

RFP FOR PROCUREMENT, INSTALLATION, SETUP AND MAINTENANCE OF ENTERPRISE ARCHITECTURE (EA) TOOL
(Ref: SBI/GITC/Enterprise and Technology Architecture/2019/2020/617 Dated 23/07/2019)

PRE BID QUERIES & RESPONSES

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestion	Bank's Response
1	1	16	Ability to build data dictionaries with the support of multiple terminologies and to automatically fetch information from various repositories into the data dictionaries (including but not limited to the attributes and their properties)	As 'various repositories' can be anything, would a intermediate solution to export information from these repositories into Excel/CSV and import into EA platform suffice?	Bank wants both - Direct Integration and export/import facilities.
2	1	32	Ability to perform real-time and dynamic analysis on Business information and IT assets.	What attributes values can be identified by SBI to clarify what is meant by real-time and dynamic analysis?	Functionality should be available in the tool. Actual attributes will be decided later. [For eg SWOT analysis, Cost Benefit analysis]
3	2	70	Support for adapters to input operational data for e.g. adapters such as RESTful APIs, message-oriented middleware (MOM), files databases etc.	what kind of operational data is defined by SBI to input in EA platform?	Operational data like application architecture, meta data,data dictionaries etc
3	2	73	Information collected in the tool should follow the Backup policy of the Bank	Please provide SBI backup policy	Policy will be shared with the selected bidder.
4	2	83	Ability to access through the browser (versions as per Bank's Policy) with full modelling capabilities	Does SBI have citrix-like solutions in-house to push MS Windows clients to a browser on local workstations?	Bank wants application access is through a browser based web portal or similar.
5	n/a	n/a		Would SBI allow a full SAAS solution hosted externally?	No
6	3	SCHEDULE OF EVENTS	Bank Guarantee 20% of the Contract Price Performance Security in form of BG should be valid for 5 year(s) and three months from the effective date of the Contract	PBG shall be 10% of total Contract value on year to year basis	Please refer to corrigendum #1.
7	9	7. CLARIFICATION AND AMENDMENTS ON RFP/ PRE-BID MEETING	.	Bidder response shall adequately cover with applicable prerequisite. Bidder also suggest Bank scope of responsibilities shall be enumerated.	No Change in the RFP terms.
8	9	7. CLARIFICATION AND AMENDMENTS ON RFP/ PRE-BID MEETING	v.) No request for change in commercial / legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained. vi). Queries received after the scheduled date and time will not be responded/ acted upon.	We hereby understand that Bank considers a bid as a responsive bid without deviation. However In case bidder has submitted response with deviations, Bank will ask the bidder to withdraw the deviations or Reject the bid completely without assigning a reason. EMD will not be forfeited in such case.	
9	10	9. EARNEST MONEY DEPOSIT (EMD)	vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at Appendix-H.	We hereby submit that in the event of us being short listed as the successful Bidder, the contract to be entered into between the parties shall be a mutually accepted Agreement.	No Change in the RFP terms.
10	19	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.
11	23	31. RIGHT TO AUDIT	iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/ data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/ or any regulatory authority (ies). The Bank reserves the right to call for and/or retain any relevant information/ audit reports on financial and security review with their findings undertaken by the Service Provider. However, Service Provider shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).	Financial data pertaining to Bidders cost shall be excluded as enumerated in the earlier signed legacy agreement	Please refer the exclusion provided in the clause. No Change in RFP terms.

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12	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 not exceed the total Project Cost.</p> <p>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></p> <p>iii. The limitations set forth herein shall not apply with respect to:</p> <p>a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;</p> <p>b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,</p> <p>c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,</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.	No Change in the RFP terms.
13	24	34. LIMITATION OF LIABILITY:	<p>1) Bank shall not make any admission of claims causing prejudice to the defense of the bidder against such claims without the bidder's prior written consent and bank co-operates with Bidder in such defense and settlement.</p> <p>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>v) Licensing / Source code & Escrow provisions shall be as per OEM Licensing conditions</p>	This shall be restricted to bidder's scope of work only as per agreed terms & conditions of contract. Such guidelines are mutually agreed to both the Parties	No change in Limitation of Liability Clause. Reference of Clause is not related to Limitation of Liability Clause. Further reference of any legacy agreement / MSA is not applicable for the purpose of this RFP. Terms and conditions will be as per RFP.
14	26	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</p> <p>(a) procure for the Bank the right to continue to using the Software supplied; or</p> <p>(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</p> <p>(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/</p>	<p>1) Bank shall not make any admission of claims causing prejudice to the defense of the bidder against such claims without the bidder's prior written consent and bank co-operates with Bidder in such defense and settlement.</p> <p>2) Such breach shall be waived if it is solely due to omission / fault of SBI or its contractor.</p>	No Change in the RFP terms.

