

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestion	Bank Response
1	3	13	i) Clarity on Design ii) Bank Guarantee: 5% of the Total Value of the Contract (₹40.00 Crores)	1) Bidder requests clarity whether Link will be terminated on SBI Provider router/Gateway or Service provider needs to provide router to terminate last mile link and then to SBI SIP Gateway 2) Request to consider 3% of the total value of contract instead of 5%.	1) TSP shall provide all EPE equipment like, MUX, SIP routers and any other relevant equipment to connect with the banks telephony systems at each location. To connect SIP routers to bank's switches, TSP will facilitate RJ45 drop off.F86 2) No change, as Per RFP
2	33	2	Reverse Auction : On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	Please share HLD for SIP deploying Promotional and Transactional calling Kindly remove the reverse auction. LI Bidder may be avoided purchase order.	High level design will share with successful Bidders only No change, as Per RFP
3	3	10	Tender Fees: Rs.20,000 (Rupees Twenty thousand only) Amount should be deposited in A/c No: 10768099503 PSC: SBIND008586 Account Name: SBI Central Office OMD A/c Tender fee will be non-refundable	Can Tender fees be waived off or reduced to a respectable level, (since this is one time non refundable payment)	No change, as Per RFP
		12	Earnest Money Deposit: Rs 65,00,000.00 (Rupees Sixty-Five Lakh only) EMD should be in the form of a bank guarantee. EMD shall be valid up to 180 days from bid opening date Bidder should deposit EMD and Tender Fee separately.	EMD is too high. Can the value be reduced	No change, as Per RFP Post Agreement EMD amount will be released to Successful bidder.
		13	Bank Guarantee i) 5% of the Total Value of the Contract (₹40.00 Crores) ii) Performance Security in form of BG should be valid for 5 years and three months from the effective date of the Contract	BPG is too high. Request SBI to reduce the value to 1% of contract value	No change, as Per RFP
4	117	9	Transfer of Software	SP will provide online portal for monitoring link and it cannot be considered under Software license	Whatever applicable under delivery scope
5	15	8	The EMD may be forfeited: viii. The EMD may be forfeited (b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or	This clause is too harsh. Looking at the high value of EMD being forfeited because of this reason, request removal of this clause	No change, as Per RFP Please refer the updated corrigendum for Plan/attending the Technical Bid
		10	BID PREPARATION AND SUBMISSION: (g) 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.	POA copy can be provided. Board Resolution being an internal document of the organisation, cannot be provided	No change, as Per RFP
6	16	10	BID PREPARATION AND SUBMISSION: iii. Bidders may please note: (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to supply.	Request SBI to allow Consortium or subcontracting in case required	No change, as Per RFP
7	20	19	AWARD CRITERIA AND AWARD OF CONTRACT: The Bank will require two types of lines- promotional and transactional	Please share number if SIP session required for Promotional and Transactional calling	AS per RFP, We required 5100 lines for OUTBOUND Calling
8	24	20	POWERS TO VARY OR OMIT WORK: i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.	Second sentence of this provision - Any modifications / edits / changes in the contract shall be done in writing by mutual consensus of both the Parties	Whatever applicable under delivery scope
9	25	25	SERVICES: i) Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor. 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.	i) The scope of services only include provision of SIP trunk services and hence all other clauses related to hardware / software may not be applicable. Request to issue a clarification accordingly.	Whatever applicable under delivery scope
10	26	25	SERVICES: x. In the event of product or specified hardware/ software break down or failures at any stage, protection available, which would include the following, shall be specified. (a) Diagnostics for identification of product or specified hardware/software failures. (b) Protection of data/ configuration (c) Recovery/ restart facility (d) Backup of product or specified hardware/ software / configuration.	1) Request Bank to provide more clarity on this clause.	Whatever applicable under delivery scope

11	27	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.	1) Request Bank to provide relaxation with - Bidder can provide Audit report conducted by Bidder auditors. 2) TSP is a part of Telecommunications industry which is a regulated industry. We can only allow authorised Government representatives duly authorised by DOT to conduct such audits. Private/ 3rd Party audits will not be allowed.	No change, as Per RFP We are not going to audit entire organization. SBI Internal Audit/Authorized team will review the SIP services & other components provided by TSP in the sites Whatever applicable under delivery scope
12	28	31 - Limitation of Liability i. The maximum aggregate liability of Service Provider, 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 the total Project Cost. 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. iii. The limitations set forth herein shall not apply with respect to: a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider, c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.	1) Does the carve out from limitations in 31 (iii) apply only to the aggregate liability specified in 31(i) or also to the waiver of indirect damages in 31(ii)? 2) It is suggested to have the maximum Limit of Liability of the Service Provider limited to a sum equal to 100% of the aggregate value of all charges payable under the Contract during a period of preceding 12 months of the Contract. 3) Can we consider capping the liability for IP infringement and confidentiality obligations as well? 4) The sub clauses (b) & (c) should be bilateral 5) The unlimited liability as mentioned in this provision on Bidder in case losses are caused to the Client by Bidder's acts under the 4 instances mentioned herein is not agreeable. Request SBI to revisit this clause 6) With regard to the exclusion to the limitation of liability we request to 6.1) incorporate a knowledge qualifier on indemnification pursuant to third party IPR infringement (ii) the applicability of any liability related to damages while at Bank's Premised and (iii) liability towards the breach of confidentiality to be restricted to court awarded damages. We also request the clause related to statutory fines imposed by Govt / regulatory authority as it is within the control of the Bank. Request you to kindly revise the clause as proposed below: 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 knowingly done by the Service Provider; (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider while at the Bank's Premises, (c) to the extent of court awarded 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. (To be deleted since compliance is within the control of the bank)	No change, as Per RFP	
13	32	INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP: Service Provider shall grant the Bank a fully perpetual license throughout the territory of India or abroad to access, replicate and use software provided by Service Provider, including all inventions, designs and marks embodied therein perpetually. ii) 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 technology / software / products or any part thereof in India or abroad.	1) We will only be able to provide the licenses available from the OEM. Requesting suitable modifications. 2) Considering the scope of services which are being procured under the RFP, we understand that there are no licensing / transfer of intellectual property rights involved. Hence, we propose the following to be incorporated as part of RFP / Contract. Each party owns and shall continue to own their intellectual property (IP) and agree that nothing in this RFP shall confer or be deemed to confer on either Party, any right, title or interest in the other Party's IP and or each Party hereby acknowledges that it shall not acquire any right, title or interest, in respect thereof. 3) This clause should be modified to cover all third party claims of infringement of Intellectual Property Rights, since claims between Parties would be covered under breach of Agreement and so would be entitled for direct claims.	Whatever applicable under delivery scope	
14	35	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 Project Cost, as liquidated damages a sum equivalent to 0.025% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	1) Request deletion. 2) Service provider shall not be responsible for the delays NOT attributable to service provider. Any delay due to reasons not in control of service provider should not be considered as delay and no penalty shall be applicable for the same. Request SBI to consider the same. 3) Kindly advise if the total contract value will be as per the discovered rate through reverse auction or the estimate amount mentioned in the RFP document. 4) Requesting the same to be changed to 0.025% of the Annual Contract value.	No change, as Per RFP Contract value will be discovered by the component provided by TSP, Refer illustration page 67	
15	34	39. CODE OF INTEGRITY AND DEBARMENT/BANNING: i) The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.	Rejection of bid must happen only after bidder has been given reasonable notice and an opportunity of being heard, after permitting the other party to put forth their justification or clarification.	No change, as Per RFP	
16	35	39. CODE OF INTEGRITY AND DEBARMENT/BANNING: i) 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. ii) Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity. v) Debarment/Banning, Empanelment/participation of Bidders and their eligibility to participate in the Bank's procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment / participation in the Bank's procurement process shall be considered against delinquent Vendors/Bidders	Request SBI to share Code of integrity ii) Word 'failure' should be replaced by 'wilful omission' iii) The highlighted word 'failure' should be replaced by 'wilful omission' v) Debarment/Banning must happen only after TSP has been given reasonable notice and an opportunity of being heard.	No change, as Per RFP Refer clause 39 on page 34 & 35.	

