client.</p> <p>While Client will own all work product specifically created and originated for Client, no ownership of proprietary intellectual property of our organization will be transferred pursuant to the Agreement. Accordingly, such intellectual property should be excluded from the list of intellectual property of which Client may acquire ownership.</p>	No change in RFP terms
28	37. LIQUIDATED DAMAGES:	<p>If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in the respective RFQ, the Bank may, without prejudice to its other remedies under the RFP/Agreement/RFQ and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the respective Purchase Order Value as liquidated damages as defined under the respective RFQ. Once the maximum deduction is reached, the Bank may consider termination of the respective RFQ/Purchase Order/SOW.</p>	<p>We propose that an industry acceptable maximum cap on LDs be agreed upon between the Parties, which would be applicable to the respective RFQ/Purchase Order/SOW.</p>	No change in RFP terms
33	40. TERMINATION FOR DEFAULT:	<p>i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement/ 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 RFP/Agreement/SOW, or any extension thereof granted by the Bank; (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement/SOW; (c) Violations of any terms and conditions stipulated in the RFP/Agreement/SOW; (d) On happening of any termination event mentioned in the RFP/Agreement/SOW. Prior to providing a written notice of termination to Service Provider under clause 40 (i) (a) to 40 (i) (d), 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. ii. In the event the Bank terminates the Contract/ respective Purchase Order/SOW in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.</p>	<p>We request that this clause for termination should be made mutual and both parties should be able, with an appropriate notice period, to terminate for a material breach.</p>	No change in RFP terms
41	APPENDIX-A: BID FORM (TECHNICAL BID)	<p>v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.</p>	<p>Upon notification of being awarded the Services, we are prepared to quickly finalize contract negotiations to enter into a formal and definitive services agreement and one or more project-level documents entered into pursuant to the Agreement, which will include industry standard terms and conditions appropriate for the Services and future services that may be provided by our organization.</p>	No change in RFP terms
91	Appendix J 1.3 Commencement, Term & Change in Terms		<p>We would like to clarify that either party should have the right to propose changes to the scope, nature or time schedule of the services being performed.</p>	No change in RFP terms
97	Appendix J 5.2 REPRESENTATIONS & WARRANTIES	5.2 Additional Representation and Warranties by Service Provider	<p>We propose that service-related warranties under this section shall be made subject to a warranty period, which shall be a period of thirty (30) days following the delivery of a particular deliverable (or the performance of a particular Service), or such other time period agreed upon by the parties in an applicable statement of work.</p>	No change in RFP terms
97	Appendix J 5.2.4 REPRESENTATIONS & WARRANTIES	5.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.	Third Party Items are provided or recommended by our organization AS-IS and without any warranty or indemnity of any kind.	No change in RFP terms
98	Appendix J 6. GENERAL INDEMNITY	<p>6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any wilful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank. 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.</p>	<p>We request for removal of indemnity in Section 6.1(i) as this is very broad indemnification and alternate remedies are available to Bank for breach of Representations and Warranties. Further, the legal expenses recoverable should be limited to 'reasonable expenses.' We would request the inclusion of industry standard indemnification process about notification of claims and our organization is assuming defence of the claim.</p>	No change in RFP terms

99	Appendix J 9. LIQUIDATED DAMAGES	If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in the respective RFQ, the Bank may, without prejudice to its other remedies under the RFP/Agreement/RFQ and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the respective Purchase Order Value as liquidated damages as defined under the respective RFQ. Once the maximum deduction is reached, the Bank may consider termination of the respective RFQ/Purchase Order/SOW.	We propose that an industry acceptable maximum cap on LDs be agreed upon between the Parties, which would be applicable to the respective RFQ/Purchase Order/SOW.	No change in RFP terms
99	Appendix J 10. RELATIONSHIP BETWEEN THE PARTIES	10.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.	Upon notification of any sexual harassment complaint, we would conduct disciplinary proceedings against the delinquent employee as per the internal processes.	No change in RFP terms
100	Appendix J 11. SUB-CONTRACTING:	As per scope of this RFP, sub-contracting is not permitted.	Any sub-contracting maybe allowed subject to prior consent of the Client.	No change in RFP terms
100	Appendix J 13. INSPECTION AND AUDIT	13.1 It is agreed by and between the parties that 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 shall 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 such 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. 13.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against	Any such audit should be conducted upon reasonable prior notice, and must comply with any and all reasonable security and confidentiality guidelines and other policies of our organization. Use of any third party auditor that is our competitor shall be subject to our prior written approval, such approval not to be unreasonably withheld or delayed.	No change in RFP terms
