Please find below the pre-bid queries raised and the responses as provided by the Bank

SI.	RFP	RFP Clause			
No	Page No	No.	Existing Clause	Query/Suggestions	Bank's Response
1	3	Schedule of Events. 12 EMD	Earnest Money Deposit Rs.50,00,000.00 Amount should be deposited in A/c No. 10309442505, IFSC - SBIN0006240. Account Name: SBI Collection Account	We suggest bank to reduce EMD amount to 25L	No change in RFP terms and conditions
2	3	Schedule of Events. 13 Bank Guarantee	20% of TCO for the entire period of contract.	The amount of Bank Guarantee is very high. We request to reduce it to 10% of TCO for the entire period of contract	No change in RFP terms and conditions
3	3	Schedule of Events. 13 Bank Guarantee	20% of TCO for the entire period of contract.	Request bank to change PBG value to 10% of only services component of the bid	No change in RFP terms and conditions
4	3	Schedule of Events. 13 Bank Guarantee	20% of TCO for the entire period of contract.	Performance guarantee (PBG) to be provided at 10% of annual contract value and shall be renewed yearly at 10% of relevant subsequent year's contract value	No change in RFP terms and conditions
5	3	Schedule of Events. 14	14. Contact details of agency appointed for conducting Reverse Auction: Will be intimated later to technically qualified Bidders	Looks to be repeated. Please confrim correct details.	Schedule of Events. 15 - Stands Deleted
6	3	Schedule of Events. 15	Contact details of agency appointed for conducting Reverse Auction: Will be advised in due course	Looks to be repeated. Please confrim correct details.	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
7	3	Schedule of Events. 16	Delivery of the solution should be within one (01) week from date of issue of Purchase Order. The solution must be installed, tested and commissioned within a period of SIX (06) weeks from date of issue of Purchase Order	Delivery of the solution should be within One (04) weeks from date of issue of Purchase Order. In the event of the any or all component(s) / licenses / solution not being installed, tested and commissioned (except customisation) within a period of twelve (12) weeks from date of Purchase Order, a penalty of 0.5 percent of the total cost of the software/ equipment for each week or part thereof the delay, subject to maximum amount of 5 percent of the total cost of solution may be levied to vendor. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of software/ hardware	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
8	3	Schedule of Events. 16	Delivery of the solution should be within one (01) week from date of issue of Purchase Order. The solution must be installed, tested and commissioned within a period of SIX (06) weeks from date of issue of Purchase Order	Delivery of the solution should be within One (04) weeks from date of issue of Purchase Order. In the event of the any or all component(s) / licenses / solution not being installed, tested and commissioned (except customisation) within a period of twelve (12) weeks from date of Purchase Order, a penalty of 0.5 percent of the total cost of the software/ equipment for each week or part thereof the delay, subject to maximum amount of 5 percent of the total cost of solution may be levied to vendor. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of software/ hardware	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
9	3	Schedule of Events. 16 Delivery Schedule	Delivery should be with one week from date of PO. The solution must be installed, tested & commissioned within a period of 6 weeks from date of issue of purchase order.	This is subject to necessary pre-requisites to be completed by SBI. This should read as "6 weeks from the date of all pre-reqs being made available from SBI to the bidder".	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
10	10		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	Not Clear	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
11	19	Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)	(a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.	Please clarify for this perticular RFP, whether the supplier as mentioned means the software product only.	Please refer to relevant RFP terms and conditions
12	22	24. Bank Guarantee	20% of TCO for the entire period of contract.	Customer shall invoke the PBG only on occurrence of material breach and after providing 30 days cure period to the service provider to rectify the material breach for which the PBG is sought to be invoked.	No change in RFP terms and conditions

13	23	25. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING:	Service Provider should integrate the software with the existing systems as per requirement of the Bank and carry out thorough system integration testing. System integration testing will be followed by user acceptance testing, plan for which has to be submitted by Service Provider to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. 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. Service Provider should carry out other testing like resiliency/benchmarking/load etc. Service Provider should submit result log for all testing to the Bank.	Propose to delete benchmarking comparisions under this Clause and anywhere under the RFP	No change in RFP terms and conditions
14	24	27	WARRANTY AND ANNUAL MAINTENANCE CONTRACT	Please confirm that warranty conditions in respect of products/software supplied will be as per the OEM/OSD warranty terms and conditions and Bidder being an authorized reseller, will pass on such warranties "as-is", to the Bank.	No change in RFP terms and conditions
15	25	Warranty and Annual Maintenance Contract:	iv. Warranty/ AMC (if opted) for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.	We assume the system/off the shelf software means system software licenses such as OS/DB etc. Please confirm Also, statement mentions "If Opted", how the impact on commercials will be calculated if bank opts to buy these licenses at later stage. Please confirm if same will be taken care through change request.	No change in RFP terms and conditions