17	37	40. TERMINATION FOR DEFAULT:	<p>40. TERMINATION FOR DEFAULT:</p> <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 in whole or in part:</p> <p>(a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank.</p> <p>(b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement.</p> <p>(c) Violations of any terms and conditions stipulated in the RFP.</p> <p>(d) On happening of any termination event mentioned in the RFP/Agreement.</p> <p>Prior to providing a written notice of termination to the Service Provider under clause 40 (i) (a) to 40 (i) (c), 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 the right to initiate action in accordance with above clause.</p> <p>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.</p>	<p>1) Both Parties shall have the right to terminate by giving 30 days notice to the other</p> <p>2) Considering the large scope of services involved, we request to limit the right to terminate the agreement only in the event of (i) service provider's failure to maintain minimum threshold service levels agreed for a three consecutive SLA measurement periods, due to reasons solely attributable to Service Provider. (ii) any substantial breach of the RFP terms and conditions. A mere breach should not attract the provisions related to terminations. Request to modify the clause and issue a clarification. May kindly consider the below modifications:</p> <p>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 in whole or in part:</p> <p>(a) If Service Provider fails to deliver perform any or all the obligations within the 3 consecutive Service Level measurement period time period specified in the RFP/Agreement, or any extension thereof granted by if any agreed with the Bank.</p> <p>(b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement.</p> <p>(c) Violations of any terms and conditions stipulated in the RFP.</p> <p>(d) On happening of any termination event mentioned in the RFP/Agreement.</p> <p>Prior to providing a written notice of termination to Service Provider under clause 40 (i) (a) to 40 (i) (c), 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.</p> <p>The Service Provider may terminate/suspend the contract on the happening of the following events:</p> <ol style="list-style-type: none"> 1. Failure on the part of the parties to pay as per the payment terms 2. Breach of the regulatory condition or the ECAF by the Bank 3. As per the directions of the regulatory authorities of the Bidder. <p>3) Request you to consider the below modifications considering the risk and cost under this agreement</p> <p>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.</p> <ol style="list-style-type: none"> 4) Need to delete the clause 40(i) 	No change, as Per RFP
18	39	43. TERMINATION FOR CONVENIENCE:	<p>43. TERMINATION FOR CONVENIENCE:</p> <p>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, provided same shall not be invoked by the Bank before completion of one year of the total Contract period (including the notice period).</p> <p>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.</p>	<p>1) In case the Client decides to terminate for convenience and / or without any cause during the Lock-in-Period, it shall be subject to Exit Charges.</p> <ol style="list-style-type: none"> 1.1) Bidder requests to Bank to adhere to the contract term of 3 years. <p>2) Requesting customer to not terminate the agreement for convenience as bidder would making huge capex investment for providing services. In such termination for convenience, applicable exit charges may be applicable if agreed between the parties.</p> <p>3) Requesting customer to not terminate the agreement for convenience as bidder would making huge capex investment for providing services. In such termination for convenience, applicable exit charges may be applicable if agreed between the parties.</p> <p>4) It is suggested that the provision of termination for convenience be allowed only with a provision of a lock-in period and exit charges. Termination for convenience within the lock-in period shall levy exit charges payable by the Bank to Service Provider in order to compensate for the loss made by the Service Provider on account of investment under the Contract.</p> <p>5) Bidder requests to Bank to adhere to the contract term of 3 years.</p>	No change, as Per RFP
19	39	42. TERMINATION FOR INSOLVENCY:	<p>42. TERMINATION FOR INSOLVENCY:</p> <p>Requesting customer to not terminate the agreement for convenience as bidder would making huge capex investment for providing services. In such termination for convenience, applicable exit charges may be applicable if agreed between the parties.</p>	<p>1) Both Parties shall have the right to terminate on the grounds of insolvency of the other Party by giving 30 days notice</p> <p>2) Requesting customer to not terminate the agreement for convenience as bidder would making huge capex investment for providing services. In such termination for convenience, applicable exit charges may be applicable if agreed between the parties.</p> <p>3) In this event, termination will be with compensation to Service Provider.</p>	No change, as Per RFP
20	39	44. DISPUTES RESOLUTION :	<p>44. DISPUTES RESOLUTION :</p> <p>i) Service Providers shall continue work under the Contract during the dispute resolution unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.</p>	<p>This clause should also have the following line - The Bank shall clear all outstanding undisputed dues of the Service Provider during the pendency of arbitration</p>	No change, as Per RFP
21	40	47. TAXES AND DUTIES:	<p>47. TAXES AND DUTIES:</p>	<p>Any upward changes in the price due to change in the taxes and levies should be considered by the Bank</p>	No change, as Per RFP
22	46	Appendix-B (2)	<p>The Bidder (including its OEM, if any) must comply with the requirements 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</p>	<p>Request SBI to share a copy of 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</p> <p>This will help understand the clause</p>	No change, as Per RFP Public notice Details will be shared with successful Bidders
23	47	Appendix-B (9)	<p>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 3 client references are required)</p>	<p>Request to change this clause to only the list of clients. This is mainly since the telecom companies have Non Disclosure Agreements with their customers</p>	Whatever applicable under delivery scope
24	48	Appendix-B (17)	<p>The Bidder should agree to the terms and conditions of the RFP, its scope, corrigenda, clarifications and Service Level Agreement as per Appendix-i</p>	<p>There is no Appendix-i available in RFP. Request SBI to share the Appendix-i</p>	Please refer page no.76 of RFP for Appendix-i
25	51	Appendix-C Technical & Functional Specifications	<p>1.3 Last mile media shall be wired/optical fibre link.</p>	<p>Request Bank to provide SM/MM & other optic details.</p>	Optical Details will be in accordance with CPE provided by successful Bidder
		Appendix-C Technical & Functional Specifications	<p>1.6 The Bidder shall provide Dual last mile SIP trunk and secondary hand-off should be provided through an offnet partner.</p>	<p>1) Request Bank to provide relaxation with Bidder can provide Dual last mile on own Fiber.</p> <p>2) Kindly advise if link should work in Active-Passive mode or Active-Active</p>	1) Whatever applicable under delivery scope 2) Link should work in Active-Passive
		Appendix-C Technical & Functional Specifications	<p>2.2 SIP Channels may be increased at each location to manage the call volume by increasing/decreasing SIP Channels/trunk as per the future requirements of Bank.</p>	<p>Please share near future SIP Session requirement. Based on it SP is required to raise feasibility for Onnet & Offnet last mile. Please share site split for promotional and transactional</p>	Refer Page 57 for Year wise SIP requirement. As per Business requirement, Year wise SIP Lines requirement will be divided into equal proportion of Transactional & Promotional Lines in each site among selected bidders
		Appendix-C Technical & Functional Specifications	<p>2.3 SIP gateway to be provided by the bidders and it should support G.711, G.711.1, G.729.1 and latest telecom standard codecs(s).</p>	<p>1) Please confirm if SIP gateway is required to be provided in HA mode or redundancy to compliment the dual LM requirement.</p> <p>1.1) Please elaborate on SIP Gateway requirement</p> <p>2) A standard SIP Service delivered by Service Provider is over the plain Ethernet interface without any SIP Gateway/SBC's. Is this clause says that the SBC's which will be installed at SBI Premises are also to be provided by Telecom Service Provider? If yes, then it has to be in HA or single? If No, then what is the SIP Gateway/SBC Infra at SBI premises on which TSP provided Ethernet interface for SIP Trunk gets terminated?</p>	1) TSP shall provide all EPE equipment like, MUX, SIP routers and any other relevant equipment to connect with the banks telephony systems at each location. To connect SIP routers to bank's switches, TSP will facilitate RJ45 drop off. 2) SBC will be provided by Bank/Tech vendor(Dialler) and Infra details will share with Successful Bidders
		Appendix-C Technical & Functional Specifications	<p>2.4 TSP shall set up additional SIP trunks for any existing/new projects of the Bank.</p>	<p>Request Bank to provide more clarity on this clause.</p>	Requirement Timelines are below: 1) Fresh- 8 Weeks 2) Addition- 4 weeks

Appendix-C Technical & Functional Specifications	2.6 Features of Uniform CLI (Caller Line Identification) number	The respective SDCA location Pilot Number & valid DID under that pilot number will go as CLI to called party. Request SBI to Consider & comment. Please elaborate the use case. Request Bank to provide more clarity on this clause.	Case Summary: Uniform CLI means dialing number based on the allocated DID series on a particular Pilot number. While dialing number it will pick one number from the series and dial. Every time it will dial the different number from series automatically.