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15	26	39. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP	vi. Service Provider shall grant the Bank a fully paid-up, irrevocable, non-exclusive, 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. The source code / object code / executable code and compilation procedures of the Software Solution should be placed under an Escrow arrangement . All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Any update or upgrade to source code should be informed and brought under Escrow or made available to the Bank.	Licensing / Source code & Escrow provisions shall be as per OEM Licensing conditions	Please refer to corrigendum #1.
16	27	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 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	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.
17	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. Prior to providing a written notice of termination to Service Provider under clause 43 (i) (a) to 43 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause. 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	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 3) 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.	No Change in the RFP terms.
18	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 half of the total Contract period (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. Please also refer clause 46 (ii).
19	57	13. Payment Schedule	Supply EA tool, including Warranty = 4 weeks from the date of PO and 50% will be paid on submission of the Bank Guarantee (BG)	Bidder is already paying PBG, hence a separate BG for 50% payment is not required. This condition to be removed.	Please refer to corrigendum #1.

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20	59	Appendix-F INDICATIVE PRICE BID	Variation in the final price should not exceed +/- 5%.	Practically, the price may vary based on the discount during Reverse Auction process, hence managing the final break up within +/- 5% per line item would be difficult. Hence suggestion is to remove this clause.	No Change in the RFP terms.
21	59	D. Onsite Support	Onsite EA Tool Expert - The resource Cost to be paid Quarterly in Arrears.	Suggestion - The resource Cost to be paid Monthly in Arrears.	Accepted
21	70	Appendix-J PENALTIES & SLA TERMS	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.	The clause stands withdrawn
22	71	Appendix-J PENALTIES & SLA TERMS	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 right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another bidder. 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 contract 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. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs. 50,000,00/- (Rs Fifty Lacs only) on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.	Bidder suggest deletion of wordings - If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs. 50,000,00/- (Rs Fifty Lacs only) on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.	Please refer to corrigendum #1.
23	86	Appendix-P PRE CONTRACT INTEGRITY PACT	The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.	This clause is very wide & need to be deleted as Bank has recourse to penalty / PBG etc for any breach by Bidder	No Change in the RFP terms.
24	86	Appendix-P PRE CONTRACT INTEGRITY PACT	6. Fall Clause The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	The BIDDER undertakes that it has not supplied /is not supplying similar (in quantity) product / systems or subsystems as a whole solution at a price lower than that offered in the present bid in respect of any other Ministry /Department of the Government of India or PSU and if it is found at any stage that similar (in quantity) product / systems or sub systems as a whole solution was supplied by the BIDDER to any other Ministry /Department of the Government of India or a PSU or a Bank at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	No Change in the RFP terms.