16	26	Warranty and Annual Maintenance Contract	iii. During the support period (warranty and AMC, if desired), the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Software Solution and its components as per the Bank's requirements. viii. The Bidder shall be agreeable for on-call/onsite support during peak weeks (last and first week of each month) 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, if any, during the support period.	Please suggest, if bank needs resources onsite at SBI GITC & Hyderabad location to cover the service window as suggested in RFP. Or As per point viii support is required on on-call basis during the support period post implementation Please clarify.	On-site support in SBI GITC
17	27	31. RIGHT TO AUDIT	Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.	Minimum 30 days written notice should be provided to Service Provider before such audit.	No change in RFP terms and conditions
18	27	31. RIGHT TO AUDIT	Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank)	Both the clauses are contraditory with each other. Request to allow sub-contracting with the Bank's prior	No change in RFP terms and conditions
19	27	24 Dight to	shall facilitate the same The Bank The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank	written approval. The cost of the any audit required by the bank shall be borned by the bank.	No change in RFP terms and conditions
20	28	34	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. iii. The limitations set forth herein shall not apply with respect to: a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider, c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non- compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.	We request capping liability to the annual value of the contract, irrespective of whether the liability arises under contract, tort or indemnity. We are okay with the exceptions to limitation of liability, provided that Indemnity in respect of third party products/software supplied, will be as per the Indemnity provisions received from the applicable OEM/Software Licensor. Please confirm the same.	No change in RFP terms and conditions
21	28	32. SUBCONTRAC TING	As per scope of this RFP, sub-contracting is not permitted.	Both the clauses are contraditory with each other. Request to allow sub-contracting with the Bank's prior written approval.	Sub-contracting is not permitted.
22	28	34. Limitation of Liability	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	We propose to revise the verbiage as follows; 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 amount paid for services for preceding twelve (12) months on the date on which the claim arises.	No change in RFP terms and conditions

23	29	36	36 DELAY IN SERVICE PROVIDER'S PERFORMANCE 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)	Please confirm that Vendor shall not be liable for any delay if such delay is due to reasons attributed to or contributed by the Bank	Understanding of the idder is correct
24	30	41. Patent Rights / Intellectual Property Rights:	ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third-party claims or infringements of intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost. iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees. v. The Vendor shall grant the Bank a host-based perpetual license throughout the territory of India or abroad to access, replicate and use software provided by the Vendor, 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	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 cooperates with Bidder in such defense and settlement. 2) Such breach shall be waived if it is soley due to omission / fault of SBI or its contractor. 3) LIcensing / Source code & Escrow provisions shall be as per OEM Licensing conditions.	No change in RFP terms and conditions
25	30	42. Liquidated Damages	Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned in part II (Schedule of Events, SI No 19). Once the maximum deduction is reached, the Bank may consider termination of the Contract.	Such breach shall be waived if it is soley due to omission / fault of SBI or its contractor.	No change in RFP terms and conditions
26	31	39	39 INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP 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 infrincing Software which is being replaced	In respect of products/equipment/ software required to be supplied, we are not an OEM/Software Licensor but a reseller and integrator of the OEM products and Software Licenses. In view of this, please confirm that any third party/OEM products/software supplied by us shall be subject to the third party license terms between Bank and the OEM/Software Licensor. IPR rights in respect of third party/OEM products/software will also be as per terms and conditions from such OEM/Software Licensor and the same shall be passed on to Bank "as-is".	No change in RFP terms and conditions
27	31	43. Conflict of Interest	In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually	EIT shall not indulge into any such conflict interest activities. Incase, 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 RFP terms and conditions

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28	32	39. vi	Service Provider shall grant the Bank a enterprise-unlimited 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.	The Bank is asking for an enterprise agreement from OEM, can we assume minimum of 5000 & 2000 hosts for Tool A & Tool B respectively?	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
29	32	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	The clause here states that sum of damages reaching upto 5% of the total Project cost, Bank may consider terminating the agreement. However, under Penalties & SLA terms, penalties are capped at 20% of the total cost of ownership in respect of the Penalties mentioned in Annexure J. This capping limit of 20% is over and above capping limit of 5% mentioned under Liquidated damages. Hence there is ambiguity in both the clauses over the capping limit. We request clarification over the same.	Penalities are capped at 20% of TCO.