Appendix-C Technical & Functional Specifications	2.7 Configuration SIP trunking in incoming only or outgoing only or in bi-directional mode.	Compliant	No change, as Per RFP
Appendix-C Technical & Functional Specifications	2.8 Feature to enable single pilot number for multiple SIP trunks giving redundancy and failover options.	1) Request Bank to provide more clarity on this clause. Since Single Pilot no. on Active - Passive link can be provide. 2) BCP can be provided as primary / secondary scenario on the single link. Single pilot number on multiple links is not possible.	1) Bank is looking for Bundling of Multiple SIP and calling from single pilot number. 1.1) Active-Passive Link 2) whatever applicable as per the scope
Appendix-C Technical & Functional Specifications	2.9 Feature in self-care portal to request for upgrade the channels, raise/track service requests, View and pay bills online and view uptime reports	pay bills online - SBI can pay bills using NEFT . SBI to confirm if this is okay Upgrade of Channels will be done by placing an order with TSP	SBI will pay their Bills via NEFT/RTGS mode of payment SBI will place any additional order via email to the respective assigned spoc of Selected bidders

26	52	Appendix-C Technical & Functional Specifications 3	<p>3.1 Report must be as per industry standard read-only formats, exportable in word processing, spreadsheet etc.</p> <p>3.2 TSP should adhere DND Guidelines.</p> <p>3.3 MIS reports should be dynamic in nature and should provide the user the freedom to select the data fields as per requirement of Bank.</p> <p>3.4 Provision for internet / web-based access to MIS reports for around 30 Bank users.</p> <p>3.5 Management Interface to change the mapping of DID and real time monitoring of SIP trunk usage.</p> <p>3.6 MIS for appropriate release cause codes in either case of call drop, success, number not reachable, Switch off and other various network failure with release code</p>	<p>1) Request bank to share sample reports.</p> <p>1.1) Excel based reports for CDR can be provided to the customer. Bank to specify which specific fields are required</p> <p>1.2) TSP will provide with standard report to all the users.</p> <p>1.3) TSP will provide the standard report to all the users and user has freedom to select the required field</p> <p>2) As release cause code depends on far end exchange transparently passing the same to Tata Comm , this will be provided on best effort basis. Hope this is okay with SBI. Please confirm.</p> <p>2.1) All the cause code are sent to the PBX and these reports can be curated and made at PBX level. International cause code format would be used for reporting. Need further clarity as TSP would not have the visibility of disposition at the agent level.</p> <p>2.2) We will provide SIP code 4XX for call failure. Further details can be checked in the reason header (Q,850)</p> <p>2.3) Complaint using MSIP of release code</p> <p>3) We can provide access to admin and admin can extend the access to required users . Please let us know, if TSP needs to have a process for onboarding of 30 users and their lifecycle management.</p> <p>4) Please elaborate on "change the mapping of DID"</p> <p>4.1) Managing Internal DID Mapping at EPBX level . Requested to clarify more this clause.</p> <p>5) Will SBI be okay to have multiple portals.</p> <p>6) Anything specific which can be mentioned as needed to SBI?</p>	Whatever applicable under delivery scope
27	52	Appendix-C Technical & Functional Specifications 3	<p>4.1 Prevention mechanism for misconfiguration.</p> <p>4.2 Alert mechanism should be in place for any incident occurred etc.</p> <p>4.3 Every incident reported should be notified to Bank and documented.</p> <p>4.4 All the incident tickets shared by the Bank should be resolved and updated to the Bank.</p> <p>4.5 Creation of RCA in all major incidents.</p>	<p>1) Request Bank to provide more clarity on this clause.</p> <p>2) Only the major incidents would be highlighted proactively, any BAU issues would be on a reactive basis only. Proactive alerts would be limited to media outages only, with an exception of packet loss.</p> <p>3) Point 4.1 : Needs more clarification . 4.2 : Request further clarification .Agreed point 4.3, 4.4 & 4.5 .</p> <p>4) Planned activity will be notified. Please confirm</p>	Any downtime at TSP end need to highlight to Bank to avoid any connectivity drop/packet loss on realtime basis
28	52	Appendix-C Technical & Functional Specifications 3	<p>5.1 Selected Bidder shall do adequately strengthened encryption algorithm to encrypt the entire data when it is traveling through the air.</p> <p>5.3 The selected Bidder should undertake to implement the observations/recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation at no extra cost to the Bank. All upgrades/patches/firmware etc. shall be installed by the selected Bidder promptly and at no cost to the Bank. It shall be the responsibility of the selected Bidder to conduct all activities related to such upgrades etc</p>	<p>1) Not Applicable</p> <p>2) Links for SIP Trunk are physically delivered at customer premises & not over the air. Request SBI to Consider & comment..</p> <p>3) The provision of services by the Bidder and use of the same by Customer will be as per T&C of the Unified license, in compliance with the applicable law in India. Request SBI to Consider & comment.</p> <p>3.1) Request Bank to provide relaxation with - Bidder can provide Audit report conducted by Bidder auditors.</p> <p>3.2) TSP is governed by DOT, as and when required upgrade required will be done as per DOT Guideline.</p>	No change, as Per RFP
29	55	Appendix-E Scope of Work and Payment Schedule	<p>1. Project requirements</p> <p>(a) The TSP shall provide one Outbound SIP trunk for transactional calling. The TSP shall provide one Outbound SIP trunk for promotional calling.</p>	<p>1) There is a requirement for one transactional and one promotional SIP trunk, both SIP trunks are to terminate on a common SIP gateway have two different ethernet ports or both SIP trunks are to get terminated on 2 different gateways on SBI premises.</p> <p>1.1) As there a requirement of one Outbound SIP trunk for transactional calling & one Outbound SIP trunk for promotional calling.</p> <p>2) Are both trunks are getting terminated on common SBC(s) having two different ethernet ports at SBI Premises or both trunks are getting terminated on two different SBC(s) at SBI Premises.</p> <p>3) Promotional Calling SIP trunk will be provided with 140 number series.</p> <p>4) Kindly elaborate on the total requirement both in terms of Transactional SIP trunks and Promotional SIP trunks.</p>	As per the Business requirement, Equal distribution of promotional & Transactional lines among the successful bidders in each site. Infra level details will be shared with successful Bidders
			<p>1. Project requirements</p> <p>(b) Our System uses IP PBX system / cloud PBX systems. Vendor has to complete the integration of SIP trunk with Bank's telephony system.</p>	Request to provide Bidder scope of work.	No change, as per RFP Infra level details will be shared with successful Bidders
			<p>(c) TSP should provide an Ethernet drop for integration. For the purpose of integration, all types of items will be provided by vendors and cost of those items will be borne by vendor including any MUX, routers and any other relevant equipment to connect with the banks telephony systems in each location. TSP will facilitate RJ45 termination from their routers to connect with bank provided switches.</p>	Request to provide Bidder scope of work. Also kindly confirm whether Bidder need to provide Router along with SIP-Trunk link. If yes, request Bank to provide CPE specifications.	TSP need to provide Router along with SIP-Trunk link and CPE Specification will share with successful Bidders
			<p>(e) The service provider should support SIP signalling and media encryption. TSPs will monitor and manage the links 24*7*365 on all days. TSPs shall provide performance reports as per the bank's requirement.</p>	<p>1. Detailed reporting format to be provided by Bank</p> <p>2. Link is provided on MPLS hence link is fully secured. No encryption is created between TSP SBC to SBI Voice gateway. Request to remove this clause.</p> <p>3. What is expected to SBI in the performance Report, any specific KPA's, type of report etc.</p>	Default reports will be required from the selected Bidder of the given list in the RFP.
