



PREBID QUERIES AND BANK'S RESPONSES

Sr No	RFP Page No.	RFP Clause No.	Existing Clause	Query/ Suggestions	Bank's Response
1	42	2 b.	Appendix D 2 b.	Please update on total number of applications, that are in-scope to bring on to the DevOps Platform	It will be a continuous activity to on board applications post Go-Live/ Pilot stage
2	42	B 4	Appendix D B 4	What's the technology stack for all applications in scope, and how many application belongs to each technology stack?	The suggested list of available tech landscape is mentioned in the RFP. List of applications in each technology will always be variable.
3	42	2 b.	Appendix D 2 b.	Please mention the total number of resources associated with applications in scope, from Business, Development, QA and IT Support.	Necessary information shall be provided to the selected bidder.
4	42	B a ii.	Appendix D B a ii.	Please provide existing environment details like On-prem or Cloud, OS etc.	The deployment will be on Bank's private cloud.
5	42	B a i.	Appendix D B a i.	Please provide metrics, if any, being used currently while monitoring and measuring the current delivery performance	Monitoring and measurement is being done individually by application owners.
6	43	B b	Appendix D B b	Please provide the diagram which depicts the centralized DevOps practices to achieve, with more clarity.	Although the picture is for indicative purposes only, however the same can be shared separately over mail when contacted.
7	44	C a	Appendix D C a	What's the ITSM tool that's being used by Bank? How the incident management is going on currently?	Necessary information shall be provided to the selected bidder.
8	42	B a i.	Appendix D B a i.	What's the primary methodology being used for applications development/ support delivery currently? How much percentage of applications are following the primary methodology?	Primary it is waterfall model for now and some depts. using DevOps tools in silos
9	45	C g 6.	Appendix D C g 6.	Please mention if there are any DevOps practices and tools already being followed. If so, please provide details.	The tools mentioned in the RFP are mostly in use currently in the Bank, however in silos.
10	48	D 1,2,3	Appendix D D 1,2,3	Please suggest the possibility of having assessment and analysis of existing delivery process before come-up with Pilot phase implementation of DevOps pipeline and Commissioning of platform and tool sets?	No change in the RFP terms.
11	44	B i	Appendix D B i	Please mention about the current testing process and various types of testing that's being carried out? Is there a centralized testing team to manage the testing process?	Necessary information shall be provided to the selected bidder.
12	48	D 3	Appendix D D 3	Are there any guidelines for number of resources to be planned for Pilot phase?	The information is already mentioned in the RFP document.
13	48	D 3	Appendix D D 3	Please clarify if Vendor has the option to select 2 application candidates for on boarding during the Pilot phase? If not, what's the criteria used to select to these 2 applications for Pilot phase?	Necessary information shall be provided to the selected bidder.
14	48	D 4	Appendix D D 4	What would be the approximate distribution between new development and maintenance projects?	Necessary information shall be provided to the selected bidder.
15	43	B c	Appendix D B c	Are there any Agile life cycle management tools currently being used?	Necessary information shall be provided to the selected bidder.

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16	47	C i	Appendix D C i	It was mentioned that skillset required for onsite resource to have working understanding of Cloud infrastructure components. Please mention if there is any cloud infrastructure that currently being used or planning to be used as part of this RFP?	The deployment will be on Bank's private cloud.
17	RFP	General	General	Please mention if there are any special security or regulatory requirements. If so, what are they?	Necessary information shall be provided to the selected bidder.
18	RFP	General	General	Is there any priority defined in terms of the application criticality or any other criteria?	Necessary information shall be provided to the selected bidder.
19	RFP	General	General	How many resources (if any) are available with DevOps expertise or knowledge that could be leveraged during this DevOps Automation?	Necessary information shall be provided to the selected bidder.
20	RFP	General	General	What is the application landscape; how many are BAU and how many are inflight?	Necessary information shall be provided to the selected bidder.
21	RFP	General	General	What is the delivery process (agile/waterfall/hybrid) being used for each of the applications?	Necessary information shall be provided to the selected bidder.
22	RFP	General	General	What is the release cycle for each of the applications?	Necessary information shall be provided to the selected bidder.
23	RFP	General	General	How many SMEs are present for each application to gauge the level of interactions required? Have we finalized the SME calendar to ensure his/her availability?	Necessary information shall be provided to the selected bidder.
24	RFP	General	General	What is the tool stack for each of the devops enabled applications? (If Any)	The information is already mentioned in the RFP document. Please refer page No.42 B a.iv in the RFP.
25	RFP	General	General	How are the teams distributed across the applications?	Necessary information shall be provided to the selected bidder.
26	RFP	General	General	How is the infrastructure provisioned i.e. whether it is static or runtime?	The deployment will be on Bank's private cloud.
27	RFP	General	General	How many individual DevOps pipelines are foreseen as part of this implementation? (based on the architecture and number of individual application deployable)	Initially for two applications at pilot phase and later It will be a continuous activity to on board applications post Go-Live/ Pilot stage.
28	25	39	General	We consider that each party will continue to have ownership to their pre-existing intellectual property?	The bank will have the IPR for all components developed in Banks premises
29	26	40	General	We consider that the Liquidated Damages will be applicable if the delay is solely attributable to the Bidder?	No change in RFP Terms. However, it is clarified that the part of delay which is solely and directly attributable to the Bank will be excluded while imposing the Liquidated Damages.
30	29	43	vi	Would request you to remove 10% penalty?	Please refer to our corrigendum #1
31	29	43	General	We consider that the Bidder will receive all payments for services rendered till the date of termination of the agreement?	The information is already mentioned in the RFP document.
32	3	12	Transition Penalty	We propose to delete this provision	No change in the RFP terms
33	23	33	<b>VALIDITY OF AGREEMENT:</b> The Agreement/ SLA will be valid for the period of 3 year(s). The Bank reserves the right to	The Agreement/ SLA will be valid for the period of 3 year(s). Either party reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.	Repeat question.

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			terminate the Agreement as per the terms of RFP/ Agreement.		
34	23	34	<b>LIMITATION OF LIABILITY:</b> (i) The maximum aggregate liability of Service Provider, subject to clause 34 (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.	(i) The maximum aggregate liability of Service Provider, subject to clause 34 (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 value of applicable statement of work/work order/purchase order giving rise to liability claim.	Repeat question.
35	24	36	<b>DELAY IN SERVICE PROVIDER'S PERFORMANCE:</b> (iii) Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/ or termination of Contract (as laid down elsewhere in this RFP document)	(iii) Any delay in performing the obligation/ defect in performance by Service Provider may result in termination of Contract (as laid down elsewhere in this RFP document)	Repeat question.
36	26	39	Point no. iii	We propose to insert " <b>proportionately</b> " word before the word " <b>refund</b> " in sub point (c.)	Repeat question.
37	26	39	vi. Service Provider shall grant the Bank a fully paid-up, irrevocable, unlimited and 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.	vi. Service Provider shall grant the Bank a fully paid-up, irrevocable, limited and perpetual license throughout the territory of India to use software provided by Service Provider, including all inventions, designs and marks embodied therein perpetually.	Repeat question.
38	26	40	<b>LIQUIDATED DAMAGES</b>	We propose to remove this entire clause.	Repeat question.
39	29	43	<b>TERMINATION FOR DEFAULT:</b> (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, software and 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	(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, software and Services similar to those undelivered. However, Service Provider shall continue performance of the Contract to the extent not terminated.	Repeat question.

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			in cost for such similar Software Solution and/ or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.		
40	30	43	<b>TERMINATION FOR DEFAULT: (vi)</b>	We propose to remove below lines from sub point vi of Termination clause. <b>If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.</b>	Repeat question.
41	30	43	TERMINATION FOR DEFAULT	We propose to insert new provision as mentioned below in this clause. vii. <b>In the event of termination Bank is liable to make all payment of fees and expenses incurred by the Service Provider till the date of termination. The Service Provider shall also have a right to terminate the contract for breach by giving 30 days written notice to Bank.</b>	Repeat question.
42	31	45	<b>TERMINATION FOR INSOLVENCY:</b> The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.	Either party may, at any time, terminate the Contract by giving written notice to other party, if such party becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. Such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the party.	Repeat question.
43	31	46	TERMINATION FOR CONVENIENCE: (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 post the GO-LIVE date (including the notice period).	(i) Either party, by written notice of not less than 60 (sixty) 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 post the GO-LIVE date (including the notice period).	Repeat question.

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44	34	55	_____	<b>New clause:</b> Except as otherwise expressly agreed to by the Parties in writing, during the term of this Contract and for a period of one (1) year following its termination or expiration, each party agrees not to directly or indirectly or through third parties solicit or hire for employment any of the employees or consultants of the other party who were engaged in providing services, in whatsoever manner, under this Contract.	Repeat question.
45	63	Appendix J	_____	We propose to delete this provision	Repeat question.
46	82	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.	We propose to delete this clause	Repeat question.
47	83	3.5.5	Service Provider shall be liable to pay penalty at the rate mentioned in Annexure 'F' in respect of any delay beyond the permitted period in providing the Services.	We propose to delete this sub-point	Repeat question.



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48	85	6	<b>General Indemnity</b>	We propose to insert new point 6.3 as per below. <b>Bank shall, at its expense, defend, indemnify and hold harmless the Service Provider and its subsidiaries, affiliates, group companies, directors, employees, officers and agents against any third-party claims, demands, costs, liabilities of any kind whatsoever alleging that Client intellectual properties infringes any copyright, patent or other proprietary right held by any third party.</b>	Repeat question.
49	86	8	<b>TRANSITION REQUIREMENT</b>	We propose to below lines from this clause. <b>If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs. _____ (_____ only) on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.</b>	Repeat question.
50	86	9	<b>LIQUIDATED DAMAGES</b>	We propose to delete this clause	Repeat question.
51	87	12.3	<b>INTELLECTUAL PROPERTY RIGHTS</b>	We propose to insert "proportionately" word before the word "refund" in sub point 12.3	Repeat question.
52	88	12.6	Service provider hereby grants the Bank a fully paid-up, irrevocable, unlimited, perpetual, exclusive license throughout the territory of India or abroad to access, replicate, modify and use Software licensed/developed including its upgraded versions available during the term of this Agreement by Service provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.	Service provider hereby grants the Bank a fully paid-up, irrevocable, limited, perpetual, exclusive license throughout the territory of India to use Software licensed/developed including its upgraded versions available during the term of this Agreement by Service provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.	Repeat question.
53	91	17	17.1 (iii) 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 17.1 (i) to 17.1 (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	17.1 (iii) 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 17.1 (i) to 17.1 (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. <b>The Service Provider may also terminate the Agreement for cause by giving 30 days written notice to the Bank.</b>	Repeat question.

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			accordance with above clause.		
54	91	12.2	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.	Either party, by written notice of not less than 60 (sixty) 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, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	Repeat question.
55	94	21.1	<b>LIMITATION OF LIABILITY:</b> The maximum aggregate liability of Service Provider, subject to clause 21.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.	The maximum aggregate liability of Service Provider, subject to clause 21.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Cost of applicable statement of work/work order/purchase order giving rise to the liability claim.	Repeat question.
56	108	Annexure F		We propose to delete this Annexure	Repeat question.
57	50	Payment Schedule	80% of Sub-total A Line #1 20% of Sub-total A Line #1 shall be paid after 1 year of the completion of pilot phase.	First payment milestone is mentioned as 80% of Sub-total A Line #1. Will this be single payment (80% amount of subtotal A Line #1)? When exactly the payment will be released?	Payment will be made as single transaction and after submission of the appropriate invoice post completion of respective milestone.
58	43	Annexure D	NA	Do you have a preference for a cloud based solution versus an on premise solution?	The deployment will be on premise Bank's private cloud.
59	43	Annexure D	NA	What is the ITSM tool in use? Does it have the concept of a Service Portal?	Necessary information shall be provided to the selected bidder.
60	43	Annexure D	NA	Does the internal product management tool (EPM) have any API that can be used for integration	Yes, in case REST API integration is not feasible, the offline file upload facility from EPM to DevOps platform should be made available.
61	43	Annexure D	NA	The details mention that the system must be centralized. Is the tool going to be accessed from a single, organization wide network or is there a requirement for it to be accessed externally (by vendors etc.) or from different isolated networks within the organization?	Centralized deployment accessible with in the Bank's network.

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62	43	Annexure D	NA	Do all application development teams, testing teams, product management teams and ops teams use single instances of their tool-set or is there a need to support multiple instances of the tools (e.g. 100 applications built by 10 teams using 10 different Jenkins servers)	Necessary information shall be provided to the selected bidder.
63	43	Annexure D	NA	Are the environments for deployment static or dynamically created? If dynamic, what virtualization technology is used for VMs and does it have an API for provisioning?	Necessary information shall be provided to the selected bidder.
64	43	Annexure D	NA	Are any of the currently used tools (Jenkins, JIRA etc.) already integrated to SSO with AD for RBAC?	Necessary information shall be provided to the selected bidder.
65	2	pt. 6	Last date and time for Bid submission	We would like to seek the extension till Feb 2020	Please refer to our corrigendum #1
66	56	Appendix-G	Certificate of local content	This letter needs to declare only for proprietary products being used in a solution or it is also applicable for 3rd party products	This section is optional and applicable as per GOI's Make In India policy.
67	43, 44	Appendix-D, clause B, E	Diagrams	Both diagrams (point b & e) are not visible properly	Although the picture is for indicative purposes only, however the same can be shared separately over mail when contacted.
68	83	4.2.i Clause d	Service Provider shall without any additional cost, rectify the vulnerabilities observed by the Bank during security review of Code. The Code shall be comprehensively reviewed periodically by the Bank or its authorized representative.	Can we change this clause to 'Service provider shall provide the application to the bank post security review of the code with zero vulnerabilities at the time of handover however for any periodic security code review and vulnerability closure there will be an additional cost involved'	No change in the RFP terms
69	3	13	Transition Penalty - 10% of the Total Contract Value	Can we remove this clause	No change in the RFP terms
70	23	33	<b>VALIDITY OF AGREEMENT:</b> The Agreement/ SLA will be valid for the period of 3 year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.	Can we change this clause as 'The Agreement/ SLA will be valid for the period of 3 year(s). Either party reserves the right to terminate the Agreement as per the terms of RFP/ Agreement'	No change in the RFP terms
71	23	34	<b>LIMITATION OF LIABILITY:</b> (i) The maximum aggregate liability of Service Provider, subject to clause 34 (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.	Can we change this clause as '(i) The maximum aggregate liability of Service Provider, subject to clause 34 (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 value of applicable statement of work/work order/purchase order giving rise to liability claim'	No change in the RFP Terms.