30	32	40. Liquidated Damages	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.	Liquidated damages should be applicable only in the event of delay in delivery is solely attributable to the service provider and should be computed at the rate of 0.5% of the value of the affected service or product per week. The overall liquidated damanges should not exceed 5% of the value of affected service or product.	No change in RFP terms and conditions
31	32	INTELLECTUA L PROPERTY RIGHTS AND OWNERSHIP:	Service Provider shall grant the Bank a enterprise- unlimited 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.	"enterprise-unlimited perpetual license" proposed to be changed to " enterprise wide perpetual license"	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
32	32	Point 39 (vi)	unlimited 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.	Software OEMs in this space have moved towards subscription-based licensing models, hence we request the bank to allow Subscription or Term licensing model for the entire solution suite instead of Perpetual-only model as prescribed in the clause. Also as per the RFP there is an incongruity as bank has asked for 7000 licenses in commercial format, at the same time unlimited licensing as well. We appeal the bank to remove unlimited licensing model. Especially, Synthetic and Real-User Monitoring are dependant on the recurring user load or robitic transactions generated from OEM/bidder's infrastructure, hence these are licensed in a consumption model only i.e. subscription or term-license model. We hereby appeal the bank to rephrase the clause as following: The Vendor shall grant the Bank a host-based Term license model for APM/ diagnostics, and Term license model for Real-User and Synthetic monitoring, for the contract term of 5-years through the territory of India or abroad to access, replicate and use software provided by the Vendor, including all inventions, designs and marks embodied therein for the term of contract.	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
33	35	43	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 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.	We request deleting this sub-clause as the same is unreasonable. Service Provider will be liable to pay agreed penalty/LD for its failure to perform services as per the agreed penalty/LD rates.	No change in RFP terms and conditions

			vi During the transition phase, the existing Service		
34	35	45. Termination for Default	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 as provided in Part-II, (Schedule of Events, SI No 20) on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.	Bank shall pay EIT fees for all mutually agreed transition services satisfactorily rendered.	No change in RFP terms and conditions
35	36	43 (ii) Termination for Default	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. 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	Service provider's incremental liability shall not exceed 5% of the fee paid/payable to the bidder for such undelivered goods or/and services.	No change in RFP terms and conditions
36	36	43. TERMINATION FOR DEFAULT	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.	Propose in such case service provider liability shall be limited to 110% cost of the undelivered software and services.	No change in RFP terms and conditions
37	36	48. Termination for Convenience	The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.	In the event of termination, Bidder shall be paid all undisputed amount to the extent of services rendered.	No change in RFP terms and conditions
38	37	43 (vi) Termination for Default	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 If existing vendor is breach of this obligation, they shall be liable for paying a penalty of as provided in Part-II, (Schedule of Events, SI No 19) on demand to the Bank,	Request for deletion of this clause.	No change in RFP terms and conditions
39	38	46	46 TERMINATION FOR CONVENIENCE 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 that in the event of Termination for Convenience, the Bank shall apart from paying Bidder for the Services rendered (delivered) up to the effective date of termination, shall also pay the Bidder, such costs, which Bidder is unable to mitigate as a result of termination. Eg. Payment for orders placed with OEMs where such orders cannot be cancelled or where cancelation charges are levied.	No change in RFP terms and conditions
40	38	46 (i) & (ii). 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 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	Request for deletion of this clause, as bank already right to terminate the contract in case of any default.	No change in RFP terms and conditions
41	38	Termination for Convenience	(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	Since this clause only mentions payment for Services in case of termination for convenience, please clarify how bank will release the balance payment dues pertaining to the Software as on the day of termination.	No change in RFP terms and conditions
42	46	Appendix B 8	The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for support center remain applicable.	Is SBI looking for Product Development Level 3 support from India. Please clarify?	Support is required in India for other than product development