			<p>(f) SIP Trunks would be placed in the racks space provided at Contact Center sites by manpower vendors. TSP to ensure compatibility with the interfaces supported by Tech Platform provider and the Hardware and Software protocols. Additionally, Tech Vendor and Telecom Service provider confirmation will be required to perform any changes in SIP trunk racks, and it should be documented and duly approved by user dept.</p>	Request Bank to provide more clarity on this clause.	Whatever applicable under delivery scope

30	56 Appendix-E Scope of Work and Payment Schedule	<p>2. Implementation requirements - SIP Trunking. There is a requirement to initially set up 5100 channels across the 4 locations given above. Site-wise channel requirements would range from 900 to 1800 channels.</p>	<p>1) Please share the bifurcation of channels for the transactional and promotional trunk at each locations. 1.1) Can we get the bifurcation of channels between transactional calling (Non-TM) & promotional calling (TM) SIP Trunk at each location. 2) Please provide detailed address and SPOC details for feasibility check</p>	<p>1) Please refer page 57 for year wise SIP line requirement. Total requirement will be equally distributes into promotional & transactional in each site among selected bidders 2) Detailed will be shared to the selected Bidders</p>
31	57 Appendix-E Scope of Work and Payment Schedule 2. Implementation requirements - SIP trunking.	<p>All SIP trunking should have a uniform CLI (Caller Line Identification) number for transactional and promotional lines to perform outbound calls from any SIP. There should be provision to configure SIP trunking for incoming only or outgoing only mode. The TSP would require ensuring more than 400 Calls per second (CPS) at each location.</p> <p>The proposed channels shall be distributed amongst three (two TSPs through this RFP & One through nomination basis) service providers at each location.</p> <p>TSP will provide help to make SIP trunk compatible with proposed Call Center platform or in case of change of platform.</p> <p>Upon intimation from Bank, the TSP would be required to set up additional SIP trunking based on the requirement of respective project within 15 days.</p> <p>The SIP gateway to be provided by the provider should support G. 711*, G.711.1, G.729.1, G.722, AMR and latest telecom standard code(s).</p> <p>Till the system is stabilized, one dedicated support person/resource shall be placed till sign off for the site</p> <p>There should be a feature to enable a single pilot number for multiple SIP trunks giving redundancy and failover options.</p> <p>To facilitate remote working, the service provider shall provide: a. Support Open Settlement Protocol (OSP) b. Mobile Numbering plan on the SIP trunk to support remote agent working and Internet telephony. c. Numbering plan in accordance to Short distance Charging Area (SDCA). d. SDCA / Mobile numbers on a single ethernet port. i) In case there are technical challenges in providing SDCA / Mobile numbers in a single ethernet port, Service provider may propose alternate solution. Bank will evaluate the proposal and may accept or reject the proposal based on the feasibility of Banks telephony system.</p> <p>Required list of updated DNC/NDNC on monthly basis shall be provided.</p> <p>There should be a feature in self-care portal to request for SIP/Port utilization upgrade the channels, raise/track service requests, View and pay bills online and view uptime reports.</p> <p>Post commission, TSP should share compliance certificates along with test report which outlines Toll Free number has been successfully tested from all the circles with all TSP from prepaid, post-paid and land line series.</p>	<p>1) Can we have a bifurcation of 400 CPS between the Transactional and Promotional SIP? Or do both trunks require 400 CPS each at every locations. Per location 400 CPS would be required on how many TM channels & How many Non-TM channels? 1.1) Can we have bifurcation of 400 CPS? 1.2) What is the average call handling time for typical outbound call happening using Outbound SIP trunk for promotional calling? 1.3) What is the average call handling time for typical outbound call happening using Outbound SIP trunk for transactional calling? 1.4) Need to discuss mutually agree on CPS requirements. 1.5) What will be average call duration/number of calls/day and Number of calls per second. 2) How many calls are targeted per day in SBI's standard office hours operational window on TM trunk? 3) How many calls are targeted per day in SBI's standard office hours operational window on Non-TM trunk? 4) Please share number of DID required for transactional and 140 Series required for Promotional lines per site. CLI will be provided on the basis of SDCA / circle.</p> <p>Clarity required Bidder request clarity if the total 5100 sessions will be distributed among 3 Vendors or each vendor will get 5100 sessions each</p> <p>Request Bank to provide Bidder scope of work.</p> <p>1) Request Bank to provide more clarity on this clause. 2) Additional New SIP requires separate feasibility and delivery timeline. Kindly consider as new requirement and delivery timeline of 6 week from the date of PO. 2.1) Need a clarity if a new physical link or upgrade of sessions on existing SIP link is required.</p> <p>Wh</p> <p>Need to understand detail scop of work from SBI. Request SBI to clarify.</p> <p>Failover of SIP Trunk from Primary to secondary is feasible but Single Pilot number mapped to Multiple SIP is not feasible solution. BCP can be provided as primary / secondary scenario on the single link.</p> <p>Request clarity from Customer as mobile numbering plan and Internet Telephony are separate solutions from SIP altogether and same needs to be discussed within the purview of DOT guidelines. SIP is wireline technology. This can be offered as when it's approved by DOT as an alternate solution. Request SBI to Consider & comment.</p> <p>As per present guidelines NSP cannot share the active list of DNC/NDNC users to the end customers. This is not permitted as per TCCCPR 2018. Request deletion</p> <p>Channel upgrade orders to be placed with the operator. Separate system available for billing. Request to consider the same. View Uptime Report - Will be provided separately SIP / Port Utilisaion - Excel based report can be provided separately</p> <p>Delivery report will be provided for outbound services . Since the RFP is for outbound kindly elaborate on TFS requirement.</p>	<p>RFP Clause modified. Please refer corrigendum for details.</p> <p>As Per Business requirement, 5100 lines required for 1st year and this will be equally distributes into promotional & transactional in each site among selected bidders</p> <p>No change, as Per RFP</p> <p>RFP Clause modified. Please refer corrigendum for details.</p> <p>Whatever applicable under delivery scope</p> <p>Required 1 dedicated resource for Soft Go Live(<=1 month) to avoid technical & Business Impact</p> <p>RFP clause deleted. Please refer corrigendum for details</p> <p>RFP clause deleted. Please refer corrigendum for details</p> <p>Whatever applicable under delivery scope</p> <p>TSP will provide solution mentioned in RFP through secure medium.</p> <p>Whatever applicable under delivery scope and Delivery report will required for outbound services only.</p>