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72	24	36	<b>DELAY IN SERVICE PROVIDER'S PERFORMANCE:</b> (iii) Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/ or termination of Contract (as laid down elsewhere in this RFP document)	Can we change this clause as '(iii) Any delay in performing the obligation/ defect in performance by Service Provider may result in termination of Contract (as laid down elsewhere in this RFP document)'	No change in the RFP terms
73	26	39	Point no. iii	We propose to insert " <b>proportionately</b> " word before the word " <b>refund</b> " in sub point (c.)	Bank is not seeking any IPR transfer or ownership of the proposed solution instead only licenses are required. The bank will have the IPR for all components developed in Banks premises. Hence no changes in the RFP terms.
74	26	39	vi. Service Provider shall grant the Bank a fully paid-up, irrevocable, unlimited and 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.	Can we change this clause as 'vi. Service Provider shall grant the Bank a fully paid-up, irrevocable, limited and perpetual license throughout the territory of India to use software provided by Service Provider, including all inventions, designs and marks embodied therein perpetually.	The setup, implementation and support will be at India Datacentres only, however access can be given across the globe within SBI network. Hence no change in RFP terms
75	26	40	<b>LIQUIDATED DAMAGES</b>	Can we remove this clause	No change in the RFP terms
76	29	43	<b>TERMINATION FOR DEFAULT:</b> (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, software and 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 Software Solution and/ or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.	Can we change this clause as '(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, software and Services similar to those undelivered. However, Service Provider shall continue performance of the Contract to the extent not terminated.'	No change in the RFP Terms.



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77	30	43	TERMINATION FOR DEFAULT: (vi)	Can we remove below lines from sub point vi of Termination clause? <b>If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.</b>	No change in the RFP terms
78	30	43	TERMINATION FOR DEFAULT	We propose to insert new provision as mentioned below in this clause. vii. <b>In the event of termination Bank is liable to make all payment of fees and expenses incurred by the Service Provider till the date of termination. The Service Provider shall also have a right to terminate the contract for breach by giving 30 days written notice to Bank.</b>	No change in the RFP Terms. Refer clause 43 (vi) of the RFP
79	31	45	<b>TERMINATION FOR INSOLVENCY:</b> The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.	Can we change this clause as ' Either party may, at any time, terminate the Contract by giving written notice to other party, if such party becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. Such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the party.'	No change in the RFP Terms.
80	31	46	TERMINATION FOR CONVENIENCE: (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 post the GO-LIVE date (including the notice period).	Can we change this clause as ' (i) Either party, by written notice of not less than 60 (sixty) 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 post the GO-LIVE date (including the notice period).'	No change in the RFP Terms.
81	34	55	_____	<b>Can we add New clause here as:</b> Except as otherwise expressly agreed to by the Parties in writing, during the term of this Contract and for a period of one (1) year following its termination or expiration, each party agrees not to directly or indirectly or through third parties solicit or hire for employment any of the employees or consultants of the other party who	No change in the RFP Terms. Refer Clause 24.4 of SLA "Appendix-P"

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				were engaged in providing services, in whatsoever manner, under this Contract.	
82	63	Appendix J		We propose to remove this provision	No change in the RFP terms
83	82	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.	We propose to remove this clause	No change in the RFP terms
84	83	3.5.5	Service Provider shall be liable to pay penalty at the rate mentioned in Annexure 'F' in respect of any delay beyond the permitted period in providing the Services.	We propose to remove this sub-point	No change in the RFP terms
85	85	6	<b>General Indemnity</b>	We propose to insert new point 6.3 as per below. <b>Bank shall, at its expense, defend, indemnify and hold harmless the Service Provider and its subsidiaries, affiliates, group companies, directors, employees, officers and agents against any third-party claims, demands, costs, liabilities of any kind whatsoever alleging that Client intellectual properties infringes any copyright, patent or other proprietary right held by any third party.</b>	No change in the RFP Terms.

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86	86	8	<b>TRANSITION REQUIREMENT</b>	We propose to below lines from this clause. <b>If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs. _____ (_____ only) on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.</b>	No change in the RFP terms
87	86	9	<b>LIQUIDATED DAMAGES</b>	We propose to remove this clause	Repeat question.
88	87	12.3	<b>INTELLECTUAL PROPERTY RIGHTS</b>	We propose to insert " <b>proportionately</b> " word before the word " <b>refund</b> " in sub point 12.3	Repeat question.
89	88	12.6	Service provider hereby grants the Bank a fully paid-up, irrevocable, unlimited, perpetual, exclusive license throughout the territory of India or abroad to access, replicate, modify and use Software licensed/developed including its upgraded versions available during the term of this Agreement by Service provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.	Service provider hereby grants the Bank a fully paid-up, irrevocable, limited, perpetual, exclusive license throughout the territory of India to use Software licensed/developed including its upgraded versions available during the term of this Agreement by Service provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.	Repeat question.
90	91	17	17.1 (iii) 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 17.1 (i) to 17.1 (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.	17.1 (iii) 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 17.1 (i) to 17.1 (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. <b>The Service Provider may also terminate the Agreement for cause by giving 30 days written notice to the Bank.</b>	No change in the RFP Terms.

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91	91	12.2	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.	Either party, by written notice of not less than 60 (sixty) 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, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	Repeat question.
92	94	21.1	<b>LIMITATION OF LIABILITY:</b> The maximum aggregate liability of Service Provider, subject to clause 21.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.	The maximum aggregate liability of Service Provider, subject to clause 21.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Cost of applicable statement of work/work order/purchase order giving rise to the liability claim.	No Change in the RFP terms
93	108	Annexure F	_____	We propose to remove this Annexure	No change in the RFP terms
94	43		General	What will be the target Operating System?	Necessary information shall be provided to the selected bidder.
95	43			Will Bank provide the documentation of the API's for the EPM system?	Necessary information shall be provided to the selected bidder. In case REST API integration is not feasible, the offline file upload facility from EPM to DevOps platform should be made available.
96	43	B	c	SonarQube open source will not support Cobol, SAP hence an extra plugin is required, which is per year licensed on line of code. Will Bank pay for those licenses?	Licenses for the commercial products (marked in the RFP as to be arranged by the Bank) will be provided to the selected bidder. Any additional licenses required to meet the scope of the RFP is to be factored by the bidder.
97	43	B	c	Will Bank provide the Infrastructure VM/OS (PR And DR) and supporting tools with good configuration?	Infrastructure will provide on premise Bank's private cloud.
98	43	C		Are we going to use all the Jira products? Like Core, Ops etc. Do we need integration between Jira & EPM?	In case REST API integration is not feasible, the offline file upload facility from EPM to DevOps platform should be made available.
99	43			Do we need automation tool to provision developer machines?	No
100	43			Is Git deployed on-premises or using any cloud hosted platform like Git Hub?	On-premise Bank's private cloud





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101	43		Nexus	Who will manage the Nexus license? It's not marked under company managing licenses. Or will use Nexus OSS? Does bank already have Plugins for Jenkins?	We prefer to use OSS and will evaluate the need of commercial license at a later stage which shall be provided by the Bank.
102	43		Maven	Can we have Microsoft build tools too? Or only Maven will be used?	Bidders are free to suggest alternate/ additional tools to meet the RFP scope of work. Please refer to Appendix-D Clause B.d of our RFP in this regards.
103	43		ELK	Any specific reason to use ELK stack, while we have Nagios for logs monitoring too? Nagios runs on CentOS or RHEL operating systems only	Bidders are free to suggest alternate/ additional tools to meet the RFP scope of work. Please refer to Appendix-D Clause B.d (Page No.43) of our RFP in this regards.
104	44	B	e	Can the Diagram be shared ( text is not readable)	Although the picture is for indicative purposes only, however the same can be shared separately over mail when contacted.
105	44	B	h	Are the application web based and desktop based? If desktop based, are we suing install shield for Packaging?	Necessary information shall be provided to the selected bidder.
106	44	B	h	SSL Certificate would be provided?	Yes
107	44	C	c	Do we need to support Build / release after office hours?	The information is already available in the RFP.
108	44	L		The platform should be able to provide a common comprehensive reporting dashboard as part of "continuous measurement" to enable the Bank to monitor the adoption and implementation.  Details of KPIs for the continuous measurement have not been shared. Can the same be shared?	Please refer to Appendix-E Table - B Platform Compliance for the required details.
109	44	i		The platform should be able to help application owners to automate unit testing, functional testing and non-functional testing (e.g. performance test, security test) and integrate them into the pipeline.  Is platform expected to provide the frameworks for the testing or it is expected only to integrate the pipeline components for these testing activities	Yes, the bidder needs to provide the framework along with tools. However, the capabilities are to be made available in self-service mode.
110	45		Task list of onsite resource	Can security and compliance requirements be shared?	Necessary information shall be provided to the selected bidder.
111	45	4		IF the Infra on cloud ( need an AD server in cloud as well)	Not relevant to the scope of the RFP.
112	45	g	1	Do we need to manage upgrades, fixes?	Yes
113	45	4		For integrating SSO and access to Bank's email system, we need port to be opened, connectivity between Dev-ops infra to the other networks with in the bank. Will bank provide all the required?	Necessary information shall be provided to the selected bidder.
114	45	2		Need clarification for the test in bold "Create, implement, setup, maintain and upgrade/ update the centralized DevOps platform as well as the associated toolsets identified by the Bank at PR, DR as well as UAT locations as decided by the Bank. Wherever applicable, recommend and refine the infrastructure sizing"	Necessary information shall be provided to the selected bidder.

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115	46	4		Need clarification for the test Bank's platforms like SOC, PIMS	Necessary information shall be provided to the selected bidder.
116	46	13		Would VAPT and other compliance scripts be provided?	Yes. However, executing and fixing the findings will be bidder's responsibilities.
117	46			Will bank provide Authorization matrix for access permission to devops tools?	Yes
118	46			Do we need to define repository access policy? Or will the bank share the policy and procedure.	Yes, however bidder may propose the model policy which may be accepted after mutual agreement.
119	50	a		HP Fortify will be on premise or cloud	On-premise Bank's private cloud
120	General			Is the bank considering on premise infra or on cloud?	Bank's private cloud infra
121	53	Appendix F	Indicative Price Bid	can you clarify on 30 % of Grand total for Implementation part	Bank will provide 30 % cost of the project after completion of the all milestones. Please refer Table A page no.53 in the RFP.
122	54	Summary of Indicative Quote:	Variation in the final price should not exceed +/- 5%.	Can you please elaborate this further, over & above the illustration mentioned in RFP	It is required as the same percentages will be used by the selected bidder for the final price break-up, after the RA.
123	55	Appendix F	Illustration table	Could you elaborate on the calculations mentioned here	The table is only for representative purposes.
124	98	Annexure	Annexure	Kindly confirm that Annexure are the forms that will used during project execution and need not be considered for RFP submission	Yes
125	39	Appendix B	Point no 5 Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects globally. -Start and End Date of the Project to be mentioned. -At least 3 client references are required.	Can we change this clause as: Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects globally? -Start and End Date of the Project to be mentioned. -At least 2 client references are required.	Please refer to our corrigendum #1
126	50	A. Tools Compliance B. Platform Compliance	Technical and Functional Specifications	Expleo assumes the source control to be managed using Bitbucket or GitLab or GitHub. Please specify if any other tools are used.	The list of suggested tools is already mentioned in the RFP.
127	50	A. Tools Compliance B. Platform Compliance	Technical and Functional Specifications	Request bank to specify which object repository being used e.g. Nexus.	The required information is already mentioned in the RFP document.
128	50	A. Tools Compliance B. Platform Compliance	Technical and Functional Specifications	Please specify list of technologies that are used by applications to be on-board to DevSecOps platform.	Please refer to Appendix-D Clause B.a.iv at page #42 of the RFP page.
129	50	A. Tools Compliance B. Platform Compliance	Technical and Functional Specifications	Please confirm whether the DevSecOps platform should support Cloud deployment. If so, kindly share the cloud provider details	Necessary information shall be provided to the selected bidder.
130	50	A. Tools Compliance B. Platform Compliance	Technical and Functional Specifications	Please confirm whether DevSecOps platform needs to support mainframe application?	No, Please refer to Appendix-D Clause B.a.iv at page #42 of the RFP page for more details.
131	50	A. Tools Compliance	Technical and Functional Specifications	Request bank to provide the approximate count of applications to be on-boarded onto DevOps Platform	Please refer to Appendix-D Clause E.i at page #48 of the RFP page.

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		B. Platform Compliance			
132	50	A. Tools Compliance B. Platform Compliance	Technical and Functional Specifications	Expleo Assumes the application docker images will be provided by respective application team	Currently no applications are live on containers.
133	42	B. Detailed Description of Deliverables:	Scope of work	Request bank to clarify whether the <b>ownership of the applications and testing services</b> moving into the devops platform will still be with the bank <b>OR</b> the same will be transferred to the devops platform implementation vendor ?  <b>In case the test automation and test services has to be performed by the devops platform implementation vendor, request bank to respond to the below clarifications (from 9 to 39)</b>	The platform is to be accessed by the respective application owners in self-service mode. Ownership of the applications stays with respective application owners
134	42	B. Detailed Description of Deliverables:	Scope of work - Test Automation	Please confirm if creation of Test Automation pack needs to be included as part of scope of work or is there any existing Automation pack available with the bank which needs to be included in the DevSecOps pipeline	The capabilities are to be made available in self-service mode.
135	42	B. Detailed Description of Deliverables:	Scope of work - Test Automation	In case the bank would like to use the existing automation pack, We would expect bank to share the existing framework in order to assess whether the same can be included as part of CT	The capabilities are to be made available in self-service mode.
136	42	B. Detailed Description of Deliverables:	Scope of work - Test Automation	We assume that automation will be only for Web applications in scope as the tool mentioned in the document is 'Selenium'. Please confirm	The applications will be both on web-based as well as mobile based.
137	42	B. Detailed Description of Deliverables:	Scope of work - Test Automation	For Test Automation, request bank to provide the following details. a. Number of applications, their purpose and technology for automation b. Number of screens at a very high level c. Approximate number of scripts to be automated	The capabilities are to be made available in self-service mode.
138	50	A. Tools compliance	Tools Compliance	We understand from the RFP that the actual tools and license proposed for the engagement will be arranged / procured by the bank. Please confirm whether the bank will manage the licenses for any alternative tool-set proposed by the devops vendor.	The tools where licenses are arranged by the Bank is already marked in the RFP. Rest of the tools (open-source or licensed) are to be arranged by the bidders.
139	48	F. Regulatory and security Requirements:	As defined in Bank's policy and guidelines from time to time. The solution deployment will be subjected to Security Review	Request bank to share the existing Regulatory and security processes beforehand so that suitable architecture/solution/tools can be considered.	Necessary information shall be provided to the selected bidder.
140	48	G. Training	The Bidder should provide online tutorials, video and e-learning lessons	Please confirm whether bank will provide necessary infrastructure and access to the same for storing and sharing training materials/tutorial	Yes