101	Appendix J 14. CONFIDENTIALITY	14.1 "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.	Any information that should reasonably be understood as being confidential in the context of its disclosure should be treated as Confidential Information, without the requirement of being marked as such.	No change in RFP terms
104	Appendix J 15. OWNERSHIP	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	While Client will own all work product specifically created and originated for Client, no ownership of proprietary intellectual property of our organization or third party software will be transferred pursuant to the Agreement. Accordingly, such intellectual property should be excluded from the list of intellectual property of which Client may acquire ownership.	No change in RFP terms
104	Appendix J 16. TERMINATION	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 in whole or in part: (e) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank; (f) If Service Provider fails to perform any other obligation(s) under the Agreement; (g) Violations of any terms and conditions stipulated in the RFP; (h) On happening of any termination event mentioned herein above in this Agreement.	We request that this clause for termination should be made mutual and both parties should be able, with an appropriate notice period, to terminate for a material breach.	No change in RFP terms
109	Appendix J 20. LIMITATION OF LIABILITY	20.1 The maximum aggregate liability of Service Provider, subject to clause 20.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost. 20.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue. 20.3 The limitations set forth in Clause 20.1 shall not apply with respect to: (i) claims that are the subject of indemnification pursuant to Clause 129 (infringement of third party Intellectual Property Right); (ii) damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider; (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations; (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider. For the purpose of clause 20.3(ii) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith. "Wilful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in	While we are willing to assume responsibility for industry standard risks, we believe that the liability as proposed is higher than market standards, and should be limited to fee paid in 12 months preceding the claim. We request the deletion of clause 20.3(iv) and replace the same with "(iv) breach of laws and regulations as they relate to Service Provider's provision of the Services"	No change in RFP terms
142	Appendix J Annexure F: TRANSITION & KNOWLEDGE TRANSFER PLAN		We would like to clarify that any such transition assistance shall be provided by us for a period limited to six (6) months at Client's cost. Also, we would like to clarify that in the event of a termination by our organization for the client's non-payment, our obligation to provide termination assistance services should be conditioned upon the Client paying us for such services in advance. Also, we shall have no obligation to share our confidential information with any third party, including any third party to whom the services may be transitioned.	No change in RFP terms
6	Invitation to Bid	v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this RFP.	We assume that this RFP is purely for purpose of empanelment and there is commercial proposal to be shared. Kindly confirm.	This RFP is for empanelment only. No commercial proposal needs to be shared.

43	Appendix B - Bidders Eligibility Criteria	5. Bidder should have experience of minimum 5 years in providing the Services. Certificate of completion of the work along with Copy of the purchase order.	Due to our confidentiality obligations with our end clients we would not be able to share copies of Purchase Orders. Request your consideration for accepting masked case studies / references.	Certificate of completion of the work from client OR Certificate of completion of the work endorsed by your company CTO/CIO/Equivalent OR Copy of the purchase order.
43	Appendix-B Point-5	Eligibility Criteria Bidder should have experience of minimum 5 years in providing the Services. Documents to be submitted Certificate of completion of the work along with Copy of the purchase order.	Please accept client letter. "Certificate of completion of the work along with Copy of the client letter."	Certificate of completion of the work from client OR Certificate of completion of the work endorsed by your company CTO/CIO/Equivalent OR Copy of the purchase order.
49	Appendix-C Point-6	Attach a document with all major locations the bidder has operational presence in. Support each claim made with relevant proof (like rental agreement/ land ownership). Multiple Offices in one City would be considered as one.	Attach a document with all major locations the bidder has operational presence in. Support each claim made with relevant proof (like self certificate). Multiple Offices in one City would be considered as one.	Attach a document with all major locations the bidder has operational presence in. Support each claim made with relevant proof ((like rental agreement/ land ownership / letter signed by company auditor stating the cities and address of the company in each city). Multiple Offices in one City would be considered as one.