43	46	Appendix B 4	Bidder should have experience of minimum 03 (three) years in providing the product' services, as stated in the RFP, as on 31.12.2018. Eligibility criteria pertaining to prior experience is waived for Startups	Request Bank to change the clause to "Bidder/ OEM should have experience of minimum 03 (three) years in providing the product/ services, as stated in the RFP, as on 31.12.2018."	Query is not valid
44	46	Appendix B 4	Bidder should have experience of minimum 03 (three) years in providing the Software Solution/services, as stated in the RFP, as on 31.03.2019.	Bidder/ OEM should have experience of minimum 03 (three) years in providing the Software Solution/services, as stated in the RFP, as on 31.03.2019.	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
45	46	Appendix B 5	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects, in the last 03 (three) years, as on 31.12.2018 (At least one client reference is required). The bidder must have experience in implementing such solution in a Domestic/ International organization in BFSI sector having implemented Application Performance Monitoring for more than 1000 hosts/ JVMs/ .NET/ application technology instances. The Bidder must also have experience in implementing Monitoring Operations Centre for at least one customer.	The bidder/ OEM must have experience in implementing such solution in a Domestic/ International organization in BFSI sector having implemented Application Performance Monitoring for more than 250 hosts. The Bidder must also have experience in implementing Monitoring Operations Centre for at least one customer."	No change in RFP terms and conditions
46	46	Appendix B 5	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the last 03 (three) years, as on 31.03.2019 (At least one client reference is required). The bidder must have experience in implementing such solution in a Domestic/International organization in BFSI sector having implemented Application Performance Monitoring for more than 700 hosts/JVMs/.NET/application technology instances. The Bidder must also have experience in implementing Monitoring Operations Centre for at least one customer.	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder/ OEM has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the last 03 (three) years, as on 31.03.2019 (At least one client reference is required). The bidder/ OEM must have experience in implementing such solution in a Domestic/International organization in BFSI sector having implemented Application Performance Monitoring for more than 700 hosts/JVMs/.NET/application technology instances. The Bidder/ OEM must also have experience in implementing Monitoring Operations Centre for at least one customer.	No change in RFP terms and conditions
47	48	Appendix B 11	The core application of the proposed solution should be either in the Leaders Quadrant of Gartner's Magic Quadrant 2018 or later, i.e., "Magic Quadrant for Application Performance Monitoring Suites" or any software/tools for Application Performance Monitoring, developed by a company (OEM) registered and having head-office / quarters (HQ) in India and meeting all the "Technical & Functional Specifications" mentioned throughout this RFP including Annexure-C of this RFP.	To be changed to "The core application of the proposed solution should be either in the Leaders Quadrant of Gartner's Magic Quadrant 2019, i.e., "Magic Quadrant for Application Performance Monitoring Suites" or any software/tools for Application Performance Monitoring, developed by a company (OEM) registered and having head-office / quarters (HQ) in India and meeting all the "Technical & Functional Specifications" mentioned throughout this RFP including Annexure-C of this RFP"	No change in RFP terms and conditions
48	48	Appendix B 12	All the relaxations will be available to Startups and Make-in-India initiatives as per the guidelines of respective departments of Govt. of India on submission of relevant documents / certificates as per the laid-down law / guidelines.	Please specify explicitely on all the relaxations in Make in India	Please refer to various circulars issued by Govt. of India from time-to-time
49	50	Appendix C - Tool A - 7	The proposed solutions should provide visibility into W3C navigation timings, for user interaction where performance is not satisfactory, and based on the end user browser it should be able to understand the available metric to help understand time spent in browser or network or server.	Bank can modify to"The proposed solutions should provide visibility into W3C navigation timings, for every user interaction, and based on the end user browser it should be able to understand the available metric to help understand time spent in browser or network or server"	No change in RFP terms and conditions
50	51	Appendix C - Tool A - 13	The proposed solution should automatically discover and monitor various environments (like Java application servers automatically grouped based on type Tomcat, WebSphere, WebLogic, Glassfish, JBoss, message broker, MQ, database, etc.) without manual intervention like need to select or configure JMX metrics for a selected application process.	Please confirm that "auto discover" means "with minimum configuration" since some initial set-up configurations will be required for instrumentation.	Auto-discover means post- installation of the agent, it should auto-discover.