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141	48	E. Scalability Requirements	The platform/ solution/ architecture should be able to support and scale to on board minimum 100 applications over the duration of the contract period.	Request bank to provide the overall list of applications along with the % based on application criticality towards business and volumes, which has to be on boarded to the Devops Platform	Necessary information shall be provided to the selected bidder.
142	42	B. Detailed Description of Deliverables:	Scope of work - Performance Testing	How many applications are to be ported into the platform that would require Performance Testing Services?	Necessary information shall be provided to the selected bidder.
143	42	B. Detailed Description of Deliverables:	Scope of work - Performance Testing	What is the protocol mix between applications? Please mention the various application protocols	Necessary information shall be provided to the selected bidder.
144	42	B. Detailed Description of Deliverables:	Scope of work - Performance Testing	What is the average number of releases done for applications on a yearly basis?	Necessary information shall be provided to the selected bidder.
145	42	B. Detailed Description of Deliverables:	Scope of work - Performance Testing	In a quarterly basis, how many releases would require Performance Testing?	Necessary information shall be provided to the selected bidder.
146	42	B. Detailed Description of Deliverables:	Scope of work - Performance Testing	In a half yearly and yearly basis, how many application require Performance Testing?	Necessary information shall be provided to the selected bidder.
147	42	B. Detailed Description of Deliverables:	Scope of work - Performance Testing	What is the average concurrency expected out of the applications that are considered high critical for business?	Necessary information shall be provided to the selected bidder.
148	42	B. Detailed Description of Deliverables:	Scope of work - Performance Testing	Apart from open source tools, can commercial tools be used for proposing solution designing?	Please refer to Appendix-D Clause B.d at page #43 of the RFP page.
149	42	B. Detailed Description of Deliverables:	Scope of work - Performance Testing	Should legacy and sundown applications be considered under performance testing if criticality is high?	Necessary information shall be provided to the selected bidder.
150	42	B. Detailed Description of Deliverables:	Scope of work - Performance Testing	On average how many applications are foreseen to have Performance Testing in parallel?	Necessary information shall be provided to the selected bidder.
151	Generic	B. Detailed Description of Deliverables:	Scope of work - Data Testing	What are the critical applications for which Test Data Management is expected to be established	Necessary information shall be provided to the selected bidder.
152	Generic	B. Detailed Description of Deliverables:	Scope of work - Data Testing	What are the application databases for which Test Data Management is expected to be established?	Necessary information shall be provided to the selected bidder.
153	Generic	B. Detailed Description of Deliverables:	Scope of work - Data Testing	Please confirm the availability of Logical & physical data model for the application database identified in scope for TDM	Necessary information shall be provided to the selected bidder.
154	Generic	B. Detailed Description of Deliverables:	Scope of work - Data Testing	Please confirm the availability of table to application fields mapping for the application in scope for TDM	Necessary information shall be provided to the selected bidder.
155	Generic	B. Detailed Description of Deliverables:	Scope of work - Data Testing	Please provide tentative schedule/frequency of data refresh will happen to copy production data to test environment?	Necessary information shall be provided to the selected bidder.
156	Generic	B. Detailed Description of Deliverables:	Scope of work - Data Testing	What is the size of production data? Would entire production data be refreshed or only thin subset of data would be extracted to QA environment	Necessary information shall be provided to the selected bidder.
157	Generic	B. Detailed Description of Deliverables:	Scope of work - Data Testing	Please provide the current architecture/process how production data would be moved to respective QA environments via Gold Copy.	Necessary information shall be provided to the selected bidder.
158	Generic	B. Detailed Description of Deliverables:	Scope of work - Data Testing	Please provide the data related tools and their version details associated with SBI. For Ex., Oracle, MSSQL, Mainframe DB2...	Necessary information shall be provided to the selected bidder.



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159	Generic	B. Detailed Description of Deliverables:	Scope of work - Data Testing	What are the tools associated with Test data management already in place with the SBI?	Necessary information shall be provided to the selected bidder.
160	Generic	B. Detailed Description of Deliverables:	Scope of work - Data Testing	Please provide the approximate number of tables/files and columns involved in each of the applications	Necessary information shall be provided to the selected bidder.
161	Generic	B. Detailed Description of Deliverables:	Scope of work - Data Testing	Please confirm the volume of data that are required to be generated across each applications	Necessary information shall be provided to the selected bidder.
162	Generic	B. Detailed Description of Deliverables:	Scope of work - Data Testing	What are the different other formats of data apart from databases, are there any files. Please confirm whether the synthetic data should be generated in the table / files. If files, please specify the formats involved	Necessary information shall be provided to the selected bidder.
163	Generic	B. Detailed Description of Deliverables:	Scope of work - Data Testing	Please confirm whether the production data can be used in QA environment by applying masking technique.	Necessary information shall be provided to the selected bidder.
164	Generic	B. Detailed Description of Deliverables:	Scope of work - Data Testing	We understand the SBI will permit the testing team to use open source tools for bulk data generation, data masking, data provisioning etc. as part of TDM process, or else please confirm whether we have to use only proprietary tools such as Informatica TDM, CA Test Data Manager etc.	Necessary information shall be provided to the selected bidder.
165	2	Schedule of Events	Last date and time for Bid submission: Up to 3:30 PM (time) on 31.01.2020 (date)	Considering the magnitude of the RFP and the information required, <b>request bank for extension of the bid submission timeline</b> . This will help us to come with robust and best-fit solution response, covering all aspects of the RFP.	Please refer to our corrigendum #1
166	73	Secure Practices Self Certification	Appendix N	The Solutions proposed by Expleo does not include supply of any applications. Request Bank to confirm if Appendix N is still applicable for Expleo	No changes in the RFP terms
167	75	Manufacturers	Appendix O	The Solutions proposed by Expleo will be based on Open Source tools & we understand from RFP that all required Hardware will be provided by the Bank. Request Bank to Confirm if Appendix O is still applicable for Expleo	Yes, This appendix is optional and to be filled up by participants who are proposing licensed tools/ platform.
168	Generic	Generic	REQUEST FOR PROPOSAL FOR PROCUREMENT OF DEVOPS AUTOMATION PLATFORM	RFP title has changed from DevSecOps to DevOps platform. Is there any specific reason for the same?	Not relevant to the scope of the RFP.
169	45	Appendix D - A. Description of Solution and Services	Create, implement, setup, maintain and upgrade/ update the centralized DevOps platform as well as the associated tool sets identified by the Bank at PR, DR as well as UAT locations as decided by the Bank.	Please confirm all PR/DR /UAT locations can be done from Project office in Mumbai	Necessary information shall be provided to the selected bidder.



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170	42	Appendix D - A. Description of Solution and Services	Provide platform to implement Bank-wide centralized DevSecOps framework which would be able to provide orchestration layer for the end-to-end DevSecOps pipeline using primarily the open-source tool sets identified by the Bank. It should have self service capability for end users.	We would like to know what all Self-Service Capabilities that Bank is seeking from the platform.	The information is already mentioned in the RFP document.
171		Appendix D - A. Description of Solution and Services	a) Platform should be able to support activities of: ii. Deployment on traditional hardware, VM based, Container (Docker/ Kubernetes) based architecture.	1. We assume that all infra required for transforming platforms to cloud, Kubernetes etc. will be provided by the Bank 2. Please provide details on 2 Pilot Applications which is the architecture and technology 3. Also confirm on the breakup of 100 applications in each hardware.	Necessary information shall be provided to the selected bidder.
172	45	Appendix D - A. Description of Solution and Services	Create, implement, setup, maintain and upgrade/ update the centralized DevOps platform as well as the associated toolsets identified by the Bank at PR, DR as well as UAT locations as decided by the Bank.	Please confirm there will be Min 3 and Max 5 setups per application to be considered. What is UAT location we presume all activities are centralised from Mumbai locations	Necessary information shall be provided to the selected bidder.
173	43	B. Description of Deliverables	The platform should be able to stitch together the following combination of preferably Open-Source (OSS) and/or Licensed Tools to implement the end-to-end CI/CD/CT pipeline spanning across multiple development environments and multiple network regions as detailed below	1. In Case EPM Tool requires changes, we assume bank will do the required changes for same to integrate with DevSecOps pipeline using REST API. Kindly confirm 2. Is Integration between JIRA and EPM and JIRA and Git available with the bank? If no, will bank support to develop API required	1. Yes, in case REST API integration is not feasible, the offline file upload facility from EPM to DevOps platform should be made available. 2. Selected Bidder has to develop the integration between JIRA and GIT.
174	45	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	g) Tasks list of onsite resources for Product Support: 5. The DevSecOps platform should integrate with Bank's platforms like SOC, PIMS, NOC, Command Centre, ITAM, ADS, ITSM etc. to meet security and compliance requirements as and when required.	1. Kindly let us know the detailed use case for integration requirement with Bank's platform like SOC, PIMS, NOC, etc? Is there any API available to integrate these applications? Please share the detailed functionalities of these tools? 2. Please share details of application i.e. SOC, PIMS, NOC, Command Centre, ITAM, ADS, ITSM and whether bank has APIs available for Integration 3. Can you provide more details in terms of	Necessary information shall be provided to the selected bidder.

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				Architecture Diagram, where Integration is required	
175	45	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	Scope Of Work: A. Description of Solution and Services: To consult and assist various IT departments in switching/ migrating and on boarding/ adoption of existing/ new applications on to the core DevSecOps platform. They shall be able to provide enablement sessions to the IT Departments	The document mentions switching/migrating. Are there any in-house tools that contribute to CI/CD that must be migrated from legacy to the new systems? If so then how many tools and do they involve a learning curve (build and deploy instructions etc.)?	Necessary information shall be provided to the selected bidder.
176	43	Appendix D - Scope of Work and Payment Schedule Description of Deliverables	C :) The platform should be able to stitch together the following combination of Open-Source (OSS) and/or Licensed Tools to implement the end-to-end CI/CD/CT pipeline spanning across multiple development environments and multiple network regions as detailed below:	Does the tools managed by the SBI namely EPM, HP Fortify & App Monitoring support Restful API for integration? If not what kind of integration API is supported by these tools	Yes, in case REST API integration is not feasible, the offline file upload facility from EPM to DevOps platform should be made available.
177	19	26-services	Please confirm if the bidder is to provide Hardware or recommend hardware sizing. Please confirm whether the bidder is to provide maintenance support for the hardware?	Please confirm if the bidder is to provide Hardware or recommend hardware sizing. Please confirm whether the bidder is to provide maintenance	Hardware sizing needs to be suggested by the selected bidder. OS related Patches and upgrade will take care by the Bank rest will take care by the bidders.
178	74	Appendix N	8. The solution adheres to Evaluation Assurance Level (EAL) level 5 or more	Proposed DevOps solution is to be built via Open Source Software's and tools, In this case what is the scope for EAL certification.	This appendix is optional and to be filled up by participants who are proposing licensed tools/ platform.
179	3	13	Transition Penalty - 10% of total transition cost	Request for deletion of this clause, as bank already have the right for Liquidation Damages in case of any delay.	No change in the RFP terms
180	3 18	14 24	20% of the Platform (i.e. Setup and Implementation) Cost  Bank Guarantee	1. Performance guarantee (PBG) to be provided at 10% of annual contract value and shall be renewed yearly at 5% of relevant subsequent year's contract value. 2. Customer shall invoke the PBG only on occurrence of material breach and after providing 30 days cure period to the bidder to rectify the material breach for which the PBG is sought to be invoked.	No change in the RFP terms
181	13	13 13 (ii)	(i) Bid shall remain valid for duration of 6 calendar months from Bid submission date. Price quoted by the Bidder in Reverse auction shall remain valid for	Bid shall remain valid for duration of 3 calendar months from Bid submission date. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 1 calendar month from the date of conclusion of RA.	No change in the RFP terms

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			duration of 6 calendar months from the date of conclusion of RA.		
182	21 64	28 Appendix J	Penalties Penalties & SLA Terms	The overall SLA penalties shall be capped at 5% of the applicable monthly fee.	Please refer to our corrigendum #1
183	22	31	Right to Audit	Cost of any audit required shall be borne by the bank.	Yes
184	26	40	Liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost.	Liquidated damages should be applicable only in the event of delay in delivery solely attributable to the Bidder and should be computed at the rate of 0.5% of the value of the affected service or product per week subject to the maximum of 5% of the value of affected service or product.	Please refer to our corrigendum #1
185	29	43 (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, software and 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 Software Solution and/ or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.	The liability of DXC shall be limited to incremental costs not more than 10% of the value of delayed/defaulted deliverables.	No change in the RFP Terms.
186	29	43 (vi)	If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank	Request for deletion of this clause.	No change in the RFP terms
187	31 93	46 17.2	Termination for Convenience	Request for deletion of this clause, as bank already have the right to terminate in case of any default.	No change in the RFP terms
188	49	Appendix D (K)	Payment Schedule	Please make the following changes in payment terms (1) Commissioning of platform & tool-sets and formation of CoE including Closure of Security review findings (GO-LIVE stage) a) 30% within 4 weeks from the date of PO. b) 40% within 8 weeks from the date of PO. c) 30% within 16 weeks from the date of PO. (2) Pilot Phase a) 70% payment shall be made within 6 weeks from the date of go-live. b) 30% payment shall be made on completion of pilot.	No change in the RFP terms

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				(3) On-Site Support - Payment shall be made basis monthly in arrears.	
189	55	Appendix F	# The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the successful Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%.	Request for deletion of this clause as the proportion to total cost percentage mentioned here might change beyond +/- 5% depending upon the negotiations with OEM during reverse auction.	No change in the RFP terms
190	NA	NA	Additional Clause	Bidder seeks right to terminate or suspend services in the event of delay in payment of undisputed invoice.	No change in the RFP terms
191	3	Schedule of Events	13 Transition Penalty 10% 14 Bank Guarantee of the Total Contract Value 20% of the Platform (i.e. Setup Implementation) Cost and Performance Security in form of BG should be valid for 5 year(s) and three months from the effective date of the Contract.	Transition not applicable to this project & hence no transition penalty applicable PBG shall be 10% of total Contract value on year to year basis	No change in the RFP terms
192	6	Invitation to Bid	The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP	The interested Bidders who agree to all the terms and conditions contained in this RFP along with their assumptions may submit their Bids with the information desired in this RFP	No change in the RFP terms
193	9	Invitation to Bid	Clarifications/ amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/ clarifications, if any, issued by the Bank will be binding on the participating Bidders.	Bidder response shall adequately cover with applicable prerequisite. Bidder also suggest Bank scope of responsibilities shall be as enumerated at clause 5 of the legacy agreement signed with SBI dated 30th April 2016.	Prior engagements agreements with the Bank will not be considered.
194	10	Invitation to Bid	iii. The EMD should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of EMD in the designated account should be enclosed with the technical bid.	Bidder shall be given BG towards EMD	No change in the RFP terms

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195	10	Invitation to Bid	viii. The EMD may be forfeited:- (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or <b>(b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool;</b> or (c) if a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of Contract; or (d) if the successful Bidder fails to accept Purchase Order and/or <b>sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.</b>	We hereby submit that in the event EIT is short listed as the successful Bidder, the contract to be entered into between the parties shall be a mutually accepted Agreement (as per existing contract dated 30th April 2016).	Prior engagements agreements with the Bank will not be considered.
196	18	24. Bank Guarantee:	Breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.	Bank shall grant cure period of 30 days before invoking PBG	No change in the RFP terms
197	22	31. Right to Audit:	The Bank reserves the right to call for and/ or retain any relevant information/ audit reports on financial and security review with their findings undertaken by the Service Provider. However, Service Provider shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).	Financial data pertaining to Bidders cost shall be excluded as enumerated in the earlier signed legacy agreement	No change in RFP Terms. Refer Clause 31 (iii) of the RFP.
198	23	32. Subcontracting:	As per scope of this RFP, sub-contracting is not permitted.	As per scope of this RFP, sub-contracting shall be permitted after obtaining Bank's prior approval.	No Change in the RFP Terms