50	Appendix-C Point-8	Write-up not more than 1000 words to be submitted on company letter head signed by authorized signatory of the bidder. 1) Please submit up to 4 certificates from clients for each of the parameters supporting the write-up (write-up endorsed by client). 2) There could be one certificate covering multiple parameters or separate certificate for each parameter. 3) Parameters are listed below: 1. Scalability of Application 2. Migration to Cloud (Private/Public/Hybrid) 3. Infrastructure modernization 4. Improved security in application or infrastructure 5. Improved value to organization / business.	We request you to clarify on the below query. TSP should share 1,000 word write up for each category i.e. total write up of 10,000 words or a consolidated 1000 word write up combined for all 10 categories?	Already mentioned in RFP
48	Appendix-C Point-4	10 relevant contacts from past distinct clients has been provided.	EA work is a niche work and gathering 10 references will take significant amount of time. We request the Bank to reduce the number of relevant contacts from 10 to 3.	No change in RFP terms.
49	Appendix-C Point-5	Ongoing projects – Above 10	EA work is a niche work and gathering 10 references will take significant amount of time. We request the Bank to reduce the number of relevant contacts from 10 to 3.	No change in RFP terms
48, 49	Appendix-C Point-4	1. Relevant contacts of representatives for companies in which TSP has executed similar projects in BFSI domain with each project having at least 5 architects. 2. To be given by the client companies on their letter head or copy of PO 3. The engagements should not be more than 10 years old	We request Bank to accept self certification or email confirmation from client as proof of engagement.	1. Relevant contacts of representatives for companies in which TSP has executed similar projects in BFSI domain with each project having at least 5 architects. 2. The engagements should not be more than 10 years old To be given by the client companies on their letter head or email confirmation from client (CTO/CIO/Equivalent)
44	Appendix-B Point-7	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India (Start and End Date of the Project to be mentioned) in the past (At least 4 client references are required)	As a part of eligibility criteria we request the Bank to reduce this to 1 client reference.	Provide 4 client references, out of which atleast 2 from India
43	Appendix B, Sr. No. 1	Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.	We would like to highlight that the Partnership Deed is an extremely confidential document and we will not be in a position to share the same. We request the Bank to kindly accept the Certificate of Incorporation, together with the proof of Registered Address, extract from the MCA Portal, PAN copy and GST Registration Certificate to ascertain that the Bidder is an Indian Company/ LLP /Partnership firm	No change in RFP terms
43	Appendix -B, Sr. No. 5	Bidder should have experience of minimum 5 years in providing the Services. Certificate of completion of the work along with Copy of the purchase order.	We request the Bank to please accept email confirmations from our clients as proof of work as we will not be able to share Purchase Orders / Engagement Letters / Contracts for a few clients due to confidentiality clauses. Also, not all of our clients provide completion certificates and we have sign-off emails/ emails confirming work done from our clients. We request the Bank to accept these as proof of fulfilling the criteria.	Certificate of completion of the work from client OR Certificate of completion of the work endorsed by your company CTO/CIO/Equivalent OR Copy of the purchase order.
47	Appendix-C, Category B, Sr. No. 1	Above Rs. 6,000 crores and <= Rs. 8,000 crores - 15 Marks Above Rs 4,000 crores and <= Rs. 6,000 crores - 10 Marks Above Rs 2,000 crores and <= Rs. 4,000 crores - 5 Marks	We request SBI to kindly amend the clause for scoring as below: Above Rs. 5,000 crores and <= Rs. 7,000 crores - 15 Marks Above Rs 3,000 crores and <= Rs. 5,000 crores - 10 Marks Above Rs 2,000 crores and <= Rs. 3,000 crores - 5 Marks	No change in RFP terms
46	Appendix-C, Category B, Sr. No. 4	8 relevant contacts from past distinct clients has been provided. - 10 Marks 6 relevant contacts from past distinct clients have been provided. - 5 Marks 4 relevant contacts from past distinct clients has been provided. - 3 Marks	We request the Bank to kindly amend the clause to distinct projects instead of distinct clients as we may have multiple architecture projects for different kinds of architecture services with the same client. We request the Bank to please consider amending the clause as below: 8 relevant contacts from past distinct projects has been provided. - 10 Marks 6 relevant contacts from past distinct projects have been provided. - 5 Marks 4 relevant contacts from past distinct projects has been provided. - 3 Marks	No change in RFP terms
46	Appendix-C, Category B, Sr. No. 4	2. To be given by the client companies on their letter head or copy of PO	We request the Bank to please accept an undertaking as per Appendix M where we can provide the contact details as we will not be able to provide the contact details on client company letter head or PO.	Contact details of clients need to be provided as per Appendix M format. Please note there are 3 separate points for which documents need to be submitted