51	52	Appendix C - Tool A - 1	The proposed solution must provide the functionality, in real time, to filter the crash results based on multiple dimensions such as app version, OS type, OS version, device-type, jailbroken status, symbolicated and deobfuscated stack traces with detailed user device information, including steps that led to crash.	Mobile app runs a separate code & this is typically the charter of mobile application vendors to debug issues related to mobile application code. Kindly remove this under the scope of Enterprise APM. Alternately "The proposed APM solution should provide an API that can be called by the mobile application owners to share information related to mobile application crash, as may be applicable"	No change in RFP terms and conditions
52	52	Appendix C - Tool A - 15	The proposed solution should automatically baseline metrics/KPIs in the monitored environment. Any deviations to this baseline should be automatically correlated so that a single actionable alert can be raised to the respective team.	For effective application performance management of heterogenous complex distributed applications, dynamic baselining of all the performance metrics is important to identify the bottleneck quickly. Also auto baselining of custom metrics captured from applications is important to measure business impact. For example, tracking of number of users impacted by a slow transaction over a period of time as a metric and auto baselining that metric to send alerts. Hence, request to modify this requirement to include "automatically baseline all monitored metrics, along with cutom business and performance metrics"	No change in RFP terms and conditions

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53	52	Appendix C - Tool A - 15	The proposed solution should automatically baseline metrics/KPIs in the monitored environment. Any deviations to this baseline should be automatically correlated so that a single actionable alert can be raised to the respective team.	The proposed solution should automatically baseline various metrics/KPls in the monitored environment. Any deviations to this baseline should be automatically correlated by the AI engine so that a single actionable alert can be raised to the respective team.	No change in RFP terms and conditions
54	52	Appendix C - Tool A - 17	Proposed solution should be able to auto discover all log files on the monitored servers/VM hosts /containers and processes, and automatically correlate those messages with performance problems. (Even when log data is stored on different machines.)	Please confirm that "auto discover" means "with minimum configuration" since some initial set-up configurations will be required for file source definitions etc.	Auto-discover means post- installation of the agent, it should auto-discover.
55	53	Appendix C - Tool A - 19	The proposed solution should at least: 1. Monitor the Message Queue Processing 2. Show the MQ creating, processing and closing count 3. Show pool Percentage used 4. Show number of Threads in waiting stage, and other KPis on Message Queues	Please share the list of Message (MQ) vendor(s) that exist in the bank currently	Details will be discussed with the selected bidder.
56	53	Appendix C - Tool A - 20	The solution should be able to provide application memory leak analysis, lock contentions, process crash analysis.	Please confirm that "process crash analysis" means application process details like Process ID, Process CPU, Process Memory consumption, etc.	Process crash analysis refers to the analysis of exception thrown during the execution of the application.
57	53	Appendix C - Tool A - 22	The solution should be able to automatically detect the database performance and its impact on transaction performance. It should be able to showcase the slow performing SQL Queries or Procedures, deadlocks, errors, slow wait events. It should allow to trace from a selected SQL all the way back to the transaction(s) which called it.	The solution should be able to automatically detect the database performance and its impact on transaction performance. It should be able to showcase the slow performing SQL Queries or Procedures, deadlocks, errors, slow wait events. It should allow to trace from any selected SQL all the way back to the transaction(s) which called it.	No change in RFP terms and conditions
58	54	Appendix C - Tool A - 26	Data in transition and Data at rest should be encrypted.	For on premise setup data encryption at rest would involve usage of self encrypting drives or other encryption solutions. Please confirm if bank's requirement of data encryption at rest can be assumed to be achievable through non APM product based solutions.	AS per the regu. Guidelines, there is a req for encr for data at rest as well as data at trans. Proposed sol should have this capability.