PREBID QUERIES AND BANK'S RESPONSES

199	23	34. Limitation of Liability:	<p>i. The maximum aggregate liability of Service Provider, subject to clause 34 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/ Agreement shall <b>not exceed the total Project Cost</b>. ii. Under <u>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</u>. 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,</p>	<p>Bidder requests that the total cumulative liability of the Bank in the last 12 months, before the event that gave rise to the liability occurs as enumerated in the legacy agreement signed with SBI</p>	<p>No change in the RFP Terms.</p>
200	23	34. Limitation Of Liability:	<p>(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.</p>	<p>This shall be restricted to bidder's scope of work only as per agreed terms &amp; conditions of contract &amp; such guidelines are mutually agreed to both the Parties as enumerated in the scope of work as enumerated in the legacy agreement signed with SBI dated 30th April 2016.</p>	<p>Prior engagements agreements with the Bank will not be considered.</p>

PREBID QUERIES AND BANK'S RESPONSES

201	25	39. Intellectual Property Rights And Ownership:	<p>iii. Subject to clause 39 (iv) and 39 (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 cost, 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 use of the technology/ software/ products or any part thereof in India or abroad, for Software licensed/ developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this RFP/ Agreement.</p>	<p>1) Bank shall not make any admission of claims causing prejudice to the defence of the bidder against such claims without the bidder's prior written consent and bank co-operates with Bidder in such defence and settlement. Refer legacy agreement signed with SBI. 2) Such breach shall be waived if it is solely due to omission / fault of SBI or its contractor as enumerated in the legacy agreement signed with SBI dated 30th April 2016.</p>	<p>No change in the RFP Terms. Refer Clause 39 (iv) of the RFP.</p>
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PREBID QUERIES AND BANK'S RESPONSES

202	26	39. Intellectual Property Rights And Ownership:	vi. Service Provider shall grant the Bank a fully paid-up, irrevocable, unlimited and 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.	Licensing provisions shall be as per OEM Licensing conditions	No change in the RFP terms
203	26	40. Liquidated Damages:	If the Service Provider fails to deliver product and/ or perform any or all the Services within the stipulated time, schedule as specified in this RFP/ Agreement, the Bank may, without prejudice to its other remedies under the RFP/ Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	1) Bank may deduct from the Contract Price, as liquidated damages, a sum equivalent to <b>0.5%</b> percent per week <b>of delayed portion of products, services etc</b> or part thereof Purchase Order value subject to maximum deduction of 5% of the Purchase Order Value. 2) Contract may be terminated only for material breach along with cure period. Propose: 1) In the event of Termination, EIT will invoice and Bank will pay in respect of any Services already performed until the termination date as per the payment terms of this Agreement along with agreed Termination Exit fees	No change in the RFP Terms.
204	29	43. Termination For Default:	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: (a) If the 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; (b) If the Service Provider fails to perform any other obligation(s) under the RFP/ Agreement; (c) Violations of any terms and conditions stipulated in the RFP; (d) On happening of any termination event mentioned in the RFP/ Agreement.	1) In the event of termination, Bidder shall be paid all undisputed amount to the extent of services rendered as enumerated in the legacy agreement signed with SBI. 2) Bidder suggest deletion of point (c) Violations of any terms and conditions stipulated in the RFP as it is very wide	Prior engagements agreements with the Bank will not be considered.

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205	29	43. Termination For Default:	<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, software and 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 Software Solution and/ or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.</p> <p>vi. In the event of failure of the 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</p>	<p>In case, any genuine estimated loss and damage likely to be suffered and incurred by the Bank in such circumstances shall be limited to 10% of the differential for that particular offending breach.</p>	No change in the RFP Terms.
206	30	43. Termination For Default:	<p>Right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall</p>	<p>1) Bank shall pay EIT fees for all mutually agreed transition services satisfactorily rendered as enumerated in the legacy agreement signed with SBI.</p> <p>2) If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.</p>	No change in the RFP Terms.

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			be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.		
207	31	46. Termination For Convenience:	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 post the GO-LIVE date (including the notice period). 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.	In the event of termination, Bidder shall be paid all undisputed amount to the extent of services rendered as enumerated in the legacy agreement signed with SBI.	No change in the RFP Terms.
208	32	50. Taxes And Duties:	vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.	In the event Bidder pays for the stamp duty, the original stamped contract copy shall be retained by the Bidder	No change in RFP Terms. However, it is clarified that the original Agreement will be retained with the Bank and Counterpart of the Agreement may be shared with the successful bidder at its own expenses or cost.
209	36	Appendix-A Bid Form (Technical Bid)	We shall abide by the terms and conditions spelt out in the RFP.	We agree and undertake to abide by the bid terms of Bank subject to assumptions as set forth in our bid response	Assumptions/ deviations will not be accepted.
210	37	Appendix-A Bid Form (Technical Bid)	vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at Appendix-P of this RFP	vii. We agree to abide by all the RFP terms and conditions subject to assumptions as set forth in our bid response, contents of Service Level Agreement as per template available at Appendix-Q of this RFP which shall be mutually agreeable	Assumptions/ deviations will not be accepted.



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211	37	Appendix-A Bid Form (Technical Bid)	x. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.	x. Till execution of a formal contract, the RFP along with the assumptions as set forth in the bid response, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.	Assumptions/ deviations will not be accepted.
212	38	Appendix-A Bid Form (Technical Bid)	xvi. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract. xvii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.	xvi. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a mutually agreed contract in the prescribed form and we shall be solely responsible for the due performance of the contract. xvii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document along with the assumptions as set forth in our bid response.	Assumptions/ deviations will not be accepted.
213	58	Appendix -H Bank Guarantee Format	we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform/ fulfil its commitments/ obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and not withstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI not exceeding Rs._____/ - (Rupees _____only). 2. Any notice/ communication/ demand from SBI to the effect that Service Provider has failed to fulfil its commitments/ obligations in respect of	PBG format shall be as per as per existing PBG's being issued by Bidder	No change in the RFP terms

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			rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.		
214	65	Appendix-J Penalties & SLA Terms	12. If, in any month, the BIDDER does not fulfil the provisions of clauses (b), (c), (d), (e) and (f) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the BIDDER was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the BIDDER shall refund the amount forthwith to Bank on demand by Bank. 13. On account of any negligence, commission or omission by the engineers of the BIDDER and if any loss or damage caused to the product(s), the BIDDER shall indemnify/ pay/ reimburse the loss suffered by the BANK.	13. On account of any gross negligence, commission or omission by the engineers of the BIDDER and if any loss or damage caused to the product(s), the BIDDER shall indemnify/ pay/ reimburse the loss suffered by the BANK.	No change in the RFP Terms.
215	81	Appendix-P Service Level Agreement	3.2 All duties and taxes (excluding 7% GST or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank	Excluding GST	Yes

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216	82	Appendix-P Service Level Agreement	Shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. _____ <insert tax payable by the Bank> or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.	In the event Bidder pays for the stamp duty, the original stamped contract copy shall be retained by the Bidder	No change in the RFP terms
217	83	Appendix-P Service Level Agreement	LIABILITIES/OBLIGATION 4.1 The Bank's Duties /Responsibility(if any)	1) Bidder suggest gen SBI Responsibilities to be enumerated as per legacy agreement signed with the Bank. 2) Bidder propose - adding appropriate relief event/savings clause to enable Bidder's ability to obtain schedule adjustments or financial relief in case of delay / inaction attributable to Bank 3) When Bank acts and omissions or other circumstances delay, disrupt or prevent Bidder's performance, Bidder shall accordingly (i) extend delivery and milestone dates, (ii) be compensated for additional costs if incurred, and (iii) be paid for additional service performed due to such act & omission of the Bank	No change in the RFP Terms.
218	85	Appendix-P Service Level Agreement	6. GENERAL INDEMNITY 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) Service 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. 6.2 Service provider hereby undertakes the	The Contract shall be mutually agreed based on the legacy agreement with the Bank	Prior engagements agreements with the Bank will not be considered.

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			responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. The Bank shall report as far as possible all material defects to Service provider without undue delay. Service provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.		
219	86	Appendix-P Service Level Agreement	<p>The Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs. _____ (_____ only) on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. Transition &amp; Knowledge Transfer plan is</p>	The Contract shall be mutually agreed based on the legacy agreement with the Bank.	Prior engagements agreements with the Bank will not be considered.

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			mentioned in Annexure G.		
220	87	Appendix-P Service Level Agreement	11. SUB CONTRACTING As per the scope of this Agreement sub-contracting is not permitted	Bidder shall apply to Bank for permission for sub-contracting which shall not be reasonably with-held	No Change in the RFP Terms
221	87	Appendix-P Service Level Agreement	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 cost, 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 use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied;	The Contract shall be mutually agreed based on the legacy agreement with the Bank	Prior engagements agreements with the Bank will not be considered.
222	87	Appendix-P Service Level Agreement	(a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this Agreement	The Contract shall be mutually agreed based on the legacy agreement with the Bank	Prior engagements agreements with the Bank will not be considered.



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223	88	Appendix-P Service Agreement Level	12.6 Service provider hereby grants the Bank a fully paid-up, irrevocable, unlimited, perpetual, exclusive license throughout the territory of India or abroad to access, replicate, modify and use Software licensed/developed including its upgraded versions available during the term of this Agreement by Service provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually. 12.7 Software licensed/ developed as part of this Agreement can be put to use in all offices of the Bank	The Contract shall be mutually agreed based on the legacy agreement with the Bank	Prior engagements agreements with the Bank will not be considered.
224	91	Appendix-P Service Agreement Level	17. TERMINATION 17.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part: i. 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; ii. If Service Provider fails to perform any other obligation(s) under the Agreement; iii. Violations of any terms and conditions stipulated in the RFP; iv. 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 17.1 (i) to 17.1 (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. 17.2 The Bank, by written notice of not less	The Contract shall be mutually agreed based on the legacy agreement with the Bank	Prior engagements agreements with the Bank will not be considered.

**PREBID QUERIES AND BANK'S RESPONSES**

			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. 17.3 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		
225	92	Appendix-P Service Agreement Level	Manner, as it deems appropriate, software or services similar to those undelivered and subject to clause 21 Service Provider shall be liable to the Bank for any excess costs for such similar software or services. However, Service provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.	The Contract shall be mutually agreed based on the legacy agreement with the Bank	Prior engagements agreements with the Bank will not be considered.

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226	93	Appendix-P Service Level Agreement	Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service Provider's obligations will 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 mutually agreed between the parties. In any case in which Service Provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for	The Contract shall be mutually agreed based on the legacy agreement with the Bank	Prior engagements agreements with the Bank will not be considered.
227	100	Annexure-A Deliverables / Scope Of Work	c) Terminate this Agreement for cause in accordance with Clause 17 (except that the Bank is under no obligation to provide Service provider any further opportunity to cure) and recover its damages as set forth in this Agreement.	The Contract shall be mutually agreed based on the legacy agreement with the Bank	Prior engagements agreements with the Bank will not be considered.

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228	22	26 : Services	vi. Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ Operating System/ Middleware etc. as and when released by Service Provider/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.	Our understanding is that copy of the software patches/upgrades for licenses software needs to provide by the Bank. For Open Source Tools vendor can download from internet and use the same. Please confirm.	Yes
229	22	26 : Services	viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.	Our Understanding is that underlying HW and SW (e.g. Virtual Machines, RAM, Storage, OS licenses) to host the Tools and Platform will be provided by the Infrastructure team of the Bank. Infra Team of bank will also support and manage the HW and SW during the contract period. Our Understanding is that Vendors can suggest the required HW and SW requirements to host the tools and platforms to the bank. Please confirm the same.	The required hardware sizing is to be suggested by the selected bidder. OS related Patches and upgrade will take care by the Bank rest will take care by the bidders.
230	44	B. Detailed Description of Deliverables:	b) The platform should be able to demonstrate and achieve centralized DevOps practices which includes, but not limited to, as shown in the following diagram:	Please share the copy of the diagram separately since it is not clearly visible.	Although the picture is for indicative purposes only, however the same can be shared separately over mail when contacted.
231	44	Detailed Description of Deliverables:	iv. Development using multiple technologies, but not limited to .NET, Java, Angular, PHP, Python, COBOL, SAP.	Our understanding is that Bank will need provide to additional licensed and open source tools to support technologies beyond Java since the tools mentioned in the RFP may not suffice. Please confirm. Request the Bank also to give a breakup of applications across each of the technologies.	1. Additional licenses for the commercial products (marked in the RFP to be provided by the Bank) will be provided to the selected bidder. 2. For open-source products, Please refer to Appendix-D Clause B.d at page #43 of the RFP page.  Necessary information shall be provided to the selected bidder.
232	45	B. Detailed Description of Deliverables:	c) The platform should be able to stitch together the following combination of preferably Open Source (OSS) and/or Licensed Tools to implement the end-to-end CI/CD/CT pipeline spanning across multiple development environments and multiple network regions as detailed below:	Our understanding is that license of all the commercial tools (e.g. JIRA, HP Fortify, HP Web inspect, Application Monitoring tool) mentioned in the table for this clause will be provided by the bank. Please confirm.	Additional licenses for the commercial products (marked in the RFP to be provided by the Bank) will be provided to the selected bidder.
233	46	B. Detailed Description of Deliverables:	c) The platform should be able to stitch together the following combination of preferably Open Source (OSS) and/or Licensed Tools to implement the end-to-end CI/CD/CT pipeline spanning across multiple development	Our understanding is that Bank will provide necessary internet access, Storage and approvals to download the open source tools mentioned in the table of this clause. Please confirm.	Yes

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			environments and multiple network regions as detailed below:		
234	46	B. Detailed Description of Deliverables:	c) The platform should be able to stitch together the following combination of preferably Open Source (OSS) and/or Licensed Tools to implement the end-to-end CI/CD/CT pipeline spanning across multiple development environments and multiple network regions as detailed below:	Our understanding is that license if any for EPM (In house developed) planning mgmt. tool will be provided by the bank. Our Understanding is that EPM supports REST APIs to integrate with other tools and platform. Please confirm.	Yes, in case REST API integration is not feasible, the offline file upload facility from EPM to DevOps platform should be made available.
235	46	B. Detailed Description of Deliverables:	c) The platform should be able to stitch together the following combination of preferably Open Source (OSS) and/or Licensed Tools to implement the end-to-end CI/CD/CT pipeline spanning across multiple development environments and multiple network regions as detailed below:	For Tools like GIT, Nexus, SonarQube, Jenkins, Ansible etc. both Open Source and Commercial Versions are available. Our understanding is that Bank is expecting us to use Open Source version of these tools in the project. Please confirm.	Yes
236	46	C. Help Desk Requirements:	a) Onsite support facility using Bank's ITSM ticketing tool.	Please share the name and version number of Bank's ITSM tool.	Necessary information shall be provided to the selected bidder.
237	47	C. Help Desk Requirements:	5. The DevOps platform should integrate with Bank's platforms like SOC, PIMS, NOC, Command Centre, ITAM, ADS, and ITSM etc. to meet security and compliance requirements as and when required.	Please provide the list of software's utilized under bank's various platforms like SOC, PIMS, NOC, Command Centre, ITAM, ADS, and ITSM etc. Please also clarify what kind of integration (e.g. APIs/CLI/Scripting etc.) Is supported by each of the platforms listed in this question.	Necessary information shall be provided to the selected bidder.
238	48	E. Scalability Requirements	i. The platform/ solution/ architecture should be able to support and scale to on-board minimum 100 applications over the duration of the contract period.	Please help us the below mentioned details for scalability requirements 1. Number of Users 2. Approx. Total Number of Pipelines 3. Approx. Number of Pipelines per application. These details will also help us in determining the right HW and SW requirements for the tools and platforms.	Necessary information shall be provided to the selected bidder.
239	53	Platform Requirements	Should be able to provide various dashboards (but not limited to) to monitor the various phases and processes of software lifecycle: • Building Platform Solution • Integration timelines • Operational Goals • On-boarding Progress • Success of Enablement sessions • Measure Service Management solutions (SLA, SLO, Time to	Please clarify the persons/roles for which Dashboards needs to be created. Please clarify the parameters for each persona/role which needs to be captured. Please also clarify the bank's choice of tools for Dashboards. We recommended to use leading open source tool known as Grafana for DevOps Dashboard.	Any additional licenses required to meet the scope of the RFP is to be factored by the bidder.