32	58	<p>TSP should provide appropriate release cause codes in case of call drops, i.e., dial error, sit error, sit invalid, abandoned, success (auto wrap up), not reachable, switch off, busy, no answer and other various network failure release code. Additionally, required all cause codes with respective definitions from all service providers before making it live.</p> <p>Post commission, TSP should share compliance certificates along with test report which outlines Toll Free number has been successfully tested from all the circles with all TSP from prepaid, post-paid and land line series.</p> <p>The TSP would have to scale up and scale down, as requested by the Bank. TSP will be given a maximum of 1 week of advance notice for any subsequent increase or decrease in the number of Channels of SIP trunking.</p> <p>Bank should be able to make outbound to anywhere across the country, across any telecom service provider and also receive calls from anywhere in the country.</p> <p>All types of statutory compliance of DOT should be managed and procured by TSP on behalf of the Bank as mandated by DOT/TRAI.</p>	<p>We will provide SIP code 4XX for call failure. Further details can be checked in the reason header (Q.850)</p> <p>Request Bank to provide more clarity on TPN mapping & testing part.</p> <p>Request Bank to provide relaxation on this clause with 1 to 2 week timelines.</p> <p>Request Bank to confirm whether bidder need to provide Incoming & Outgoing call on each SIP trunk.</p> <p>Pls provide specific details on the compliance to be managed</p>	<p>TSP will require to share the Active cos code like Call failure etc. before Go Live for configuration in Dialler</p> <p>Whatever applicable under delivery scope</p> <p>No change, as per RFP</p> <p>Outbound outgoing Calls only</p> <p>Successful bidders required to share the DOT licences for OUTBOUND calling in India</p>

33	59	Appendix-E Scope of Work and Payment Schedule	<p>3. MIS requirements The TSP shall design, implement and develop a tool to monitor the performance indicators listed as per the SLAs mentioned in the RFP, along with SIP uptime reports with circle wise breakup reports.</p> <p>3. MIS requirements The MIS reports should be dynamic in nature and should provide the user the freedom to select the data fields as per requirement of Bank.</p> <p>3. MIS requirements TSP will provide Management Interface to change the mapping of DID and real time monitoring of SIP trunk usage.</p> <p>3. MIS requirements (i) TSP to provide a Secure Web Based Portal and MIS Access for Reports (Real Time and Historical) related to: 1. SIP Channels Uptime / Availability of Service 2. Utilization of SIP channels (Trunk Reports) 3. Number of calls with breakup of successful calls / busy / no answer / failed calls etc. 4. Call by Call CDRs (Call Data Recordings) with Details 5. DNC /NDNC /Call Filtering related Reports 6. Call Billing Reports / Call Costs 7. Other Reports (Any other reports required) 8. CDR / Other Reports accessible by a push or pull file transfer protocol or API (ii) Since the Telecom network is part of a large contact center set-up, the bank team, Tech vendor and Manpower vendor would be monitoring the network in addition to the TSP. Hence, TSP should provide access to relevant portals for monitoring network, raising tickets and any other relevant services to all stakeholders.</p>	<p>Excel based reports can be provided. Pls confirm</p> <p>Excel based reports for CDR can be provided to the customer. Bank to specify which specific fields are required</p> <p>TBDI. Need detailed discussion</p> <p>1) Ticketing is integrated as part of Self care portal. Customer can view usage related reports via Selfcare and can check inventory details . Please confirm 2) For point no 5. Call Filtering reports are available on DLT. For Point no 8. CDR reports can be provided manually on a monthly basis. Request to consider the same. 3) We request bank to confirm 4) Ticketing is integrated as part of Self care portal. Customer can view usage related reports via Selfcare and can check inventory details</p>	<p>Whatever applicable under scope</p> <p>Whatever applicable under scope</p> <p>Whatever applicable under scope</p> <p>Default reports will required from the selected Bidder of the given list Ticketing tool/Link/Others access need to provide for tracking service & other service request from TSP.</p>		
		60	Appendix-E	<p>3. MIS requirements 1 Frequent Problem Analysis Report Weekly & Monthly 2 Links for which bandwidth utilization crosses the pre-defined threshold limit Weekly & Monthly 3 Detailed Reason For Outage (RFO) report Within 12 hours of the incident 4 Detailed Root Cause Analysis (RCA) report, corrective actions taken & preventive controls put in place for each incident (including ATR) Within 3 working days 5 Top 10 incidents/alerts Weekly & Monthly</p> <p>4. Maintenance The TSP will be responsible for end-to-end operation, maintenance and uptime of the infrastructure and services procured through this RFP. The TSP will also be responsible for meeting all performance requirements and SLAs mentioned in the RFP. Vendors should conduct Preventive maintenance on quarterly basis for proper working of SIP trunks. The report should be submitted along with invoices for payment.</p>	<p>Bandwidth Utilization is not applicable for SIP services. SIP utilization report will be provided.</p> <p>Bidder proposes to provide preventive maintenance half yearly instead on quarterly basis .</p>	<p>No change, as Per RFP Whatever applicable under delivery scope</p> <p>No change, as Per RFP</p>	
		34	60	Appendix-E	<p>Roles and Responsibilities of TSP: TSP to provide / be responsible for the following components: 9. 24*7*365 monitoring and maintenance / support of SIP trunk, Links and Customer Premises Equipment (CPE) 10. 24*7*365 provider owned and operated Network Operations Center (NOC), with live representatives for repair and troubleshooting. 11. 24*7*365 monitoring of the service and provide emergency notification/alerts of any outages 12. Provide and assign local account representatives. 13. Incident and problem management conform to ITIL best practices. 14. Support tool with a capacity to initiate a support incident and track resolution progress. 15. Monitoring tools with network supervision and subscription of SBI domain-based mail IDs need to add in service alerts.</p>	<p>For point no 12. Service assurance will be handled centrally. Kindly confirm if CPE will be provided by SBI or by the SP. If provided by SBI, will require SNMP string for monitoring.</p>	<p>Refer the Clause-Roles and Responsibilities of TSP: No change, as Per RFP</p>
		35	61	Appendix-E	<p>5. Delivery Schedule Vendor must supply the SIP trunk and complete the integration with bank's existing system within 4 weeks of issuance of LOI/PO.</p>	<p>Delivery timelines can be confirmed post feasibility standard timelines for connected site is 4 -6 weeks and Non connected site is 8-10 Week . If any router delivery is involved then the timelines will be as per OEM. Request Bank to provide relaxation on the Timelines with 6 to 8 weeks timelines. Request this should atleast be 12 weeks</p>	<p>RFP Clause modified. Please refer corrigendum for details.</p>
36	62	Appendix-E	<p>6. Terms of Payment Go live means implementation of Outbound Contact Centre. The process will complete once all the three vendors viz, Tech Vendor, Telecom vendors and Manpower vendors are onboarded and a proper coordination and synergy among all is established. The calling will start, once all legs of Contact center are ready to roll out the outbound activities.</p>	<p>Once TSP Links are delivered and UAT is performed , SBI to share the billing sign off and then TSP will need 2 days to get the link commercially activated . Testing can be done only once and post that link will be blocked till we get commercially activated</p>	<p>Bank will provide the Billing signoff post delivery SIP trunk in the site.</p>		