49	Appendix-C, Category B, Sr. No. 5	Number of ongoing similar assignments in BFSI domain in India / Globally having at least 5 architects. Attach POs/ invoices / client letters (emails or signed letters) stating proof of engagement for open projects. It should contain project name, project description, duration, client name	We request the Bank to please accept Auditor's certificate as our large clients are natural competitors of the Bank and they will not agree for sharing of contractual documents for the same reason as well as due to confidentiality reasons. We request the Bank to please accept Auditor's certificate stating compliance to this criteria.	Number of ongoing similar assignments in BFSI domain in India / Globally having at least 5 architects. Attach POs/ invoices / client letters (emails or signed letters) / Certificate signed by company auditor - stating proof of engagement for open projects. It should contain project name, project description, duration, client name
44	Eligibility Criteria Sr. No. 6	The bidder should have minimum 4,000 permanent employees working on its payroll in India at the time of submission of Bid excluding those who are working in BPOs.	As per Govt. of India guidelines for promoting MSE & Start up Organization, we request you to amend the clause to 1000 or less permanent employees working on its payroll for Startups/MSE.	No change in RFP terms
44	Eligibility Criteria Sr. No. 7	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least 4 client references are required)	Considering present market situation, there would be challenge to showcase multiple client experience. We request you to amend this clause to 2 relevant contacts from past distinct clients.	Provide 4 client references, out of which atleast 2 from India



45	Eligibility Criteria Sr. No. 12	Empanelment of Vendors to be done under two categories - A & B. <b>Category A</b> Average Annual Turnover for last 3 years > Rs. 8000 crores <b>Category B</b> Average Annual turnover for last 3 years > Rs. 2000 and <= Rs. 8000	As per Govt. of India guidelines for promoting MSE & Start up Organization, we request you to amend the clause for Turnover of Category B vendors. Also, RFP states that, there is exemption Sr. 3 to 5 of Eligibility Criteria (in Turnover & Experience), the statement mentioned in the existing clause of Eligibility Criteria is contradictory in nature.	Only Startup company is exempted from the requirement of turnover.
45	Eligibility Criteria Sr. No. 12	Empanelment of Vendors to be done under two categories - A & B.	We hereby request you to kindly provide the distribution of Scope of work for Category A & Category B. There is no clarity given in the empanelment of RFP undergoing scope of work	No change in RFP terms
51	Technical Evaluation Criteria Sr. No. 1	Average annual turnover during last 03 (three) financial year(s) i.e., FY2019-20, FY2020-21, and FY 2021-22 - <b>Above Rs 2,000 crores and &lt;= Rs. 4000 crores</b>	As per Govt. of India guidelines for promoting MSE & Start up Organization, we hereby request you to amend this clause as Exempted for startups/MSE for Turnover (Eligibility Criteria - Sr. No. 3 to 5)	Only Startup company is exempted from the requirement of turnover. During evaluation, marks will be normalized accordingly.
52	Technical Evaluation Criteria Sr. No. 4	Contacts of previous companies in which the TSP has completed similar assignments for BFSI clients in India with each assignment having at least 5 architects in last 10 years. - <b>4 relevant contacts</b> from past distinct clients has been provided.	Considering present market situation , there would be challenge to showcase multiple client experience. We request you to amend this clause to 2 relevant contacts from past distinct clients.	No change in RFP terms
53	Technical Evaluation Criteria Sr. No. 8	Submit Write-up: 1) Please submit up to 4 certificates from clients for each of the parameters supporting the write-up (write-up endorsed by client).	Request to omit this clause since BFSI Sector clients would not share any write up due to their Non Disclosure Agreement for providing services rendered by vendors. Even SBI, being large scale Banks, are not sharing their inputs due to their confidentiality services.	No change in RFP terms. Provide writeup endorsed by Client OR Provide writeup endorsed by your company CTO/CIO/Equivalent.
48	Part I(5)	All 10 category of Architects defined in Appendix-E have at least one of the listed certifications.	Is there any minimum number of architects in each category for the listed certification	It is self explanatory
48	Part I(5)	Provide the requested details, listed below Certified by CTO / CIO or equivalent designation of the bidding organization.	Is there any format/template that needs to be submitted(lettehead)?	There is no template.
48	Part I(5)	Name of certifications for each category of Architects along with Name of Certificate Issuing Institution for each certification mentioned.	Does this contain the number of resources in each category with their certifications or the detail has to be mentioned resource wise?	It is self explanatory