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			Respond, Time to Resolve etc.)		
240	2	SCHEDULE EVENTS -12 OF	Earnest Money Deposit - Rs. 25, 00,000.00/- (Rupees Twenty Five Lacs only) Amount should be deposited in A/c No. 10309442505, IFSC - SBIN0006240. Account Name: SBI Collection Account * EMD shall be valid upto 180 days from bid submission date. * Bidder should deposit EMD and Tender Fee separately.	Requesting Bank to kindly accept the Rs. 10, 00,000/- (Rupees Ten Lacs Only) in form of Bank Guarantee.	No changes in the RFP terms
241	2	SCHEDULE EVENTS -13 OF	Transition Penalty - 10% of the Total Contract Value	Kindly cap the maximum penalty to 5% of the contract value. Also let us know the duration for such transition.	No changes in the RFP terms
242	2	SCHEDULE EVENTS -14 OF	Bank Guarantee - 20% of the Platform (i.e. Setup and Implementation) Cost	20% of the Platform (i.e. Setup and Implementation seems to be on higher side. Hence requesting bank to please accept 10% of the Platform (Setup & Implementation)	No changes in the RFP terms
243	13	13. PERIOD OF BID VALIDITY ..... -	iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.	We are fine with price validity of 6 months from the date of Reverse Auction. Also the OEM prices are valid for shorter period. Hence it is difficult to keep the price valid for contract period.	No changes in the RFP terms
244	20	27. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:	i. The selected Bidder shall support the Software Platform/ Solution during the period of AMC (if included in purchase order) as specified in Scope of work in this RFP from the date of acceptance of the Software Platform/ Solution by State Bank of India.	We request Bank to Kindly accept the Warranty/AMC support for 36 months from the date of acceptance of the software platform or 39 months from the date of delivery/software License/support subscription, whichever is earlier.	No changes in support RFP terms
245	21	27. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:	viii. The Bidder shall be agreeable for on-call/ on-site support during peak weeks (last and first week of each month), application code promotion activities and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs,	We understand that the same can be done using the onsite resources asked in this RFP.	Yes

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			if any, during the support period.		
246	26	40. LIQUIDATED DAMAGES:	If the Service Provider fails to deliver product and/ or perform any or all the Services within the stipulated time, schedule as specified in this RFP/ Agreement, the Bank may, without prejudice to its other remedies under the RFP/ Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	We request Bank to Please change this clause as "If the Service Provider fails to deliver product and/ or perform any or all the Services within the stipulated time, schedule as specified in this RFP/ Agreement, the Bank may, without prejudice to its other remedies under the RFP/ Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 10% 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement."	Please refer to our corrigendum #1
247	31	46. TERMINATION FOR CONVENIENCE:	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 post the GO-LIVE date (including the notice period). 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.	We request Bank to Kindly remove this clause or inform the bidder at least 90 days in advance before the start of next year.	No change in the RFP Terms.
248	39	Appendix-B BIDDER'S ELIGIBILITY CRITERIA	4. Bidder should have experience of minimum 2 years in implementing similar Software Platform/ Solution/services.	We request bank to kindly change this clause as "Bidder/ OEM should have experience of minimum 2 years in implementing similar Software Platform/ Solution/services.	No change in the RFP terms
249	48	G. Training	2. The Bidder should arrange for training sessions for management and maintenance of the solution/ platform.	Kindly let us know the no. of participants from bank end for this training.	Necessary information shall be provided to the selected bidder.

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250	49	K. Payment Schedule	Balance 20% of Sub-total A Line #1 shall be paid after 1 year of the completion of pilot phase.	1 year period to get balance 20% payment. Hence requesting bank to please release the balance 20% Payment against PBG or after 6 months of completion of Pilot phase.	No change in the RFP terms
251	49	K. Payment Schedule	Helpdesk rollout, Maintenance, support and future on-boarding's - Ongoing at onsite - Paid quarterly in arrears	Requesting Bank to please release the payment of Helpdesk, maintenance, support and future on-boarding - Ongoing at onsite in quarterly or monthly in advance.	No change in the RFP terms
252	49	K. Payment Schedule	Summary / Description Timelines Payment % Commissioning of platform & tool-sets and formation of CoE - Max 16 Weeks from Date of PO - 80% of Sub-total A Closure of Security review Line #1 findings (GO-LIVE stage) PILOT Phase: On-boarding of 2 applications with end-to-end pipeline integration Max 12 weeks from Date of GO-Live 70% of Sub-total A Line #2 Balance 30% of Subtotal A Line #2 shall be paid after 3 months of the completion of pilot phase.	Requesting Bank to please release the payment as per milestone as below; 1. Commissioning of platform & tool-sets and formation of CoE - 50% of Subtotal A Line#1 2. Closure of Security review findings (GO-LIVE stage) - 30% of Subtotal A Line#1 PILOT Phase: 1. On-boarding of 1 applications with end-to-end pipeline integration - 40% of Sub-total A Line #2 2. On-boarding of 2nd applications with end-to-end pipeline integration - 40% of Sub-total A Line #2	No change in the RFP terms
253	43	Appendix D - Clause B.b	The platform should be able to demonstrate and achieve centralized DevOps practices which includes, but not limited to, as shown in the following diagram:	We request you to please share the clear image of the diagram to understand better.	Although the picture is for indicative purposes only, however the same can be shared separately over mail when contacted.
254	43	Appendix D - Clause B.c	Continuous Planning --> Demand / Project Mgmt. --> EPM* (in-house developed)	Kindly confirm if this tool has capability to be integrated with Jenkins, if not, whether same can be achieved by some means of scripting.	Yes, in case REST API integration is not feasible, the offline file upload facility from EPM to DevOps platform should be made available.
255	43	Appendix D - Clause B.c	Continuous Integration --> Static Code Analysis --> SonarQube	We also recommend to integrate SonarLint with all development IDEs like Eclipse, Visual Studio etc.	Please refer to Appendix-D Clause B.d at page #43 of the RFP page.
256	43	Appendix D - Clause B.c	Continuous Integration --> Build --> Maven	We also recommend to use below tools for mentioned technologies: .NET : MS Build, Nuget. Angular: NPM. Mobile Apps: Gradle	Please refer to Appendix-D Clause B.d at page #43 of the RFP page.
257	43	Appendix D - Clause B.c	Continuous Monitoring --> Application--> App. Monitoring Tool*	Kindly confirm if this tool is developed in-house or outsources, and has capability to be integrated with Jenkins, if not, whether same can be achieved by some means of scripting/API.	Yes, in case REST API integration is not feasible, the offline file upload facility from EPM to DevOps platform should be made available.
258	43	Appendix D - Clause B.c	Continuous Monitoring --> Application--> App. Monitoring Tool*	Kindly confirm if this tool is developed in-house or outsources, and has capability to be integrated with Jenkins, if not, whether same can be	Yes, in case REST API integration is not feasible, the offline file upload facility from EPM to DevOps platform should be made available.



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				achieved by some means of scripting/API.	
259	46	Appendix D - Clause c.h.5	Responsible to resolve security concerns, OSS vulnerabilities, VAPT, maintenance of security policy in systems (SCD configuration), OSS hardening from time to time, in consultation with the Bank.	Kindly confirm, whose responsibility will be of running SCD scripts on the servers being provisioned for DevOps, SBI's Server Admin Team / DevOps Team. If it is DevOps team, who will provide Secure Configuration Documents (SCDs) or we can follow CIS Benchmarks? Also please confirm, in case of any deviation required, whether same can be approved by SBI?	Bank will provide the SCD documents and it has to be executed by selected bidder.  Necessary information shall be provided to the selected bidder.
260	46	Appendix D - Clause c.h.6	Support and work with the respective teams/ application owners to on board their	Which technology/ies legacy applications are developed upon?	Necessary information shall be provided to the selected bidder.
261	48	Appendix D - Clause E.ii	Applications, onto the DevOps platform, for legacy as well as new-age applications or services by using Bank's ticketing tool.	Are micro service architecture already setup? If yes are these deployed in containers?	No application is currently live on containers.
262	20	27 ii)	During the AMC period, the Bidder will have to undertake comprehensive support of the Software Platform/ Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost.	It is understood that any upgrades will be limited to minor upgrades. Any new major upgrade of the platform will be taken up as per mutual agreement.	All the upgrades / updates will be the responsibilities of the selected bidder.
263	43	Appendix Section A D,	Description of Solution and Services	Please confirm number of instances / environments in which DevOps platforms has to be setup. It is suggested to be restricted to 3 instances - UAT, Production and DR.	Necessary information shall be provided to the selected bidder.
264	43	Appendix Section C D,	Description of Solution and Services	It is understood that the tools listed in "Bank's Identified Tools" column are already installed and will only have to be integrated with the proposed platform.	The list in the RFP is for illustration purposes, the setup and implementation responsibility of the selected bidders.
265	43	Appendix Section C D,	DevOps Major Areas - Functional Testing	Please confirm whether Bank has any tool available for API testing.	Necessary information shall be provided to the selected bidder.
266	43	Appendix Section C D,	DevOps Major Areas - Continuous Deployment	Please confirm whether Bank has any tool available for Release management.	Necessary information shall be provided to the selected bidder.
267	44	Appendix Section C D,	DevOps Major Areas	Please confirm whether Bank has any tool available for designing and displaying various Dashboards for DevOps.	Necessary information shall be provided to the selected bidder.
268	45	C. Help Desk Requirements	The DevOps platform should integrate with Bank's platforms like SOC, PIMS, NOC, Command Centre, ITAM, ADS, and ITSM etc. to meet security and compliance requirements as and when required.	It is understood that no active / direct integration is required from DevOps platform to these tools; rather DevOps support team will make use of mentioned platforms during regular O&M activities. If this is not the case, please provide detailed use cases for each integration.	Necessary information shall be provided to the selected bidder.



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269	48	E. Scalability Requirements	The platform/ solution/ architecture should be able to support and scale to on board minimum 100 applications over the duration of the contract period.	A) Can you please provide year wise breakup of number of applications which will have to be on boarded. Ex: Year 1 - 20 applications, Year 2 - 40 applications. Year 3 - 40 applications. B) Can you please provide average number of concurrent users which are expected to login to DevOps platform for each on boarded application. Ex: Average 1 concurrent user per on boarded application. C) Can you please provide year wise breakup of number of users are expected to use DevOps platform concurrently. Ex: Year 1 - 20 users, Year 2 - 60 users. Year 3 - 100 users.	Necessary information shall be provided to the selected bidder.
270	48	G. Training	The Bidder should provide online tutorials, video and e-learning lessons.	It is understood that bidder will be required to provide training videos which can be hosted on Bank's e-learning platform. Please confirm.	Yes
271	49	K. Payment Schedule	Refer payment terms stated in RFP.	We propose payment terms to be modified as follows - <b>1a) Supply of new licenses (if any) which are part of proposed platform - 100% of product license fee upon delivery of licenses</b> 1b) Implementation of platform & tool-sets for CoE <del>and formation of CoE</del> : 40% platform implementation TCV 2. Completion of Security review findings (GO-LIVE stage): 40% platform implementation TCV 3. PILOT Phase: 20% of platform implementation TCV On-boarding of 2 applications with end-to-end pipeline integration Balance 20% of Sub-total A Line #1 shall be paid after <b>1 month</b> of the completion of pilot phase. 4. Maintenance, support and future on-boarding's: 4a) Fee for onsite support (Line item B of Appendix F): paid quarterly in arrears <b>4b) Fee for maintenance of platform (product AMC): paid yearly in advance</b> <b>*Fee for major upgrade of platform is excluded. Platform upgrade fee to pay full in arrears, upon completion of major upgrade of platform. Major upgrades to be performed as per mutual agreement with Bank.</b>  <b>Refer Changes proposed in RFP Pg. # 49, Section K Payment Schedule and RFP Pg. # 54, Appendix F for more details (INDICATIVE PRICE BID) in next worksheet.</b>	No change in the RFP terms
272	23 and 89	32 read with Appendix P (SLA) – 11	Subcontracting not permitted.	Sub-contracting is permitted upto extent for hiring temporary workers by bidder to complete project related tasks however, the Bidder is accountable and has prime responsibility for performance of the	No Change in RFP Terms



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				project related services by full-time employees & contingent workers.	
273	30	Payment	...payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement.	payment shall be made to Service Provider for such additional period on the <del>same</del> rates and payment terms as <del>specified in this Agreement</del> per mutual agreement	No change in the RFP terms
274	29 and 93	TERMINATION FOR DEFAULT Clause ii	..Service Provider shall be liable to the Bank for any increase in cost for such similar Software Solution and/ or Services.	<b>Please delete this clause.</b>  <b>Bidder's Point of View for deletion of this clause:</b> Risk purchase clauses cannot be accepted by Micro Focus because, bank has several options to apply penalty in event of performance breach. The alternate supplier identified by bank may quote a very high price for similar services and it would be onerous for the bidder (due to disproportionate advantage to bank and alternate supplier at the cost of the bidder)	No change in the RFP terms
275	31	Termination for convenience	SBI alone has the right to terminate for convenience.	Either party can terminate the agreement for convenience. <b>Bidder's Point of View:</b> When SBI terminates the contract for convenience, it must pay for unrecoverable costs incurred by Bidder.	No change in RFP Terms.
276	23 and 96	Limitation of Liability  34(i) & (iii) a read with Appendix P (SLA) – 21.1	1. The maximum aggregate liability of bidder limited the total Project Cost. 2. Also, indemnification is sought for third party IP infringement claims.	Bidder's liability will be capped to extent of value of the defective product/service in respect of which the liability arose. <b>2. Bidder will defend or settle for third party IP infringement claims instead of indemnity.</b> SBI will promptly provide necessary information to bidder for any such claims.	No change in RFP Terms.
277	24	DELAY IN SERVICE PROVIDER'S PERFORMANCE: (Clause No. 36)	Any delay in performance by bidder attracts penalty, liquidated damages (LD), invocation of the BG or termination of the contract.	Any delay in performance by bidder attracts penalty as per liquidated damages (LD). <del>Invocation of the BG or termination of the contract</del> Any delay attributable to SBI's fault to be excluded. Bidder to be compensated if there is excessive delay due to reasons attributable to SBI.  Bidder's Point of View: This should be limited to LD. Any delay attributable to SBI's fault to be excluded.	No change in RFP Terms.
278	85	Contingency Plans	Bidder to have a data recovery plan in place and a contingency plan to meet unexpected obstructions to the service.	Bidder to have a data recovery plan in place and a contingency plan to meet unexpected obstructions to the service. Recovery action plan will be executed by SBI Infrastructure Mgmt. team as per suggested steps / procedure to be described in technical document to be provided by the bidder	Necessary information shall be provided to the selected bidder.