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25		Payment to the Bidder		Suggestion : Bider to have a right to suspend the services if the undisputed invoices are not paid beyond 30 days time frame.	No Change in the RFP terms.
1	3	Schedule of Events	Tender Fee & EMD to be deposited in SBI collections account	We request bank to accept DD for tender fee and BG for EMD	No Change in the RFP terms in this regard as same has been approved by competent authority.
2	3	Schedule of Events	Bank Guarantee - 20% of the Contract Price	We request bank to change same to 10% of services value of the deal	Please refer to corrigendum #1.
3	8	ELIGIBILITY AND TECHNICAL CRITERIA	If any Bidder submits Bid on behalf of Principal/ OEM, the same Bidder shall not submit a Bid on behalf of another Principal/ OEM under the RFP. Bid submitted with option of multiple OEMs shall also be considered bid submitted on behalf of multiple OEM	Points mentioned under this are conflicting. Request bank to re-visit same	No Change in the RFP terms.
4	39	BIDDER'S ELIGIBILITY CRITERIA	Bidder should have an established CoE (centre of excellence), for EA Tool implementation, with minimum 5 certified resources of the proposed tool to provide expert assistance when required.	We suggest bank to change clause to Bidder / OEM ould have an established CoE (centre of excellence), for EA Tool implementation, with minimum 5 certified resources of the proposed tool to provide expert assistance when required	Please refer to corrigendum #1.
5	39	BIDDER'S ELIGIBILITY CRITERIA	Bidder should have experience of minimum 3 years in implementation and maintenance of EA tool.	We suggest bank to change clause to Bidder / OEM should have experience of minimum 3 years in implementation and maintenance of EA tool. Also we request bank to accept client letter / email / self declaration as documentary proof instead of UAT report	Please refer to corrigendum #1.
6	40	BIDDER'S ELIGIBILITY CRITERIA	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects. (Start and End Date of the Project to be mentioned) in the past. * Minimum 2 implementations and client references of the same product are required. Out of 2, one implementation should be in banking industry. * Both the references should have deployment where minimum 200 applications are registered in the EA tool.	Request bank to consider Biddder / OEM self declaration	Please refer to corrigendum #1.
7	57	Payment schedule	Pilot 12 weeks from LOI Nil	As pilot is for longer period and includes 50 applications, we request bank to do pilot on monetary basis.	Please refer to corrigendum #1.
8	57	Payment schedule	-	Request bank to confirm payment terms for training	Payment for on demand trainings shall be made in full in one installement.
9	57	Payment schedule	Summary / Description Timelines Payment % Of (License & Implementation) cost Supply EA tool, including warranty 4 Weeks from Date of PO 50% (On submission of the Bank Guarantee) Installation, Setup & Integration 14 weeks from Date of PO 30% Balance 20% of License & Implementation cost Expiry of warranty period	Suggest bank to change payment terms to below 100% of license payment on delivery Implementation milestone based as follows: 50% on Installation and Setup 40% after successful implementation, configuration, testing and go live. 10% after training to SBI staff.	Please refer to corrigendum #1.