59	54	Appendix C - Tool A - 27	Easy upgrade paths across both major and minor releases, requiring minimal manual configuration edits.	Bank can modify the same to "Easy upgrade paths across both major and minor releases, not requiring manual configuration edits"	No change in RFP terms and conditions
60	55	Appendix C - Tool A - 36		Along with capturing business KPIs, converting them to trackable metrics and defining alerts on their abnormal behavior is key to measure business impact of an application performance issue. Hence request to include the following in this requirement: "Capability to create custom metrics corresponding to captured business data which are trackable and alertable over a period of time"	No change in RFP terms and conditions
61	55	Appendix C - Tool A - 38	Proposed solution should support both agent-based and agent-less monitoring.	Please specify the requirements under agentless monitoring.	Details will be discussed with the selected bidder.
62	55	Annendiy C	Proposed solution should support On-Premise deployment, and none of the bank asset (other than internet- based links) will be exposed to the external world	Kindly confirm if the ports will be opened on a continuous basis to the internet	Details will be discussed with the selected bidder.
63	57	Appendix C - Tool A - 52	The monitoring solution should be able to auto discover the new instances of batch processes and monitor them in real time. The solution should be able to pin point the exact cause of failure so that the team can set the right fix. The reason of failures can be 1.Out of memory exception 2.Hung JVM process 3.JVM thread deadlock 4.Java exception 5.Sudden push of large file on an overloaded routine, etc. (The Bank admin team would like to set automated actions to resolve the problems of the routines as Mandatory manual monitoring of these are very times consuming.)	Can the bank confirm whether the batch processes are triggered through an application (like a Java application) or stand alone	Details will be discussed with the selected bidder.
64	57	Appendix C - Tool A - 53	The proposed core solution must have a support commitment for next 7 (Seven) years.	Bank is requested to relax the support commitment for the next 5 (Five) years instead of currently asked 7 (seven) years. Due to rapid advances and changes in technologies, anything beyond 5 years is unpredictable, especially for a technology, which is meant to monitor ever-changing 3rd party systems and technologies.	No change in RFP terms and conditions
65	57	Appendix C - Tool A - 54	The proposed solution should be able to integrate with ITSM tools like BMC Remedy	In terms of multiple tools, is SBI fine to have either of the tools to be integrated in the eco-system This is a mandatory point for both the tools	No, this is a mandatory requirement

Tool A - 57 Tool A - 58 Appendix C - Tool A - 60 Tool A - 60 Tool A - 60 Appendix C - Tool A - 60 Tool A - 60 Appendix C - Tool A - 65 Tool A - 65 Tool A - 65 Appendix C - Tool A - 65 Tool A - 65 Tool A - 65 Appendix C - Tool A - 65 Tool A - 66 Appendix C - Tool A - 65 Tool A - 66 Appendix C - Tool A - 65 Tool A - 66 Appendix C - Tool A - 65 Tool A - 66 Appendix C - Tool A - 66 Tool A - 67 The proposed solution should have an Analytical engine through multitude of dashbaards and reports. (The proposed solution should be able to have a multimated in-built Analytical engine through multitude of dashbaards and reports. (The proposed solution should be able to adarbase teams. The objective is to reduce Mean Time to Identify (MTTT) and Mean Time to Resolve (MTTR) The solution should be able to perform post depolyment auto discovery of most of the Bank's technology stack/ components and their dependencies without manual intervention. (i.e. It should be able to auto-instrument the applications and middleware (web and app servers, Ill and Measaging Queues etc.) The solution should be able to perform post deployment auto discovery of most of the Bank's technology stack/ components and their dependencies without manual intervention. (i.e. It should be able to perform post deployment auto discovery of most of the Bank's technology stack/ components and their dependencies without manual intervention. (i.e. It should be able to perform post deployment auto discovery of most of the Bank's technology stack/ components and their dependencies without manual intervention. (i.e. It should be able to perform post deployment auto discovery of most of the Bank's technology sta	RFP terms and