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279	24	Bidder's obligations (Clause iii)	Bidder must indemnify SBI for any accident or loss of life resulting from Bidder's negligence.	<p>Clause 37(iii) Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.</p> <p>Bidder's Point of view: This should be deleted as Clause 34 prescribes uncapped liability only in the event of gross negligence or wilful misconduct by Bidder, which includes accident or loss of life.</p>	No change in the RFP Terms.
280	25	Intellectual Property Rights and Ownership (IP) and	Bidder to indemnify SBI against any third party claims made against SBI for infringement of IP.	Bidder to defend or settle such third party claims for infringement and not indemnify.	No change in the RFP Terms.
281	25	IP Rights and Ownership	In the event of a third party claim of infringement against bidder, bidder shall attempt to modify or replace the software and if modification or replacement cannot be done, bidder is to refund to SBI all amounts paid under this Agreement.	<p>The refund by bidder would be limited to only the amounts paid for the unused portion of the Software.</p> <p>Bidder's point of view: The refund should be limited to only the amounts paid for the unused portion of the Software.</p>	No change in the RFP Terms.
282	26	IP Rights and Ownership	Bidder to grant a fully paid up, irrevocable, unlimited and perpetual license to SBI to use the software.	<p>The words non-transferable, non-sub licensable and non-exclusive license to be added. (Rephrase as " Bidder to grant a fully paid up, on-transferable, non-sub licensable, non-exclusive license, irrevocable, unlimited and perpetual license to SBI to use the software.)</p> <p>Bidder's POV: The words non-transferable, non-sub licensable and non-exclusive license to be added.</p>	No change in the RFP terms
283	56	Appendix G: Certificate of Local Content	Local content percentage must be given.	This clause is not applicable in this case hence this clause needs to be deleted	Yes, This appendix is optional
284	18 and 84	24 read with Appendix P (Service Level Agreement (SLA) clause 3.5)	<p>BANK GUARANTEE: BG to be submitted as performance security.</p> <p>BG is required to be furnished by Bidder to protect SBI against delay in supply or installation or non-performance by Bidder or breach of the terms of the Agreement.</p>	BG value: 10% of platform (setup & implementation cost), to be submitted within 3 months from contract execution date (see Schedule of Events, item 14)	No change in the RFP terms
285	83	Appendix P (SLA) – 4.2(i)(b), (c) and (d) Service Provider Duties	This clause is not applicable in this case hence this clause needs to be deleted	This should be deleted. Bidder can only ensure that the software remains free from vulnerabilities at the time of delivery or installation and not thereafter.	No change in the RFP terms

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286	83	Representations and Warranties Appendix P (SLA) – 5.1	1. Bidder to warrant that the technical quality and performance of the services will be consistent with mutually agreed standards. 2. Warranty to be for a period of ____ (Term).	1. Language to be revised to 'substantially conform to'. 2. Warranty period to be restricted to 30 days from the date of acceptance.	No change in the RFP terms
287	85	General Indemnity Appendix P (SLA) – 6.1	Bidder to indemnify SBI against all. Claims, losses suffered due to breach of warranties or covenants.	To be deleted. Indemnity obligation to be restricted to only third party claims for specific events such as death, personal injury damage to property.	No change in the RFP Terms.
288	24	35. Confidentiality	As per mutually agreed NDA and SLA clause 15.	NDA clause to be mutually agreed	No change in the RFP terms
289	86	Relationship between the Parties	Bidder to comply with the Anti Sexual Harassment Policy of SBI.	Kindly share a copy of the policy for review.	Necessary information shall be provided to the selected bidder.
290	87	IP Rights	1. Prior permission required for using Ip subject to Open Source or Copy-Left licence. 2. Indemnification for breach.	Bidder to defend or settle third-party claims.	No change in the RFP Terms.
291	19	Services	Bidder to provide upgrades and updates to the software as and when they are released.	Bidder to provide upgrades and updates to the supplied software as and when they are released. Bank will purchase <b>maintenance and OEM product support services of the existing licensed products.</b>	Licenses for the commercial products (marked in the RFP as to be arranged by the Bank) will be provided to the selected bidder
292	21	Inspection and Testing	SBI requires the right to carry out inspection and testing prior to accepting delivery.	This clause is not applicable in this case hence this clause needs to be deleted	No change in the RFP terms
293	21	Inspection and Testing	Nothing shall release bidder from any warranties under the Contract.	This clause is not applicable in this case hence this clause needs to be deleted	No change in the RFP terms
294	21	Right to verification	SBI shall have the right to inspect bidder's facility to satisfy itself about bidder's capabilities.	SBI shall have the right to inspect bidder's facility to satisfy itself about bidder's capabilities and cost of such inspection will borne by SBI. Such inspection will be limited to evaluating capability for solution proposed against the RPF.	Yes
295	22	Right to Audit	Annual audit by SBI's internal/external auditors that covers efficiency of security, control, risk management etc.	Annual audit by SBI's internal/external auditors that covers efficiency of security, control, risk management etc. limited to solution being offered to SBI but, such audit won't extend to costs/ profit records or IP of the bidder. Cost of the audit will be borne by SBI	Yes
296	23, 29 and 93	Termination right 33 and 43 read with Appendix P (SLA) – 17	Agreement valid for 3 years. Only SBI to have right to terminate.	Either party can terminate the agreement for a cause or, convenience	No change in the RFP Terms.
297	3	Schedule of Events- Point 14	20% of the Platform (i.e. Setup and Implementation) Cost	Requesting the Bank to consider Performance Bank guarantee of 10% of Platform cost.	No change in the RFP terms

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298	23	34	LIMITATION OF LIABILITY: i. The maximum aggregate liability of Service Provider, subject to clause 34 (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.	Requesting the Bank to consider maximum Liability of Bidder to 10% of Project cost.	No change in the RFP Terms.
299	26	40	LIQUIDATED DAMAGES If the Service Provider fails to deliver product and/ or perform any or all the Services within the stipulated time, schedule as specified in this RFP/ Agreement, the Bank may, without prejudice to its other remedies under the RFP/ Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	The LD is applicable only if the delay or failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.	No change in the RFP Terms. However, it is clarified that the part of delay which is solely and directly attributable to the Bank will be excluded while imposing the Liquidated Damages.
300	31	46	TERMINATION FOR CONVENIENCE 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 post the GO-LIVE date (including the notice period).	Bank is requested to remove this clause as termination cannot be based on convenience.	No change in the RFP terms
301	39	Appendix B	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects globally. Start and End Date of the Project to be mentioned. At least 3 client references are required.	DevOps and continuous delivery are seen as both an extension of agile to Get up to speed on quality-driven development , which is new age driven requirement. Taking this in to consideration requesting the bank to consider 1 client reference	Please refer to our corrigendum #1



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302	39	Appendix B	Bidder should have experience of minimum 2 years in implementing similar Software Platform/ Solution/ services.	DevOps and continuous delivery are seen as both an extension of agile to Get up to speed on quality-driven development , which is new age driven requirement. Taking this in to consideration requesting the bank to consider experience in range of 1-2 years	No change in the RFP Terms
303	63	Appendix J	Commissioning of platform & tool-sets 16 Weeks from Date of PO Closure of Security review findings (GOLIVE stage) - 5 % of Sub-Total A	Requesting the bank to consider the timelines of 20 weeks for Commissioning of platform & tool-sets	No change in the RFP terms
304	63	Appendix J	SLA applicable after completion of PILOT phase Table - 2 Platform up time Penalties (calculated for each day or part thereof) Between 98 to 97 % Rs. 4000/- Between 97 to 95 % Rs. 7000/- Below 95% Rs. 10000/-	Requesting the bank to consider relaxation on the penalties	No change in the RFP terms
305	45	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	g) Tasks list of onsite resources for Product Support: 1. Download and maintain a Central Repository of all the OSS DevOps toolset installable, its latest patches, upgrades, fixes and dependencies etc. resolving the security finding and recommendations as decided by the Bank.	We assume that the OSS related Security findings and resolution will be based on Support provided by OSS vendor and DevOps vendor will not be accountable for same. Please confirm on same	The responsibility of the resolution will remain with the selected bidder. However, dependencies of the community response will be taken into consideration whenever applicable.
306	45	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	g) Tasks list of onsite resources for Product Support: 3. Provide technical support from experts backed by community leaders to provide defect level support services to resolve OSS tool level issues, address product compatibility and interoperability concerns.	We assume that the OSS related Security findings and resolution will be based on Support provided by OSS vendor and DevOps vendor will not be accountable for same. Please confirm on same	The responsibility of the resolution will remain with the selected bidder. However, dependencies of the community response will be taken into consideration whenever applicable.
307	45	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	g) Tasks list of onsite resources for Product Support: 13. Monitor the assets of centralized DevOps platform and ensure its compliance in terms of patches and upgrades, VAPT and other compliance, as decided by the Bank.	We assume that the OSS related Security findings and resolution will be based on Support provided by OSS vendor and DevOps vendor will not be accountable for same. Please confirm on same	The responsibility of the resolution will remain with the selected bidder. However, dependencies of the community response will be taken into consideration whenever applicable.
308	46	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	h) Tasks list of onsite resources for Operational Support: 2. Provide support to older versions of the OSS	We assume that the Support for older versions will be provided in accordance with support from OSS vendor. Once the same is not available by OSS Vendor, DevOps	The responsibility of the resolution will remain with the selected bidder. However, dependencies of the community response will be





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			in case the Bank chooses not to upgrade to latest version.	vendor will not be accountable for support on older versions. Please confirm on same	taken into consideration whenever applicable.
309	46	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	h) Tasks list of onsite resources for Operational Support: 3. Provide support on various issues like performance bottlenecks, health check-up, resolution of any complex operational or performance or security issue, migration from an existing Closed Source Technology/ Commercial/ Proprietary/ other OSS software to the DevOps tools.	We assume that the OSS related Security findings and resolution will be based on Support provided by OSS vendor and DevOps vendor will not be accountable for same. Please confirm on same	The responsibility of the resolution will remain with the selected bidder. However, dependencies of the community response will be taken into consideration whenever applicable.
310	46	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	h) Tasks list of onsite resources for Operational Support: 5. Responsible to resolve security concerns, OSS vulnerabilities, VAPT, maintenance of security policy in systems (SCD configuration), OSS hardening from time to time, as decided by the Bank.	We assume that the OSS related Security findings and resolution will be based on Support provided by OSS vendor and DevOps vendor will not be accountable for same. Please confirm on same	The responsibility of the resolution will remain with the selected bidder. However, dependencies of the community response will be taken into consideration whenever applicable.
311	47	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	i) Skill Sets requirements for onsite resources: DevOps Lead Engineer/ Evangelist (with min. exp. Of 8 years)	We assume that this is total experience of the resource and not the experience of the resource in DevOps functions only	Yes
312	47	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	i) Skill Sets requirements for onsite resources: DevOps Engineer (with min. exp. Of 4 years)	We assume that this is total experience of the resource and not the experience of the resource in DevOps functions only	Yes
313	48	Appendix D - Scope of Work and Payment Schedule D. Term of the Project - Project Milestones and Delivery Locations	2. Closure of Security review findings (GO-LIVE stage): 16 Weeks from Date of PO	Closure of Security findings which are dependent on OSS vendor will not be binding on DevOps vendor. Please confirm on same. Is the bank open to AMC Support & Commercial Support Plans for OSS Tools?	The responsibility of the security findings closure will remain with the selected bidder. However, dependencies of the community response will be taken into consideration whenever applicable.
314	48	Appendix D - Scope of Work and Payment Schedule D. Term of the Project - Project Milestones and Delivery Locations	3. On-boarding of 2 applications with end-to-end pipeline integration (PILOT Phase)	We assume that Selection of applications to be decided by Bank and vendor jointly and applicability of tools and processes to be mutually agreed with bank. Please confirm on same.	The selection of the applications for pilot will be done jointly.
315	19	26- Services Point 6	Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ Operating System/ Middleware etc. as and when released by Service Provider/ OEM or as per requirements of the Bank. Bidder should bring	We understand that Hardware/OS (On premise, Private Cloud) required for DevSecOps platform will be procured, provisioned and supported by Bank. Please confirm our understanding	Yes

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			to notice of the Bank all releases/ version changes.		
316	48	D - Term of the Project - Project Milestones and Delivery Locations	1. Closure of Security review findings (GO-LIVE stage)	Please confirm that security review finding will be performed by Bank OR Vendor need to perform the same and provide the finding report.	The responsibility of the security findings closure will remain with the selected bidder.
317	45	g. Tasks list of onsite resources for Product Support:	12. Define and implement the infrastructure delivery as part of the DevSecOps platform.	Please confirm whether bidder need to provide the infrastructure sizing for DevOps Platform DC-DR (Dev, test and Prod) in proposal or at start of Project during requirement gathering phase after analysing bank's existing infrastructure	Yes
318	48	Term of the Project - Project Milestones and Delivery Locations	3. On-boarding of 2 applications with end-to-end pipeline integration (PILOT Phase)	Request you to provide the details of 2 applications that need to be on board in DevOps Platform. Details Required are : Domain, Technology Stack, DevOps Readiness such as automation testing, Non-Functional testing etc.	Necessary information shall be provided to the selected bidder.
319	51	Platform Compliance	The Platform/ solution must integrate with various systems/ applications in the Bank including but not limited to SOC, PIMS, NOC, Command Centre, ITAM, ADS and ITSM etc.	Please provide more details about the integration mechanism available with bank to integrate with these systems. Integration Mechanism such as APIs, Database, Logs Access etc.	Necessary information shall be provided to the selected bidder.
320	44	B. Description of Deliverables:	The platform should be able to provide a common comprehensive reporting dashboard as part of "continuous measurement" to enable the Bank to monitor the adoption and implementation	Please confirm whether Bank has any "Continuous Measurement" Reporting tool to be consider OR Bidder can implement its own accelerators, Custom Development or COTS products. Also, confirm whether Bank will procure the licenses required for tools/Products if any.	Bidder may suggest any additional/ replacement of tool to deliver the scope of work of this RFP. Any additional licenses, however, is to be factored by the bidder.
321	51	Platform Compliance	Continuous Testing – Should be able to help application owners to: · design, plan, execute and analyse of all manual and automated testing efforts · Provide end-to-end test management visibility and traceability · Provide unified testing framework that supports mobile, web, desktop environments	Please confirm that the Continuous Testing activities and deliverables mentioned in this section are only related to development of Continuous Testing Platform and Integrating Application testing scripts in DevSecOps Platform and actual test execution scripts will be developed by Application Team.	The capabilities are to be made available in self-service mode.
322	43,44	Diagrams	b. Diagrams	The diagrams in RFP are not clearly visible. Request you to share more visible diagrams	Although the picture is for indicative purposes only, however the same can be shared separately over mail when contacted.
323	47	i) Skill Sets requirements for onsite resources:	Note: The onsite team, in each shift, should be able to maintain and support the entire centralized platform as well as all the tools associated. This shall be applicable after the completion of pilot phase.	Please confirm the support window if Onsite resource i.e. 24/7 or 8/5 etc.	Necessary information shall be provided to the selected bidder.

