



Corrigendum 1
Dated: 05/08/2019

To

**REQUEST FOR PROPOSAL
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**

**Head
Enterprise & Technology Architecture Dept.
2nd Floor, Kapas Bhavan
SB GITC, CBD Belapur
Navi Mumbai 400 614**

Sr. No.	Particular	Original	Revised
1	SCHEDULE OF EVENTS – Bank Guarantee (Page #3)	20% of the Contract Price	20% of contract price (excluding license cost# and training cost*) #Appendix-F Sub-Total A – Line-1 *Appendix-F Sub-Total C
2	Appendix-J PENALTIES & SLA TERMS (Page #71)	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.	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. 25,000,00/- (Rs. Twenty Five Lacs only) on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.
3	BIDDER'S ELIGIBILITY CRITERIA (Page #39)	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.	Bidder/ OEM 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.
4	BIDDER'S ELIGIBILITY CRITERIA (Page #39)	Bidder should have experience of minimum 3 years in implementation and maintenance of EA tool.	Bidder/ OEM should have experience of minimum 3 years in implementation and maintenance of EA tool.

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5	Appendix-E SCOPE OF WORK AND PAYMENT SCHEDULE (Page #53)	<p>a) Pilot:</p> <p>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.</p>	<p>b) Pilot:</p> <p>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 10 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.</p>															
6	Payment Schedule (Page #57)	<p><u>Existing Clause</u></p> <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> <p><u>Revised Clause</u></p>		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
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7	#39 INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP (page #26)	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	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																					

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		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.	and marks embodied therein perpetually. All necessary documentation in this behalf should be made available to the Bank.
8	#12 INTELLECTUAL PROPERTY RIGHTS (page #101)	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.	12.6 Service provider hereby grants the Bank a fully paid-up, irrevocable, perpetual, non-exclusive license throughout the territory of India or abroad to access, replicate and use Software licensed 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.
9	#16 OWNERSHIP (page #104) SOURCE CODE ESCROW AGREEMENT (Page #105)		The clause stands withdrawn.

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Appendix-J
PENALTIES &
SLA TERMS
(Page #68)
Existing Clause

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 **

Revised Clause

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. 5000 **
Level 3	7 working days	Rs. 2000 **
Level 5	9 working days	Rs. 1000 **