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10	68	Appendix J - Penalties and SLA Terms	<table><tr><th>Sr. No.</th><th>Description</th><th>Timelines</th><th>Penalties (calculated for each week or part thereof the delay)</th></tr><tr><td>1</td><td>Supply EA tool, including warranty</td><td>4 Weeks from Date of PO</td><td>0.5 % +</td></tr><tr><td>2</td><td>Installation, Setup & Integration</td><td>14 weeks from Date of PO</td><td>1.0 % +</td></tr><tr><td>3</td><td>Delay in delivery of customization/ integration of the software features as submitted in the compliance sheet for Appendix-C (Technical and Functional Specifications)</td><td>12 weeks from the date of Go-Live</td><td>1.0 % +</td></tr></table>	Sr. No.	Description	Timelines	Penalties (calculated for each week or part thereof the delay)	1	Supply EA tool, including warranty	4 Weeks from Date of PO	0.5 % +	2	Installation, Setup & Integration	14 weeks from Date of PO	1.0 % +	3	Delay in delivery of customization/ integration of the software features as submitted in the compliance sheet for Appendix-C (Technical and Functional Specifications)	12 weeks from the date of Go-Live	1.0 % +	Delays can trigger penalties for service provider only if proven that provider is responsible	No Change in the RFP terms.		
Sr. No.	Description	Timelines	Penalties (calculated for each week or part thereof the delay)																				
1	Supply EA tool, including warranty	4 Weeks from Date of PO	0.5 % +																				
2	Installation, Setup & Integration	14 weeks from Date of PO	1.0 % +																				
3	Delay in delivery of customization/ integration of the software features as submitted in the compliance sheet for Appendix-C (Technical and Functional Specifications)	12 weeks from the date of Go-Live	1.0 % +																				
11	68	Appendix J - SLA during warranty and AMC duration	<table><tr><th>Incident Type</th><th>Resolution Time</th><th>Penalties (calculated for each day or part thereof the delay beyond resolution time)</th></tr><tr><td>Level 1</td><td>2 working day</td><td>Rs. 10000 **</td></tr><tr><td>Level 2</td><td>4 working days</td><td>Rs. 7000 **</td></tr><tr><td>Level 3</td><td>7 working days</td><td>Rs. 4000 **</td></tr><tr><td>Level 4</td><td>9 working days</td><td>Rs. 1000 **</td></tr><tr><td>Level 5</td><td>9 working days</td><td>Rs. 1000 **</td></tr></table>	Incident Type	Resolution Time	Penalties (calculated for each day or part thereof the delay beyond resolution time)	Level 1	2 working day	Rs. 10000 **	Level 2	4 working days	Rs. 7000 **	Level 3	7 working days	Rs. 4000 **	Level 4	9 working days	Rs. 1000 **	Level 5	9 working days	Rs. 1000 **	Since this is a non critical system, we would like to propose SLA based on response time and not resolution time. Also, it should be just three levels for simplicity, Level 1, Level 2 and Level 3	No changes in the RFP terms. However, please refer to corrigendum #1 for the revised levels of "Incident Type".
Incident Type	Resolution Time	Penalties (calculated for each day or part thereof the delay beyond resolution time)																					
Level 1	2 working day	Rs. 10000 **																					
Level 2	4 working days	Rs. 7000 **																					
Level 3	7 working days	Rs. 4000 **																					
Level 4	9 working days	Rs. 1000 **																					
Level 5	9 working days	Rs. 1000 **																					
12	54	Item 5	To integrate the solution with various systems/ applications in the Bank including, but not limited, to SOC, PIMS, ITAM, ADS/ SSO, etc. at no extra cost.	Kindly let us know number of intergrations SBI is looking at	This shall be as per IS policy of the Bank for application integration.																		
13	50	Point number 90	The database of the solution should support database from open source stack	Solution we plan to propose is not on Open Source Stack. Can you please confirm this requirement and possibly change this	The Bank prefers database tier to be on open source stack.																		
14	70	Annexure J - Pt 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.	Need clarification	The clause stands withdrawn																		
2	09&10	Clause 8: Contents of Bid Document	v. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned.	v. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. However, SBI shall maintain the confidentiality of the bid proposal submitted by the Bidder.	No Change in the RFP terms. Please refer Clause 14 "Bid Integrity".																		