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324	42	Appendix D		What is the ratio of Agile Vs Waterfall Projects in SBI	Necessary information shall be provided to the selected bidder.
325	42	Appendix D		What is the current agile framework/methodologies followed in SBI	Necessary information shall be provided to the selected bidder.
326	39	Appendix B- Bidders Eligibility Criteria	Point #4 of EC	Mphasis will share either the order OR Certificate of completion of the work OR user acceptance report. Please confirm if acceptable to SBI.	Yes
327	19	26- Services Point 6	Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ Operating System/ Middleware etc. as and when released by Service Provider/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.	We understand that Hardware/OS (On premise, Private Cloud) required for DevSecOps platform will be procured, provisioned and supported by Bank. Please confirm our understanding	Repeat question
328	47	D - Term of the Project - Project Milestones and Delivery Locations	1. Closure of Security review findings (GO-LIVE stage)	Please confirm that security review finding will be performed by Bank OR Vendor need to perform the same and provide the finding report.	Repeat question
329	45	g. Tasks list of onsite resources for Product Support:	12. Define and implement the infrastructure delivery as part of the DevSecOps platform.	Please confirm whether bidder need to provide the infrastructure sizing for DevOps Platform DC-DR (Dev, test and Prod) in proposal or at start of Project during requirement gathering phase after analysing bank's existing infrastructure	Repeat question
330	47	Term of the Project - Project Milestones and Delivery Locations	On-boarding of 2 applications with end-to-end pipeline integration (PILOT Phase)	Request you to provide the details of 2 applications that need to be on board in DevOps Platform. Details Required are : Domain, Technology Stack, DevOps Readiness such as automation testing, Non-Functional testing etc.	Repeat question
331	51	Platform Compliance	The Platform/ solution must integrate with various systems/ applications in the Bank including but not limited to SOC, PIMS, NOC, Command Centre, ITAM, ADS and ITSM etc.	Please provide more details about the integration mechanism available with bank to integrate with these systems. Integration Mechanism such as APIs, Database, Logs Access etc.	Repeat question
332	44	B. Description of Deliverables:	The platform should be able to provide a common comprehensive reporting dashboard as part of "continuous measurement" to enable the Bank to monitor the adoption and implementation	Please confirm whether Bank has any "Continuous Measurement" Reporting tool to be consider OR Bidder can implement its own accelerators, Custom Development or COTS products. Also, confirm whether Bank will procure the licenses required for tools/Products if any.	Repeat question

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333	51	Platform Compliance	Continuous Testing – Should be able to help application owners to: · design, plan, execute and analyse of all manual and automated testing efforts · Provide end-to-end test management visibility and traceability · Provide unified testing framework that supports mobile, web, desktop environments	Please confirm that the Continuous Testing activities and deliverables mentioned in this section are only related to development of Continuous Testing Platform and Integrating Application testing scripts in DevSecOps Platform and actual test execution scripts will be developed by Application Team.	Repeat question
334	43,44	Diagrams	b. Diagrams	The diagrams in RFP are not clearly visible. Request you to share more visible diagrams	Repeat question
335	47	i) Skill Sets requirements for onsite resources:	Note: The onsite team, in each shift, should be able to maintain and support the entire centralized platform as well as all the tools associated. This shall be applicable after the completion of pilot phase.	Please confirm the support window if Onsite resource i.e. 24/7 or 8/5 etc.	Repeat question
336	42	B. Detailed Description of Deliverables: section a point 4	“Development using multiple technologies, but not limited to .NET, Java, Angular, PHP, Python, COBOL, SAP”.	Cobol and SAP requires distinct approach being legacy and COTs product and hence to implement DevOps, we may have to consider licensed tools may not be in the list of tools identified by Bank in the given document. Please confirm if the said approach would be fine.	Licenses for the commercial products (marked in the RFP as to be arranged by the Bank) will be provided to the selected bidder. Any additional licenses required to meet the scope of the RFP is to be factored by the bidder.
337	45	Point 3	Provide technical support from experts backed by community leaders to provide defect level support services to resolve OSS tool level issues, address product compatibility and interoperability concerns	Please provide more details in terms of support required and is the support being asked from a DevOps platform integration perspective?	Necessary information shall be provided to the selected bidder.
338	45	Point 4	Also integrate with Bank's email system/ SMS system for sending relevant notifications. The platform should be able to define various types of roles to be assigned to end users to enable role based access.	Please confirm if following scope also needs to be considered within the 16 weeks of timeline of DevOps platform implementation.	Yes
339	45	point 5	The DevOps platform should integrate with Bank's platforms like SOC, PIMS, NOC, Command Centre, ITAM, ADS, and ITSM etc. to meet security and compliance requirements as and when required.	Please confirm if following scope also needs to be considered within the 16 weeks of timeline of DevOps platform implementation.	Yes
340	45	Point 10	Follow and refine the DevOps environment topology currently defined by the Bank.	If possible provide more details about the current DevOps environment.	Necessary information shall be provided to the selected bidder.



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341	Generic			Does this platform has to be hosted on Prem or it can be hosted over the cloud as well?	On-prem private cloud.
342	53	B. Onsite Support	* If required, Bank may hire more number of resources at the above cost during the period of the contract.	Please confirm if onsite engagement will be on T&M model.	Yes
343	3	Schedule of Events - 14. Bank Guarantee	20% of the Platform (i.e. Setup and Implementation) Cost	We propose to reduce the Bank Guarantee to 10% of the Platform (i.e. Setup and Implementation) cost	No change in the RFP terms
344	23/94	Pt. 34/21 Limitation of Liability	i. The maximum aggregate liability of Service Provider, subject to clause 34 (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. / 21.1 The maximum aggregate liability of Service Provider, subject to clause 21.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.	We propose to reduce the Aggregate Liability to the Annual Value of the Project instead of Total Project Cost.	No change in the RFP Terms.
345	26	40. Liquidated Damages	If the Service Provider fails to deliver product and/ or perform any or all the Services within the stipulated time, schedule as specified in this RFP/ Agreement, the Bank may, without prejudice to its other remedies under the RFP/ Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement	We propose to reduce the Liquidated damages to 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.	Please refer to our corrigendum #1



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346	45	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	g) Tasks list of onsite resources for Product Support: 1. Download and maintain a Central Repository of all the OSS DevOps toolset installable, its latest patches, upgrades, fixes and dependencies etc. resolving the security finding and recommendations as decided by the Bank.	We assume that the OSS related Security findings and resolution will be based on Support provided by OSS vendor and DevOps vendor will not be accountable for same. Please confirm on same	The responsibility of the resolution will remain with the selected bidder. However, dependencies of the community response will be taken into consideration whenever applicable.
347	45	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	g) Tasks list of onsite resources for Product Support: 3. Provide technical support from experts backed by community leaders to provide defect level support services to resolve OSS tool level issues, address product compatibility and interoperability concerns.	We assume that the OSS related Security findings and resolution will be based on Support provided by OSS vendor and DevOps vendor will not be accountable for same. Please confirm on same	The responsibility of the resolution will remain with the selected bidder. However, dependencies of the community response will be taken into consideration whenever applicable.
348	45	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	g) Tasks list of onsite resources for Product Support: 6. Guide and assist in implementing DevOps governance framework and DevOps CoE (Centre of Excellence).	We assume that the DevOps vendor would not be accountable for following Best Practices defined by COE team for DevOps to work and also the SLAs / expected outputs like Time to release, Quality defined as a part of DevOps implementation. Please confirm on same	The responsibility of the resolution will remain with the selected bidder. However, dependencies of the community response will be taken into consideration whenever applicable.
349	45	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	g) Tasks list of onsite resources for Product Support: 13. Monitor the assets of centralized DevOps platform and ensure its compliance in terms of patches and upgrades, VAPT and other compliance, as decided by the Bank.	We assume that the OSS related Security findings and resolution will be based on Support provided by OSS vendor and DevOps vendor will not be accountable for same. Please confirm on same	The responsibility of the resolution will remain with the selected bidder. However, dependencies of the community response will be taken into consideration whenever applicable.
350	46	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	h) Tasks list of onsite resources for Operational Support: 2. Provide support to older versions of the OSS in case the Bank chooses not to upgrade to latest version.	We assume that the Support for older versions will be provided in accordance with support from OSS vendor. Once the same is not available by OSS Vendor, DevOps vendor will not be accountable for support on older versions. Please confirm on same	The selected bidders is expected to advise the End of life/ Support dates for any tools/ components used in the platform to the Bank well in advance. The responsibilities of smooth functioning of the platform will remain with the selected bidder.
351	46	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	h) Tasks list of onsite resources for Operational Support: 3. Provide support on various issues like performance bottlenecks, health check-up, resolution of any complex operational or performance or security issue, migration from an existing Closed Source Technology/ Commercial/ Proprietary/	We assume that the OSS related Security findings and resolution will be based on Support provided by OSS vendor and DevOps vendor will not be accountable for same. Please confirm on same	The responsibility of the resolution will remain with the selected bidder. However, dependencies of the community response will be taken into consideration whenever applicable.

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			other OSS software to the DevOps tools.		
352	46	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	h) Tasks list of onsite resources for Operational Support: 5. Responsible to resolve security concerns, OSS vulnerabilities, VAPT, maintenance of security policy in systems (SCD configuration), OSS hardening from time to time, as decided by the Bank.	We assume that the OSS related Security findings and resolution will be based on Support provided by OSS vendor and DevOps vendor will not be accountable for same. Please confirm on same	The responsibility of the resolution will remain with the selected bidder. However, dependencies of the community response will be taken into consideration whenever applicable.
353	47	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	i) Skill Sets requirements for onsite resources: DevOps Lead Engineer/ Evangelist (with min. exp. Of 8 years)	We assume that this is total experience and not DevOps experience	Yes
354	47	Appendix D - Scope of Work and Payment Schedule C. Help Desk Requirements	i) Skill Sets requirements for onsite resources: DevOps Engineer (with min. exp. Of 4 years)	We assume that this is total experience and not DevOps experience	Yes
355	48	Appendix D - Scope of Work and Payment Schedule D. Term of the Project - Project Milestones and Delivery Locations	2. Closure of Security review findings (GO-LIVE stage): 16 Weeks from Date of PO	Closure of Security findings which are dependent on OSS vendor will not be binding on DevOps vendor. Please confirm on same. Is the bank open to AMC Support & Commercial Support Plans for OSS Tools?	The responsibility of the resolution will remain with the selected bidder. Any additional/ separate AMC support required to meet the scope of the RFP/ SLA is to be factored by the bidder.
356	48	Appendix D - Scope of Work and Payment Schedule D. Term of the Project - Project Milestones and Delivery Locations	3. On-boarding of 2 applications with end-to-end pipeline integration (PILOT Phase)	We assume that Selection of applications to be decided by Bank and vendor jointly and applicability of tools and processes to be mutually agreed with bank. Please confirm on same.	Yes
357	48	Appendix D - Scope of Work and Payment Schedule D. Term of the Project - Project Milestones and Delivery Locations	NA	New milestone to be added as 1. Observation and Measurement Phase - 24 weeks from Date of GO-Live	No change in the RFP terms
358	49	D. Term of the Project - Project Milestones and Delivery Locations K. Payment Schedule	Closure of Security review findings (GO-LIVE stage): 16 Weeks from Date of PO	This will be under control of bank since timelines to fix will be as per commercials with the OSS. It should be removed from the milestones and cannot be binding on vendor. This clause should be removed	No change in the RFP terms. However, dependencies of the community response will be taken into consideration whenever applicable.
359	53	Appendix F - Indicative Price Bid	A. Setup and Implementation	We recommend to include separate Line Item for License Cost of Platform Per User	No change in the RFP terms
360	63	Appendix J - Penalties & SLA Terms	SLA applicable after completion of PILOT phase:	We propose the SLA to be applicable after completion of Observation & Measurement Phase on the incidents jointly agreed with Bank	No change in the RFP terms
361	64	Appendix J - Penalties & SLA Terms	2. Penalties as mentioned in Table 1 and Table-2/3 are capped at 10% separately of the total cost of ownership (TCO) in respect of the penalties mentioned in	We propose the Penalties mentioned in Table 1, Table 2/3 along with the Transition Penalty to be capped <b>totally</b> at 10% of the Total Cost of ownership (TCO)	No changes in the RFP terms. The penalties are already capped at 10% but for separate non-overlapping phases of the contract.

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			<b>Appendix-J</b> "Penalties & SLA Terms		
362	64	Appendix J - Penalties & SLA Terms	3. The BIDDER also shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the product(s), as calculated during any and every quarter (period of three consecutive months) is not less than 120 days.	We assume that the bidder will not be responsible for any OSS product level issues.	The responsibility of the resolution will remain with the selected bidder. However, dependencies of the community response will be taken into consideration whenever applicable.
363	109	Annexure F - Penalty for Non Performance of SLA	Penalty for Non Performance at Help Desk: Time taken for resolution of calls (99.9% of the calls should be resolved within the stipulated response time)	We propose - Time taken for resolution of calls (95% of the calls should be resolved within the stipulated response time)	This is template SLA for indicative purposes.
364	39	Appendix - B	Bidder should have experience of minimum 2 years in implementing similar Software Platform/ Solution/ services	Due to NDA it is difficult to get the order copy of the reference clients hence we request SBI to consider a self-declaration / case studies as a proof of reference.	As desired, we may need to contact the reference to validate the claim. Hence, no change in the RFP terms.
365	63	Appendix-J	Penalties as mentioned in Table 1 and Table-2/3 are capped at 10% separately of the total cost of ownership (TCO) in respect of the penalties mentioned in Appendix-J "Penalties & SLA Terms".	We request bank to cap the overall penalties to 10% of TCO	The penalties are already capped at 10% but for separate non-overlapping phases of the contract.
366	49	K. Payment Schedule	Helpdesk rollout, Maintenance, support and future on-boarding's - Paid quarterly in arrears	We request bank to change payment terms to monthly in arrears	No change in the RFP terms.
367	39	Appendix - B	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects globally. · Start and End Date of the Project to be mentioned. · At least 3 client references are required	We request SBI to change the number of references criteria from 3 to 1. Kindly allow us to provide customer reference without sharing Client contact details and reference calls, as customers may have reservations sharing their IP experience.	As desired, we may need to contact the reference to validate the claim. Hence, no change in the RFP terms.
368	43	Appendix - D # B (b)	Diagram of Centralised DevOps practises	Pls. share a clear image for the Centralized DevOps Practice Mentioned in Page 43 of the RFP Document. Image is blur and not visible clearly	Although the picture is for indicative purposes only, however the same can be shared separately over mail when contacted.
369	44	Appendix - D # B (e)	Diagram of Proposed Platform	Pls. share a clear image of the Proposed Platform mentioned in Page	Although the picture is for indicative purposes only, however

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				44 of the RFP Document. Image is blur and not visible clearly	the same can be shared separately over mail when contacted.
370	43	Appendix - D # B (b)	Open Source (OSS) / License Tools stack	Can we propose Clod bees Jenkins instead of Open source Jenkins? Because Jenkins will be backbone for the DevOps solution and it is advisable to have solid product for backbone instead of open source. This is what we see as adaptation pattern for other customers	Please refer to Appendix-D Clause B.d at page #43 of the RFP page.
371			General	Which version control tool SBI is planning to use, is it GitHub? Can we propose licensed version for it? Can we propose BitBucket here?	Please refer to Appendix-D Clause B.d at page #43 of the RFP page.
372			General	We assume that bank will provide the hosting & networking platform (Linux VMs) and its administration. Please advise if our assumption is correct	Yes, Bank will provide the Infra. OS related administration take care by Bank rest will take care by selected bidder.
373	63	Appendix - J	Penalties & SLA Terms	Please advise if SLA is applicable on Platform availability and not on individual Pipeline	Pipelines are supposed to be part of platform.
374	48	E		Currently we will be using only 2 applications for end to end integration. But in future if you use micro services architecture, then the solution and design for the CI/CD pipeline will change - please confirm	Two applications we mentioned are only for pilot. yes
375	19	25		What is the patching approach practised by the bank today? Is there an automated patch management tool or process?	Necessary information shall be provided to the selected bidder.
376	43	D (B(C))		Which Application Monitoring Tools has the bank decided to use?	Necessary information shall be provided to the selected bidder.
377	51	D(C(G))		What tools are used for SOC, PIMS, NOC, Command Centre, ITAM, ADS, and ITSM which requires integration with DevOps platform?	Necessary information shall be provided to the selected bidder.
378	48	D(D)		On-boarding of 2 applications with end-to-end pipeline integration, will this be for new or existing application?	Existing applications.
379	43	D (B(E))		The picture - is it possible to share one which has better visibility/clarity?	Although the picture is for indicative purposes only, however the same can be shared separately over mail when contacted.
380	42			Keen to understand the Impact of RFP's expectation on Platform's support (Page 42), ie. --> "Development using multiple technologies, but not limited to .NET, Java, Angular, PHP, Python, COBOL, SAP" to rest of RFP technical aspects	Necessary information shall be provided to the selected bidder.
381	43			The tools mentioned for Coding on page 43. Need to validate for SAP. Is it ABAP development only?	Bidders are allowed to suggest additional relevant tools, in case, the suggested list in the RFP is not able to cover the technology used by the on-boarding application.
382	43			What about .NET? Is it C#? Or VB.NET and Python also?	Yes, may be considered as per the requirements of application owners.
383				Application Landscape and Current use (map of usage) of development tools? Is it currently only Eclipse and Visual Studio (VS)? Are any packaged	Necessary information shall be provided to the selected bidder.