37	63	Appendix-E	<p>7. Uptime & Penalty SLA Calculations: Level of uptime per month Penalty Source Exclusions 99.99% and above No Penalty Banks 99.95% and above but below 99.99% 1% of total cost of quarterly bill amount Banks reports 99.50% and above but below 99.95% 2% of total cost of quarterly bill amount Banks reports 98.00% and above but below 99.50% 5% of total cost of quarterly bill amount Banks reports 95.00% and above but below 98.00% 10% of total cost of quarterly bill amount Banks reports Below 95.00% 25% of total cost of quarterly bill amount Banks reports</p>	<p>1) Request Bank to provide relaxation on SLA with 99.50% uptime. Bidder intends to propose our Standard SLA which is 99.9% per SIP trunk (With Dual last mile) 2) Requesting Customer to please add exclusions to Service Levels as follows: Service availability Percentage, Network Latency, Network Packet Loss, Jitter and MT Repair measurements do not include Downtime resulting in whole or in part from one or more of the following causes: 3) Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of the Bidder in case of a Service Disruption 4) The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Bidder 5) The failure of Customer's applications, equipment, or facilities including any third party equipment 6) Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Bidder's personnel, 7) Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE 8) Events or occurrences that result in "No problem Found" Trouble Tickets 9) Trouble Tickets associated with new installations or upgrades viii. Customer initiated change request in the service while the change request is under progress. 10) Planned repairs, modifications or maintenance notified to Customer in advance, 11) Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Bidder, 12) Force Majeure Events, 13) Customer scheduled maintenance.</p>	<p>No change, as Per RFP</p>		

38	63	Appendix-E	Liquidated Damages	Customer to note that any liquidated damages or penalty mentioned in the RFP shall be settled by way of Credit Note. All penalties should always be capped to 10% or less of the order value.	No change, as Per RFP
39	63	Appendix-E	Delay in Delivery of initial order: Vendor must supply the SIP trunk and complete the integration with bank's existing system within 4 weeks of issuance of LOI/PO. Penalty of a sum equivalent to 0.025% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost will be deducted. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	Delivery timelines can be confirmed post feasibility, standard timelines for connected site is 4-6 weeks and Non connected site is 8-10 Week. If any router delivery is involved then the timelines will be as per OEM. Request to not penalize for delay in delivery of links.	Delivery timelines as follows: 1. Additional requirement-6 weeks 2. New requirement-8 weeks
40	63	Appendix-E	Delay in delivery of additional capacity order: Penalty of Rs. 5000.00 per SIP trunk per day for the delay days after expiry of delivery timelines. The delivery timeline will be 15 days for SIP trunk and the delivery timeline will start from date of order given to the vendor for providing/ supply of it. Note: Delivery means making SIP trunk live. LD charges will be over and above the SLA penalty, if any)	Sales should log the order with higher Last mile capacity. So we can support customer for only session upgrade. / Order any upgrade order delivery will be as per feasibility onnet 2-4 weeks and offnet 4-6 weeks	No change, as Per RFP
41	63	Appendix-E	Delay in RCA timelines: Delay in submission of RCA preliminary RCA in 3 days and final RCA within 7 days. It is intact with Bank policy and charges are Rs. 5,000/- per incident/issue per day (or part thereof) of delay.	Preliminary RCA to be shared in 3 working days & Final RCA within 7 working days.	No change, as Per RFP
42	63	Appendix-E	Call failure SLA - Related to originating TSP % of call failures due to TSP internal network: More than 1% of the calls failing due to errors like Call attempt per second (CAPS) / SBC overloading, Internal errors etc within the TSP network : Penalty: 5% of total cost of monthly bill amount :Based on Cause code mapping - To be agreed with TSP at the time of LOI > More than 2 incidents of POI congestion beyond the TRAI / DOT prescribed acceptable limits : 5% of total cost of monthly bill amount	1) Bidder proposes our standard SLA. 2) Bidder request to propose our standard SLA attached herewith.	No change, as Per RFP
43	63	Appendix-E	SLA Calculations: 1% to 25% of Qtrly bill	Bidder request to propose our standard SLA attached herewith.	No change, as Per RFP
44	64	Appendix-E	(a) Disruptions of single leg (link i.e. offnet, onnet) will not be considered for downtime calculations (b) Penalties for both uptime SLA and call failure SLA breach are applicable concurrently and shall not exceed 25% of the billing amount for the month.	Bidder request to propose our standard SLA attached herewith.	No change, as Per RFP
45	64	Appendix-E	Three consecutive incidents will provide the right to bank to terminate the services based on the poor performance of the TSP.	Bidder requests Clarity on Service Affected /Service Degrade incident & Duration of Measurement .	No change, as Per RFP
46	64	Appendix-E	If any act or failure by the bidder under the agreement results in failure or inoperability of resources and if the Bank must take corrective actions to ensure functionality of the same, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.	Bidder request to propose our standard SLA attached herewith.	No change, as Per RFP
47	66	Appendix-F	The Indicative Price Bid needs to contain the information listed hereunder and needs to be submitted on the portal of e-Procurement agency.	Bidder request the bank to provide the breakup of sessions between transactional and promotional. The same is requested as per the format provided in Appendix F.	No change, as Per RFP
48	67	Appendix-F	Illustration	Request clarity on the illustration of various line items presented in page 67.	Query resolved
49	60	Scope of Work and Payment Schedule	Links for which bandwidth utilization crosses the pre-defined threshold limit	As the product involved is SIP ,Bandwidth monitoring is not relevant. We will provide SIP utilization report.	Whatever applicable under delivery scope
50	72	Appendix-I Other Terms and Penalties	Other Terms and Penalties On-site comprehensive AMC: AMC would be on-site and comprehensive in nature and back-to-back support from the OEM. Vendor will provide support for operating systems and other preinstalled software components during AMC period of the hardware on which this software & operating system will be installed. A vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.	1) Kindly elaborate on this clause. In case TSP provides equipments such as SBC will taken care by Service provider 2) AMC does not come into picture if the hardware is customer owned.	Whatever applicable under delivery scope
51	72	Appendix-I Other Terms and Penalties	(c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed half an hours.	Bidder proposes virtual support resolution in 4 hrs . Physical intervention cases to be attended with in 24 hrs .	Whatever applicable under delivery scope
52	72	Appendix-I Other Terms and Penalties	(d) Vendor shall ensure that faults and failures intimated by the Bank as above are set right within an hours of being informed of the same. In any case the equipment should be made workable and available not later than the next working day of the Bank.	Faults and failures will be addressed as per agreed SLA.	No change, as Per RFP
53	72	Appendix-I Other Terms and Penalties	Penalties for both uptime SLA and call failure SLA breach are applicable concurrently and shall not exceed 25% of the billing amount for the month.	Bidder request to propose our standard SLA attached herewith.	No change, as Per RFP
54	72	Appendix-I Other Terms and Penalties	1.2.5 Review and change: SBI will review the SLA's, catalogues, targets and all related processes, in 6 months interval and may change the same for improving the business performance.	Bidder request to propose our standard SLA attached herewith.	No change, as Per RFP
55	75	Appendix-I	If, in any month, Vendor does not fulfill the provisions of clauses 2 (b), (c), (d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by the Bank without prejudice to the right of the Bank to terminate the contract.	Unable to find 2(c), (d), (e) clause	Refer page 72-73. sub-clause 2(c), 2(d) & 2(e)
56	75	Appendix-H	Future additions of Hardware / Software: (a) The Bank would have the right to: i. Shift supplied systems to an alternative site of its choice. ii. Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor. iii. Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from Vendor, or third party, or developed in-house.	Please elaborate	Any Change in the site movement from existing/New/Transfer, Bank will inform TSP in advance for feasibility and installation of SIP Trunk.