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3	10	Clause 9: EMD	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) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; 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 sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP. ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/ this department, in future, as per sole discretion of the Bank.	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) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; 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 sign the Contract on mutually agreed terms and conditions with the Bank or furnish Bank Guarantee, within the specified time period in the RFP. ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/ this department, in future, as per sole discretion of the Bank.	No Change in the RFP terms.
4	13	Clause 14: Bid Integrity	Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.	Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.	No Change in the RFP terms.
5	15-16	Clause 17: Evaluation of Indicative Bids and Finalization	v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of Appendix-F within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action. vi. Errors, if any, in the price breakup format will be rectified as under: (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.	v. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of Appendix-F within 48 hours of conclusion of the Reverse Auction, failing which Bank may cancel the bid. vi. Errors, if any, in the price breakup format will be rectified as under: (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, the Bid will be rejected.	No Change in the RFP terms.

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11	20-21	Clause 27: Warranty and Annual Maintenance Contract	iii. During the support period (warranty and AMC, if desired), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive onsite maintenance shall include, among other things, day to day maintenance of the Software Solution as per the Bank's policy, reloading of firmware / software, compliance to security requirements, etc. when required or in the event of system crash / malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.	iii. During the support period (warranty and AMC, if desired), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive onsite maintenance shall include, among other things, day to day maintenance of the Software Solution as per the Bank's policy, reloading of firmware / software, compliance to security requirements, etc. when required or in the event of system crash / malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational as per the agreed specifications of the Bank within the given timelines.	Accepted															
1	3	Schedule of Events - 13	20% of the Contract Price Performance Security in form of BG should be valid for 5 year(s) and three months from the effective date of the Contract.	20% performance bond to be reduced to 10%, and on services only (exclude licenses)	Please refer to corrigendum #1.															
2	39	Appendix B - Bidders Eligibility Criteria 2,3,45,		Bidder AND OEM cumulatively need to meet the conditions (Indian company, 5 cores, 5 resources in EA, 3 years of experience, 2 references in the tool including a bank...)	No changes in the RFP terms.															
3	57	Payment Schedule	<table><tr><th>Summary / Description</th><th>Timelines</th><th>Payment % Of (License Implementation) cost &</th></tr><tr><td>Pilot</td><td>12 weeks from LOI</td><td>Nil</td></tr><tr><td>Supply EA tool, including warranty</td><td>4 Weeks from Date of PO</td><td>50% (On submission of the Bank Guarantee)</td></tr><tr><td>Installation, Setup & Integration</td><td>14 weeks from Date of PO</td><td>30%</td></tr><tr><td>Balance 20% of License & Implementation cost</td><td></td><td>Expiry of warranty period</td></tr></table>	Summary / Description	Timelines	Payment % Of (License Implementation) cost &	Pilot	12 weeks from LOI	Nil	Supply EA tool, including warranty	4 Weeks from Date of PO	50% (On submission of the Bank Guarantee)	Installation, Setup & Integration	14 weeks from Date of PO	30%	Balance 20% of License & Implementation cost		Expiry of warranty period	100% of license price upon signature of contract or LOI Services payment can be as per milestones and completion	Please refer to corrigendum #1.
Summary / Description	Timelines	Payment % Of (License Implementation) cost &																		
Pilot	12 weeks from LOI	Nil																		
Supply EA tool, including warranty	4 Weeks from Date of PO	50% (On submission of the Bank Guarantee)																		
Installation, Setup & Integration	14 weeks from Date of PO	30%																		
Balance 20% of License & Implementation cost		Expiry of warranty period																		
4	53	SCOPE OF WORK AND PAYMENT SCHEDULE Pilot	The bidder to provide onsite EA tool experts (at least one member from OEM) to create the EA artefacts for all the architecture domains (including but not limited to business, data, application and technology) for atleast 1 business vertical, with 50 applications, based on the inputs and artefacts provided by the Bank. Bidders has to comply with Bank's IS policy. Bank will issue an appropriate letter of Intent (LOI) for the same with the condition that the purchase order (PO) shall only be issued after successful completion of the pilot. Bidder to provide project plan for executing pilot within two weeks from the date of LOI.	Pilot should be paid as its too long and involved 50 application which is almost a project for us and three months duration is very long with lot of cost	Please refer to response at row #36															