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				applications apart from SAP, like one configured/customized?	
384				It would be good to get more clarity on Focus and percentage-wise distribution of Application Landscape in the above technology?	Necessary information shall be provided to the selected bidder.
385				Will the details be shared on the Deployment Architecture and Development / Delivery & Deployment process of existing applications & Application categories?	Necessary information shall be provided to the selected bidder.
386				Are the Applications developed & deployed all Web Based or some of them are also Desktop (SAP GUI or Windows) and Mobile too?	Majority of the applications are either web-based or mobile based. However, it does not mean that other application methodologies, if and when required, will not be on-boarded on the DevOps platform.
387				Are SAP GUI based Apps also a focus on "Continuous Testing"?	Yes
388	3	SCHEDULE OF EVENTS	14: Bank Guarantee: 20% of the Platform (i.e. Setup and Implementation) Cost	Consider changing - 10% of the Platform (i.e. Setup and Implementation) Cost	No change in the RFP terms
389	6	1. INVITATION TO BID	Consortium bidding is not permitted under this RFP.	Consider allowing consortium under this RFP, on written approval from Bank.	No change in the RFP Terms
390	18	20. POWERS TO VARY OR OMIT WORK	iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change	This should be limited to implementation and not HW/SW cost.	Yes
391	19	25. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING	SBI staff/ third Party vendor designated by the Bank will carry out the functional testing. This staff/ third party vendor will need necessary on-site training for the purpose and should be provided by Service Provider.	Assuming the identification and cost of 3rd party vendor will be managed by Bank. Please confirm.	Yes
392	19	26. SERVICES	Bidder has to support older versions of the hardware/ software/ Operating System/ Middleware etc. in case the Bank chooses not to upgrade to latest version.	Bank to confirm the existing agreement of support available for required hardware /software.	Hardware support will be made available by the Bank.
393	20	26. SERVICES	ix. All product updates, upgrades & patches shall be provided by the Bidder/ Service Provider free of cost during warranty and AMC/ ATS/ S&S period.	In case of Product upgrade /Patches warrant additional HW purchase than bank to bear the cost for the same.	Hardware will be provided by the Bank.



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394	20	27. WARRANTY AND ANNUAL MAINTENANCE CONTRACT	i. The selected Bidder shall support the Software Platform/ Solution during the period of AMC (if included in purchase order) as specified in Scope of work in this RFP from the date of acceptance of the Software Platform/ Solution by State Bank of India.	Assuming that Bank is looking for AMC support for software platform/Solution provided by service provider, and does not expect any warranty. Please confirm.	Yes
395	20	27. WARRANTY AND ANNUAL MAINTENANCE CONTRACT	During the support period, Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Software Platform/ Solution and its components as per the Bank's requirements.	Please consider the on-site and offshore model	On-site
396	22	31. RIGHT TO AUDIT (i)	Except for the audit done by Reserve Bank of India or any statutory/ regulatory authority, the Bank shall provide <b>reasonable notice not less than 7 (seven) days</b> to Service Provider before such audit and same shall be conducted during normal business hours.	Propose bank to provide <b>reasonable notice not less than 30 (thirty) days</b> to Service Provider before such audit and same shall be conducted during normal business hours.	No change in the RFP terms
397	23	32. SUBCONTRACTING	As per scope of this RFP, sub-contracting is not permitted.	Consider allowing Sub-contracting under this RFP, on written approval from Bank, as ownership liaise with service provide for delivery of Platform.	No change in the RFP Terms
398	26	43. TERMINATION FOR DEFAULT (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, software and Services similar to those undelivered, and subject to limitation of liability clause of this RFP <b>Service Provider shall be liable to the Bank for any increase in cost for such similar Software Solution and/ or Services.</b> However, Service Provider shall continue performance of the Contract to the extent not terminated.	Propose Service Provider shall be liable to the Bank for <b>110% of cost of undelivered software and services.</b>	No change in the RFP Terms.

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399	44	Appendix-D SCOPE OF WORK AND PAYMENT SCHEDULE C. Help Desk Requirements	b) The team is required onsite at Navi Mumbai in general working hours on all Bank's working days. However, some of the team members may require to work in shifts also as per Bank's need.	Please clarify "general working hours on all Bank's working days" and what's the shift timing expected.	Necessary information shall be provided to the selected bidder.
400	44	Appendix-D SCOPE OF WORK AND PAYMENT SCHEDULE C. Help Desk Requirements	The payment of onsite resources shall be made on their attendance in office on monthly pro-rata basis.	All resource cost payment should be made on Monthly Basis as per their attendance.	No change in the RFP terms
401	53	Appendix-F INDICATIVE PRICE BID	Please note: Resources Cost will be paid quarterly in arrears.		No change in the RFP terms
402	49	Appendix-D SCOPE OF WORK AND PAYMENT SCHEDULE J. Performance Requirements	The bidder should ensure an uptime of 98% at any given time.	Assuming the Platform Uptime is 98%, please clarify.	Yes
403	64	Appendix-J PENALTIES & SLA TERMS -	9. During the term of the contract, the BIDDER shall ensure that the product(s) is in perfect working order and condition and for this purpose will provide the following repairs and maintenance services: b) <b>The maximum response time for a maintenance complaint from the site of installation</b> (i.e. time required for Bidder's maintenance engineers to report to the installations after a request call/ fax/ e-mail is made or letter is written) <b>shall not exceed SLA defined in this RFP.</b> c) The BIDDER shall ensure that <b>faults and failures intimated by Bank as above are set right within SLA defined in this RFP</b> , of being informed of the same.	Maximum response time and fault failures SLA not defined in this RFP. Please provide details.	Necessary information shall be provided to the selected bidder.
404	65	Appendix-J PENALTIES & SLA TERMS -	11. However if Bank desires to shift the product(s) to a new site and install it thereof urgently, the BIDDER shall be informed of the same immediately.	Assuming the shifting of the product (if required) will be within Mumbai. Please clarify.	Selected bidder is required to comply to be Bank's decision.

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405	65		<p><b><u>Future additions of Software:</u></b> The Bank would have the right to: a) Shift supplied systems to an alternative site of its choice. b) Expand the capacity/ enhance the features/ upgrade the software supplied, either from the bidder, or another bidder, or developed in-house. Provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the BIDDER cost of performing maintenance service.</p>	Such additions of software should be mutually discussed and agreed.	Yes
406	3	13	<p><b>Transition Penalty:</b> 15% of the Total Contract Value.</p>	We propose deletion of this clause from RFP terms and conditions	Already reduced to 10%.
407	29	43	<p><b>Terminations:</b> 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: (a) If the 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; (b) If the Service Provider fails to perform any other obligation(s) under the RFP/ Agreement; (c) Violations of any terms and conditions stipulated in the RFP; (d) On happening of any termination event mentioned in the RFP/ Agreement.</p>	Propose mutual termination right is breach is not remedied within a notice period of 30 days.	No change in the RFP Terms.
408		17	<p>17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:</p>	Kindly change evaluation criteria to QCBS with 70% technical weightage and 30% commercial weightage	No change in the RFP terms

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409		27.ii	During the AMC period, the Bidder will have to undertake comprehensive support of the Software Platform/ Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost.	Please confirm infra and network movement, administration and support will be handled by SBI' team and is beyond scope of bidder.	The required hardware sizing is to be suggested by the selected bidder. OS related Patches and upgrade will take care by the Bank rest will take care by the bidders.
410		27.V	v. Support would be on-site and comprehensive in nature and must have back to back support from the OEM/ Service Provider. Service Provider will warrant products against defects arising out of faulty design etc. during the specified support period.	There are quite a few Open Source tools listed for DevOps implementation. There will not be OEM or Service Provider for such tools. Kindly confirm this clause will not be applicable in such cases.	The responsibility of the smooth operations will remain with the selected bidder. However, dependencies of the community response will be taken into consideration whenever applicable.
411		38.i	i. Service Provider shall deliver the following documents to the Bank for every software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/ database administrative documents, debugging/ diagnostics documents, test procedures etc.	On-Line Tutorial/CBTs referred here are from tools and tool usage perspective or bidder need to prepare CBT content for the configuration and implementation done?	The contents should be relevant to the platform setup implemented in the Bank.
412		Appendix B.2	The Bidder must have an average turnover of minimum Rs. 35 crore during last 03 (three) financial year(s) i.e. FY18-19, FY17-18 and FY16-17.	Request to change this criteria from 35 crore to 500 crore.	No change in the RFP terms
413		Appendix B.4	Bidder should have experience of minimum 2 years in implementing similar Software Platform/ Solution/services.  Copy of the order and/ or Certificate of completion of the work. The Bidder should also furnish user acceptance report.	Request to allow case studies and Self Attested certificates, due NDAs we are not allowed to Share, Customer contact information, and Work Order or Completion certificates.	As desired, we may need to contact the reference to validate the claim. Hence, no change in the RFP terms.

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414		Appendix D.B.C	c) The platform should be able to stitch together the following combination of preferably Open-Source (OSS) and/or Licensed Tools to implement the end-to-end CI/CD/CT pipeline spanning across multiple development environments and multiple network regions as detailed below: * Licenses for these tools shall be managed by the Bank	Please confirm, bidder needs to provide software licenses for remaining tools (other than open source).	No
415		Appendix D.B.C	c) The platform should be able to stitch together the following combination of preferably Open-Source (OSS) and/or Licensed Tools to implement the end-to-end CI/CD/CT pipeline spanning across multiple development environments and multiple network regions as detailed below: * Licenses for these tools shall be managed by the Bank	Please confirm infra, connectivity, hardware etc. will be provided by bank for deployment of these tools.	Yes , but selected bidder has to be provide the Hardware requirement and sizing
416		Appendix D.B.i	The platform should be able to help application owners to automate unit testing, functional testing and non-functional testing (e.g. performance test, security test) and integrate them into the pipeline.	Please confirm automation test cases unit/functional/non-functional/load/performance/security testing will be provided by SBI/SBI's application provider and is not part of bidder's scope.	Yes, however, the capabilities are to be made available in self-service mode.
417		Appendix D.C.c	c) The team may be required to attend certain shifts on holidays/off days/ late evening hours, as and when required.	Kindly quantify such shifts/holiday workings.	Necessary information shall be provided to the selected bidder.
418		Appendix D.C.g	Download and maintain a Central Repository of all the OSS DevOps toolset installable, its latest patches, upgrades, fixes and dependencies etc. resolving the security finding and recommendations as decided by the Bank.	Please confirm only latest baseline code needs to be migrated to new CI platform (Git).	It will depend on the application owner's requirement.



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419		Appendix D.C.g	2. Create, implement, setup, maintain and upgrade/ update the centralized DevOps platform as well as the associated toolsets identified by the Bank at PR, DR as well as UAT locations as decided by the Bank. Wherever applicable, recommend and refine the infrastructure sizing.	Please confirm access to UAT environment will be provided from one centralized location or team will be required to visit these locations.	Access to servers (UAT/ others) will be provided to the on-site team centrally.
420		Appendix D.C.g	14. Ensure Backup, Recovery and DR of the DevOps platform as decided by the Bank.	Please provide count/list of UAT locations.	Necessary information shall be provided to the selected bidder.
421		Appendix D.C.g	13. Monitor the assets of centralized DevOps platform and ensure its compliance in terms of patches and upgrades, VAPT and other compliance, as decided by the Bank.	Kindly share applicable compliance so that it can be factored in scope. We can only commit and factor compliance listed in RFP. All unlisted compliance will be out of scope.	Bidder is expected to fix / resolve the VAPT and security related compliances being done at regular intervals during the period of the contract.
422		Appendix D.C.g	14. Ensure Backup, Recovery and DR of the DevOps platform as decided by the Bank.	Please confirm the DC-DR connectivity and replication will be handled by Bank infra team.	DC-DR connectivity will be provided by the Bank.
423		Appendix D.C.g	9. Should be able to provide hands-on sessions to each application department – immediately after the on-boarding on the platform.	Please share count/list of applications by technology.	Necessary information shall be provided to the selected bidder.
424		Appendix D.D	1 Commissioning of platform & tool-sets. Max 16 Weeks from Date of PO	Please relax timelines to 24 weeks from date of contract signing.	No change in the RFP Terms
425		Appendix D.D	3 On-boarding of 2 applications with end-to-end pipeline integration (PILOT Phase) Max 12 Weeks from Date of Go-Live	Please share details of these 2 applications including; technology stack, deployment architecture, number of environments, number of developers, number of testers. This is require to estimate efforts for pipeline implementation.	Necessary information shall be provided to the selected bidder.
426		Appendix D.D	i. The platform/ solution/ architecture should be able to support and scale to onboard minimum 100 applications over the duration of the contract period.	Please share details of these 100 applications including; technology stack, deployment architecture, number of environments, number of developers, number of testers. This is require to check compatibility of tools and their fitment.	Necessary information shall be provided to the selected bidder.
427		Appendix E.C	Should be able to provide support for non-standard integrations as part of the solution	Kindly define what nonstandard integrations is. Changing source code of tool or create plugin on top of tools is substantial effort. Kindly share precise detail to factor this in scope.	Necessary information shall be provided to the selected bidder.