57	79	Appendix I-1.1.3	1. DEFINITIONS & INTERPRETATION Data Dictionary or Metadata Repository" shall mean a repository of information about data such as meaning, relationships to other data, origin/lineage, usage, business context and format including but not limited to data type, data length, data structure etc., further, it as a collection of columns and tables with metadata. <Strike off if not applicable as per scope of services>	Not applicable to the current scope of services. Hence to be deleted. Kindly confirm.	Whatever applicable under delivery scope

58	79	Appendix J-1.1.4	"Deficiencies" shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.	Not applicable to the current scope of services. Hence to be deleted. Kindly confirm.	Whatever applicable under delivery scope
59	79	Appendix J-1.1.5	"Documentation" will describe in detail and in a completely self-contained manner how the User may access and use the (name of the Software/ Hardware/ Maintenance Services) <Strike off whichever is inapplicable> such that any reader of the Documentation can access, use and maintain all of the functionalities of the (Service(s)), without the need for any further instructions. "Documentation" includes: user manuals, installation manuals, operation manuals, design documents, process documents, data flow documents, data register, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, Data Dictionary, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.	Not applicable to the current scope of services. Hence to be deleted. Kindly confirm.	Whatever applicable under delivery scope
60	80	Appendix J-1.1.9	"Root Cause Analysis Report" shall mean a report addressing a problem or non-conformance, in order to get to the 'root cause' of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.	Not applicable to the current scope of services. Hence to be deleted. Kindly confirm.	Any incident happened at TSP end, would require RCA.
61	82	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.	Bidder should also possess the rights to terminate the contract under specific circumstances as per terms of this Agreement.	No change, as Per RFP
62	84	Appendix J 3.4	3.4 Payments 3.4.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.	Payment to be made within the due date mentioned on the bill raised by Service Provider	No change, as Per RFP
63	84	Appendix J 3.4	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.	Withholding / deduction and setting off of the payments by the Client unilaterally is not agreeable. Request SBI to intimate any such instance beforehand.	No change, as Per RFP
64	84	Appendix J 3.5	Bank Guarantee and Penalties 3.5.5 Service Provider shall be liable to pay penalty at the rate mentioned in Annexure-E in respect of any delay beyond the permitted period in providing the Services.	Any delay due to reasons not in control of service provider should not be considered as delay and no penalty is applicable for the same.	No change, as Per RFP
65	85	Appendix J-4.1	The Bank's Duties /Responsibility (if any)	Request bank to add the following as part of its duties/responsibilities in addition to processing of invoices: i. Bank shall provide dedicated space, 24*7 Power back up and access to the premises for providing the Services ii. Use of services-Any use of Services shall be in compliance with applicable laws, rules and regulations and directions of competent regulatory authorities as applicable.	No change, as Per RFP
66	85	Appendix J-4.2	4.2 (c) Service Provider shall ensure that Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.	Bank should provide copies of these documents to Service Provider for review and all modifications thereto should be intimated to Service Provider from time to time so as to ensure effective compliance by Service Provider.	No change, as Per RFP
67	85	Appendix J-4.3	4.2 Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.	TSP follows DOT guideline for incoming and outgoing call. Any call with predefined voice parameters is accepted hence request to remove this clause.	Whatever applicable under delivery scope
68	86	Appendix J-4.2(i)	(e) Service Provider shall be responsible to provide Data Dictionary in a format provided by the Bank. During the term of this Agreement, such a format may be revised by the Bank as per the requirements. Service Provider shall capture all the fields in Data Dictionary format and keep the same always updated during the term of this Agreement.	Not applicable to the current scope of services. Hence to be deleted. Kindly confirm.	Whatever applicable under delivery scope
69	86		4.2(e) Service Provider shall be responsible to provide Data Dictionary in a format provided by the Bank. During the term of this Agreement, such a format may be revised by the Bank as per the requirements. Service Provider shall capture all the fields in Data Dictionary format and keep the same always updated during the term of this Agreement.	All revisions of the format shall be promptly informed by the Bank to Service Provider and same would need to be agreed between Parties .	No change, as Per RFP
70	87	Appendix J-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.	Services shall be provided as per SLA mentioned and agreed under this RFP. Hence industry standards, etc. are not relevant to scope	No change, as Per RFP
71	88	Appendix J-5.2.6	Service Provider warrants that at the time of delivery the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done). Software deployed/ upgraded as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement.	There is no deployment of any software and hence clauses related to software shall be construed as not applicable. Requesting customer to issue necessary clarification on software related provision under this RFP considering scope of services	Whatever applicable under delivery scope
72	88	Appendix J-5.2.8	Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour laws in respect of its employees, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.	Under the scope of services we trust that there is no deployment of manpower. Hence clauses is not applicable	While providing the services on the sites, if Bank found any deviation against the Labour law, then TSP will be required to provide evidences of the incidence. If TSP will failed to do so, Bank will take appropriate action as per RFP
73	88	Appendix J-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.	There is no deployment of any software and hence clauses related to software shall be construed as not applicable. Requesting customer to issue necessary clarification on software related provision under this RFP considering scope of services	Whatever applicable under delivery scope

74	88	Appendix J-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 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 present indemnity clause is too broad, we request for a restricted indemnity, especially to the extent of court awarded damages, with the modifications as proposed below. Request you to consider the following changes in the clause: 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 to the extent of court awarded damages; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider while at the Premises of the Bank. Service Provider agrees to make good the loss suffered by the Bank.	No change, as Per RFP
75	88	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 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	A similar indemnity is also being sought forth from the Bank for any claims against Service Provider due to breach on the part of the Bank under these same categories as per Clause 6.1.	No change, as Per RFP
76	88	5.7.6	Service Provider warrants that at the time of delivery the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done). Software deployed/ upgraded as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement.	TSP only deliver links only till demarcation point and no software will be provided by TSP. Request to remove this clause.	Whatever applicable under delivery scope
77	89	8	TRANSITION REQUIREMENT 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.	In case the said agreement between the Bank and the bidder has been termination or there are no renewals of the said agreement by Bank, then the bidder should have the right to exit of the said arrangement and not be compelled to provide service till an alternative service provider is appointed.	No change, as Per RFP
78	90	9	If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project cost for delay of each week or part thereof maximum up to 5% of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	Before making any deduction on account is liquidated damages, the Bank will discuss the alleged failure or delay on the part of Service Provider and shall provide an opportunity to remedy the situation within a mutually agreeable time frame.	No change, as Per RFP
79	91	11	SUB CONTRACTING As per the scope of this Agreement sub-contracting is not permitted.	Please note that allowing sub-contracting by the Bidder shall facilitate better and quick provisioning of services to Bank therefore this activity should be allowed with minimum permissions, so as to avoid delay in meeting the strict time lines. It is understood that the Bidder that shall be primarily be liable under the said Tender.	No change, as Per RFP
80	91	12.3	Subject to clause 12.4 and 12.5 of this Agreement, 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 technology / software / products or any part thereof in India or abroad.	We request that as per Indian Contract Act, any indemnity be given by a Party needs to be only for third party claims, so therefore request this clause should be modified to cover all third party claims of infringement of Intellectual Property Rights.	No change, as Per RFP
81	92	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.	As reiterated earlier, any audit on a telecommunication company such as the Bidder would need to be in accordance with Department of Telecommunication, Govt. of India guidelines and regulation; with proper prior approvals.	No change, as Per RFP
82	93	Appendix J 14	CONFIDENTIALITY 14.3 All information relating to the Infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to comply with the confidential obligations under this Agreement.	For the kind of services provided under this arrangement, Will TTL be receiving any information from the Client relating to infrastructure and Applications (including designs and processes)	No change, as Per RFP
83	93	Appendix J-14.1 (last sentence)	It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.	The Bidder does not receive or access any Bank's customer data in connection with the services. Hence we propose the following modification to the existing clause. Request to confirm. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.	No change, as Per RFP
84	95	Appendix J 14.9	Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.	This clause should be deleted as it is a repetition of clause 14.5. Also, this clause does not mention confidential documents but covers 'any document or information'	No change, as Per RFP