RFP FOR PROCUREMENT, INSTALLATION, SETUP AND MAINTENANCE OF ENTERPRISE ARCHITECTURE (EA) TOOL
(Ref: SBI/GITC/Enterprise and Technology Architecture/2019/2020/617 Dated 23/07/2019)

PRE BID QUERIES & RESPONSES

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause			Query / Suggestion	Bank's Response																		
5	57	Payment Schedule	<table><tr><th>Summary / Description</th><th>Timelines</th><th>Payment % Of (License Implementation) cost &</th></tr><tr><td>Pilot</td><td>12 weeks from LOI</td><td>Nil</td></tr><tr><td>Supply EA tool, including warranty</td><td>4 Weeks from Date of PO</td><td>50% (On submission of the Bank Guarantee)</td></tr><tr><td>Installation, Setup & Integration</td><td>14 weeks from Date of PO</td><td>30%</td></tr><tr><td>Balance 20% of License & Implementation cost</td><td></td><td>Expiry of warranty period</td></tr></table>			Summary / Description	Timelines	Payment % Of (License Implementation) cost &	Pilot	12 weeks from LOI	Nil	Supply EA tool, including warranty	4 Weeks from Date of PO	50% (On submission of the Bank Guarantee)	Installation, Setup & Integration	14 weeks from Date of PO	30%	Balance 20% of License & Implementation cost		Expiry of warranty period	~40% of services to be paid upon allowance of the contract, of which ~10% cover the performance guarantee ~30% cover our initial costs to run the project	Please refer to corrigendum #1.			
			Summary / Description	Timelines	Payment % Of (License Implementation) cost &																				
			Pilot	12 weeks from LOI	Nil																				
			Supply EA tool, including warranty	4 Weeks from Date of PO	50% (On submission of the Bank Guarantee)																				
			Installation, Setup & Integration	14 weeks from Date of PO	30%																				
Balance 20% of License & Implementation cost		Expiry of warranty period																							
6	3	Schedule of Events - 13	20% of the Contract Price Performance Security in form of BG should be valid for 5 year(s) and three months from the effective date of the Contract.			Performance bond should be reduced to 1 year, instead of 5 years	No changes in the RFP terms																		
7	54	Supply of EA tool, including warranty: Point number 5	The Tool shall be supplied along with comprehensive warranty applicable for 12 months from the date of Go-live. The warranty would be comprehensive in nature and with back to back support from the OEM. The bidder should warrant the product(s) against defects arising out of faulty design, materials and media workmanship etc. The bidder should provide support for other preinstalled software components during the warranty period of the product(s).			Service Warranty is 1 month after end of project.	No changes in the RFP terms																		
8	68	Appendix J - Penalties and SLA Terms	<table><tr><th>Sr. No.</th><th>Description</th><th>Timelines</th><th>Penalties (calculated for each week or part thereof the delay)</th></tr><tr><td>1</td><td>Supply EA tool, including warranty</td><td>4 Weeks from Date of PO</td><td>0.5 % *</td></tr><tr><td>2</td><td>Installation, Setup & Integration</td><td>14 weeks from Date of PO</td><td>1.0 % *</td></tr><tr><td>3</td><td>Delay in delivery of customization/ integration of the software features as submitted in the compliance sheet for Appendix-C (Technical and Functional Specifications)</td><td>12 weeks from the date of Go-Live</td><td>1.0 % *</td></tr></table>			Sr. No.	Description	Timelines	Penalties (calculated for each week or part thereof the delay)	1	Supply EA tool, including warranty	4 Weeks from Date of PO	0.5 % *	2	Installation, Setup & Integration	14 weeks from Date of PO	1.0 % *	3	Delay in delivery of customization/ integration of the software features as submitted in the compliance sheet for Appendix-C (Technical and Functional Specifications)	12 weeks from the date of Go-Live	1.0 % *	Delays can trigger penalties for service provider only if proven that provider is responsible	Please refer to response at row #39		
			Sr. No.	Description	Timelines	Penalties (calculated for each week or part thereof the delay)																			
			1	Supply EA tool, including warranty	4 Weeks from Date of PO	0.5 % *																			
			2	Installation, Setup & Integration	14 weeks from Date of PO	1.0 % *																			
3	Delay in delivery of customization/ integration of the software features as submitted in the compliance sheet for Appendix-C (Technical and Functional Specifications)	12 weeks from the date of Go-Live	1.0 % *																						
9	68	Appendix J - SLA during warranty and AMC duration	<table><tr><th>Incident Type</th><th>Resolution Time</th><th>Penalties (calculated for each day or part thereof the delay beyond resolution time)</th></tr><tr><td>Level 1</td><td>2 working day</td><td>Rs. 10000 **</td></tr><tr><td>Level 2</td><td>4 working days</td><td>Rs. 7000 **</td></tr><tr><td>Level 3</td><td>7 working days</td><td>Rs. 4000 **</td></tr><tr><td>Level 4</td><td>9 working days</td><td>Rs. 1000 **</td></tr><tr><td>Level 5</td><td>9 working days</td><td>Rs. 1000 **</td></tr></table>			Incident Type	Resolution Time	Penalties (calculated for each day or part thereof the delay beyond resolution time)	Level 1	2 working day	Rs. 10000 **	Level 2	4 working days	Rs. 7000 **	Level 3	7 working days	Rs. 4000 **	Level 4	9 working days	Rs. 1000 **	Level 5	9 working days	Rs. 1000 **	Since this is a non critical system, we would like to propose SLA based on response time and not resolution time. Also, it should be just three levels for simplicity, Level 1, Level 2 and Level 3	Please refer to response at row #40
			Incident Type	Resolution Time	Penalties (calculated for each day or part thereof the delay beyond resolution time)																				
			Level 1	2 working day	Rs. 10000 **																				
			Level 2	4 working days	Rs. 7000 **																				
			Level 3	7 working days	Rs. 4000 **																				
			Level 4	9 working days	Rs. 1000 **																				
Level 5	9 working days	Rs. 1000 **																							
10	54	Item 5	To integrate the solution with various systems/ applications in the Bank including, but not limited, to SOC, PIMS, ITAM, ADS/ SSO, etc. at no extra cost.			This is unlimited integrations and SBI may want to limit the scope	Please refer to response at row #41																		
11	50	Point number 90	The database of the solution should support database from open source stack			Our solution is not on Open Source Stack. Can you please confirm this requirement and possibly change this	Please refer to response at row #42																		

RFP FOR PROCUREMENT, INSTALLATION, SETUP AND MAINTENANCE OF ENTERPRISE ARCHITECTURE (EA) TOOL
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PRE BID QUERIES & RESPONSES