85	96	Appendix J-14.12	14. CONFIDENTIALITY The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement 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.	1) Since there is no software or personal data being provided, request you to modify the clause accordingly and restrict the survival period to a specified period. We request you to consider the following modifications. 2) The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement 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.	No change, as Per RFP
86	96	15.1	15. OWNERSHIP 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 developed under this RFP. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.	1) We urge the Bank that the part added in the said clause in red font should be added, so as to give the right perspective for the said clause. 2) Not applicable. There is no transfer of ownership of any intellectual property rights as such the clause to be modified accordingly.	No change, as Per RFP

87	96	Appendix J-16.1	16. TERMINATION 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. Prior to providing a written notice of termination to Service Provider under clause 16.1 (i) to 16.1 (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.	With regard to termination for breach we request to restrict the right to terminate only in case of a material or substantial breach of the contract or in case non maintenance of minimum service levels for a consecutive period of three SLA measurement periods due to reason solely attributable to the Bidder. Further service provider may be given a right to terminate the agreement either in part or in full (i) in case of failure to pay any undisputed payments or (ii) in case of regulatory breach pursuant to which a direction from regulatory authorities are issued for termination and/or suspension of services. Also, the clause references need to be updated. Both Parties shall have the right to terminate by giving 30 days notice In case of termination of contract by Customer without cause or for convenience, Customer shall be required to pay exit charges (termination convenience fee) to cover for all losses to Service Provider for terminating the contract without cause.	No change, as Per RFP
88	97	16.2	The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). 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.	1) Both Parties shall have the right to terminate for convenience and without cause by giving 30 days notice; 2) In case the Client chooses to terminate for convenience / without cause during the Lockin-Period, it shall be subject to Exit Charges 3) Requesting customer to not terminate the agreement for convenience as bidder would making huge capex investment for providing services. In such termination for convenience, applicable exit charges may be applicable if agreed between the parties.	No change, as Per RFP
89	97	16.3	In the event the Bank terminates the Agreement 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 to the extent not terminated.	There is a sentence in this provision which states that "Service Provider shall be liable to the Bank for any increase in costs for such similar Services" - this is not agreeable. Request removal of this clause We request that the termination may be restricted only in respect of the undelivered portion of services. We request you to consider the below modifications: 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 clause 20 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.	No change, as Per RFP
90	97	16.4	The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:	Both Parties shall have the right to terminate on the grounds of insolvency by giving 30 days notice	No change, as Per RFP
91	97	Appendix J-16.4	The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities: (i) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favor of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider. (ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider. (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. (iv) Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.	1) Request you to provide at least 30 days notice period for events which can be subject to a cure. Kindly consider rewording the said clause as below: The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities: 2) 16.4.1 If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favor of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider. 3) 16.4.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider. 4) 16.4.3 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. 5) 16.4.4 Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading and which has not been rectified despite providing 30 days notice to rectify the same. 6) Service Provider should also be given the rights to terminate the contract under the similar circumstances under which Bank would be doing under Clause 16.4.	No change, as Per RFP
92	98	16.5	In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.	We request Bank to consider our request and make this clause bilateral and mutual for both parties.	No change, as Per RFP
93	99	17.3	Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.	We request the Bank to include the additions required in the said clause so as to have the following line - The Bank shall clear all outstanding undisputed dues of the Service Provider during the pendency of arbitration	No change, as Per RFP
94	100	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 12 (infringement of third party Intellectual Property Right); (ii) damage(s) occasioned by the Gross Negligence or Willful 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.	Point (ii) & (iii) should be made bilateral, since the said act would be applicable to both Parties.	No change, as Per RFP
95	101	21.2	For the purposes of this clause, "Force Majeure" means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries. Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.	The following modification is suggested - For the purposes of this clause, "Force Majeure" means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, lockdowns, quarantine restrictions, freight embargoes, declared general strikes in relevant industries (to the extent these are beyond reasonable control of parties), Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or sub-contractor but does not include any foreseeable events , commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.	No change, as Per RFP
96	103	23.4	NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.	The part highlighted in red should be made bilateral as follows - However nothing in this clause shall affect the parties' regular recruitments as per its respective recruitment policy and not targeted to the employees of the other Party.	No change, as Per RFP
97	104	Appendix J-23.7	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 _____; and (iv) RFP	As a part of regulatory compliance all customers are required to execute Customer Application Form (CAF) and submit relevant documents in proof of address and proof of identity of the authorized signatory of the Customer. Hence we request you to kindly add "any other document executed between the Parties" as the last in the order of precedence.	No change, as Per RFP

98	122	1.2.1	If SBI finds that SLA or levies reporting has a mistake, SBI can apply the maximum allowable penalty for that SLA for the month, for that service. In case of any mistakes / errors in reporting after final submission, SBI shall levy a flat penalty of Rs.25,000/- per SLA. This Penalty shall be in addition to the other penalties mentioned elsewhere in this RFP	Bidder request to engage in mutual negotiation for any mistakes in reporting and to resolve the matter. Request the bank to not charge a penalty for same.	No change, as Per RFP
99	122	1.2.2	If the selected bidder/ does not submit SLA report by fifteenth of the succeeding month, SBI shall levy a flat penalty of Rs.25,000/- per day of delayed reporting for that month. (Day 1 starts from sixteenth). This Penalty shall be in addition to the other penalties mentioned elsewhere in this RFP	Bidder request to not levy any charges for delay in SLA reporting. Bidder intends to submit the report in time however kindly anticipate delays due to unforeseen circumstances.	No change, as Per RFP
100	124	Annexure E	Annexure E - Penalties B) Penalties for Non Performance of SLA E) Call failure SLA - relating to originating TSP	Need to discuss and mutually agreed	RFP clause modified. Please refer corrigendum for details
101	125	Appendix - K	NON DISCLOSURE AGREEMENT	The NDA in the current format provided only protects confidential information being shared by the Bank to Bidder and there isn't provision for protecting confidential information disclosed by Bidder under this arrangement with the Bank. Therefore we request the NDA be made mutual.	No change, as Per RFP
102	129	Non Disclosure Agreement-4 (i)	NON DISCLOSURE AGREEMENT-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.	No change, as Per RFP
103	132	Appendix - M	Format for Submission of Client References	The details sought with regards to our Clients are confidential and governed by an agreement, therefore we request the same be provided after award of bid / tender.	No change, as Per RFP
104	133	Appendix N - Integrity Pact (6-Fall 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.	Request deletion.	No change, as Per RFP
105	136	Appendix N--Pre-integrity pact-2.13	If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.	Request the Compliance be restricted to key employees of the Bidder who are directly involved in the preparation and submission of the Bid . If the Bidder is a large organization , it would be difficult to identify any relative of the officers of the Buyer who are employed by the Bidder .	No change, as Per RFP
106	138	Appendix--Pre-integrity pact-6	Fall 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.	1) Since the price determined is through a competitive bidding process , fall clause provisions may not be applicable . Hence request to modify or delete the clause as not applicable . 2) The price quoted for services depends on various parameters viz. (i) specification, bandwidth, (ii) scope of services, (iii) location where the services are required to be provided (iv) quantity / number of links (v) payment terms (v) terms and conditions of contract (vi) service levels agreed (vii)last mile if any, to be taken from any third party service providers. Hence the price quoted may vary depending on the above parameters which are relevant to the provision of services and as such our compliance of this clause will be subject to the parameters specified herein above	Refer Annexure F- illustration for clarity
107	172	5.2.6	Service Provider warrants that at the time of delivery the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done).	TSP would like to add the words "to the best of its knowledge" while making this warranty	Whatever applicable under scope of delivery
108	Additional	Additional	Documents to be executed by Customer	1)The Provision of services by the bidder and use of the same by the Customer will be as per T&C of the unified license, in compliance with applicable laws. 2) Customer shall execute documents as may be required for subscribing to the services in compliance with regulatory requirement.	Agreement need to signoff by the Bidders on the basis of checklist provided in RFP