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestion	Bank's Response
	25	39. Intellectual Property Rights and Ownership - vi.	Service Provider shall grant the Bank a fully paid-up, irrevocable, non-exclusive, 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. The source code / object code / executable code and compilation procedures of the Software Solution should be placed under an Escrow arrangement. All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Any update or upgrade to source code should be informed and brought under Escrow or made available to the Bank.	Replication of the software depends on licenses, and you cannot replicate it without acquiring the required licenses. Also, QualiWare does not put it's source code in escrow - can we change this clause?	Please refer to corrigendum #1
	47	Technical & Functional Specification - 55.	Solution should work with Bank's SSO for authentication and provide out of the box user profiles for different domain users (IT Architects, Information Architects, Portfolio managers etc.) with a user interface for each profile based on their needs	What is the bank's current Active Directory/SSO solution? ADFS or different?	Its windows based Active Directory (ADFS)
	47	Technical & Functional Specification - 60.	Clearly depict the configurable elements in the tool and their extent of configurability	How does the Bank want the configurable elements to be depicted?	Through the user interface.
	49	Technical & Functional Specification - 73.	Information collected in the tool should follow the Backup policy of the Bank	What is the back-up policy of the bank?	Backup policy shall be shared with the selected bidder.
	49	Technical & Functional Specification - 83 - 91.	Infrastructure - Requirements 83 - 91	Can we get the current infrastructure specifications to check if it is ok? Or submit our own infrastructure specifications?	The available infrastructure details with the Bank is already mentioend in the RFP document. More details will be shared with the selected bidder.
	50	Technical & Functional Specification - 89.	Support for both structured and un-structured content	What kind of support for unstructured data do SBI need	Images, graphs, videos, Web 2.0 type elements such as blogs, Wikis etc.
	50	Technical & Functional Specification - 90.	The database of the solution should support database from open source stack	Is SQL DB acceptable?	Yes
	54	Installation, Setup and Integration - 5.	To integrate the solution with various systems/ applications in the Bank including, but not limited, to SOC, PIMS, ITAM, ADS/ SSO, etc. at no extra cost.	Integrations need to be scoped before committing to completing integration for no extra costs. Can we get more details?	Please refer to response at row #41
	55	Training a.	First training to be conducted during the warranty period should be free.	5 days of on-site training is typically not free - should this be included in the implementation cost?	No changes in the RFP terms
	60	Pricing	Pricing in general	Does the Bank only need 20 concurrent licenses? What roles? And then free licenses for rest of company?	Details are given clearly in the RFP.
Appendix	101	Intellectual Property Rights - 12.6	Service provider hereby grants the Bank a fully paid-up, irrevocable, unlimited, perpetual, non-exclusive/exclusive license <strike off whichever is not applicable> 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.	Replicating or modifying the program needs QualiWare permission or licensing - can we change this?	Please refer to corrigendum #1

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PRE BID QUERIES & RESPONSES

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Appendix	104	Ownership - 16.1	Service Provider will provide Source Code for every version of the Software supplied or customized/developed specifically for the Bank, without any cost to the Bank, and it will be treated as the property of the Bank.	We may need to discuss this. Any custom development is typically owned by QualiWare and licensed to the customer. The Bank would need to pay us an agreed price in order to own any custom developed software.	Please refer to corrigendum #1
Appendix	104	Ownership - 16.2	The Source Code /Object Code /executable code and compilation procedures of the Software solution made under this Agreement are the proprietary property of the Bank and as such Service provider shall make them available to the Bank after successful User Acceptance Testing.	QualiWare will not give the Bank access to our product source code. Custom source code for the Bank can be discussed.	
Appendix	104	Ownership - 16.4	Service Provider shall ensure proper change management process covering impact assessment, requirement and solution documents detailing changes made to the Software for any work order, in addition to enabling the programmers identify and track the changes made to the source code. The Source Code will be delivered in appropriate version control tool maintained at the Bank's on site location.	Source code of our standard products will be managed, owned and maintained by QualiWare.	
Appendix	105	Ownership - 16.9	The Intellectual Property Rights on the Software Code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Service Provider shall hold All Intellectual Property rights in any pre-built software per se, except for those which have been assigned under this Agreement.	Pre-built QualiWare APIs and integrations will remain property of QualiWare. Ownership of custom-built integrations can be discussed.	
Appendix	105	Source Code Escrow Agreement	All clauses	QualiWare does not put it's source code in escrow. Can we remove this?	Please refer to corrigendum #1
Appendix	106	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 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.	We do not agree to pay any excess costs. Can we remove this?	No Change in the RFP terms.
Annexure	128	Transfer of Software - 9.1	Entire clause of 9.1	Source code of our standard product will not be transferred.	Please refer to corrigendum #1
Appendix	130	Transfer of Service Strucutre - 13.1 d, e, f	13.1 d, e, f	Source code of our standard product will not be transferred.	Please refer to corrigendum #1