support. The architecture should support creation of different and logically isolated tenants per application/department on the same cluster. (Application/department on their respective environments independently or bank may decide to have a central team to monitor multiple applications together.) The proposed solution should have an Analytical capability for assisting in identifying the root cause through multitude of disabhoards and reports. (The proposed solution should simplify the operations monitoring process significantly by narrowing down to the correct team to address the proposed solution should simplify the operations monitoring process significantly by narrowing down to the correct team to address the proposed solution should simplify the operations monitoring process significantly by narrowing down to the correct team to address the proposed solution should simplify the operations monitoring process significantly by narrowing down to the correct team to address the problem of a network, application, server, middleware or distabase teams. The objective is to reduce Mean Time to Resolve (MTTR) The solution should be able to perform post dependencies without manual intervention. (i.e. It should be able to auto-instrument the applications and their configuration to deploy agent to monitor target layer. The solution should be able to auto-instrument the applications and middleware (web and app servers, IIB and Messaging Queues etc.)) The solution should be complied with all the data privacy norms as per laws applicable in India. The solution should be complied with all the data privacy norms as per laws applicable in India. The solution should be complied with all the data privacy norms as per laws applicable in India. The solution should be complied with all the data privacy norms as per laws applicable in India. The solution should be complied with all the data privacy norms as per laws applicable in India. The solution should be complied with all the data privacy norms as per laws applicable in l	
acapability for assisting in identifying the root cause through multitude of dashboards and reports. (The proposed solution should simplify the operations monitoring process significantly by narrowing down to the correct team to address the problem e.g. network, application, server, middleware or database teams. The objective is to reduce Mean Time to Identify (MTTI) and Mean Time to Resolve (MTTR) The solution should be able to perform post deployment auto discovery of most of the Bank's technology stack/ components and their dependencies without manual intervention. (i.e. It should be able to auto-instrument the applications and middleware (web and app servers, IIB and Messaging Queues etc.)) The solution should be able to perform post deployment auto discovery of most of the Bank's technology stack/ components and their dependencies without manual intervention. (i.e. It should be able to auto-instrument the applications and middleware (web and app servers, IIB and Messaging Queues etc.)) The solution should be able to perform post deployment auto discovery of most of the Bank's technology stack/ components and their dependencies without manual intervention. (i.e. It should be able to auto-instrument the applications and middleware (web and app servers, IIB and Messaging Queues etc.)) The solution should be compiled with all the data privacy norms as per laws applicable in India. The solution should be compiled with all the data privacy norms as per laws applicable with-in the stated time-frame. Pild data should be encrypted, if part of log. The solution should be encrypted, if part of log. The solution should be encrypted, if part of log. The solution should be encrypted, if part of log. The solution should be encrypted, if part of log. The solution should be encrypted, if part of log. The solution should be encrypted, if part of log. The solution should have capability to store at lease 12 months data of performance issues, identified root causes and the events along with the various components o	ent is self-
deployment auto discovery of most of the Bank's technology stack/ components and their dependencies without manual intervention. (i.e. It should be able to auto- instrument the applications and middleware (web and app servers, IIB and Messaging Queues etc.)) The solution should be able to perform post deployment auto discovery of most of the Bank's technology stack/ components and their dependencies without manual intervention. (i.e. It should be able to auto-instrument the applications and middleware (web and app servers, IIB and Messaging Queues etc.)) The solution should be complied with all the data privacy norms as per laws applicable in India. The solution should be complied with-in the stated time-frame. PII data should be encrypted, if part of log. The solution should have capability to store at least 12 months data of performance issues, identified root causes and the events along with the various components of the application were impacted over time for knowledge base deployment auto discovery of most of the Bank's technology stack/ components and their data privacy of most of the Bank's technology agent to monitor target layer. Please confirm if auto-instrumentation in includes one time configuration to deploy agent to monitor target layer. Please confirm that "auto discovery" means "with minimal and discovery means "with minimal and please configurations as some initial set-up configurations will be required and auto-discover. As the platform deployment will be on premise, all the monitored data will reside within the bank's data center. Please confirm if this caters to data privacy requirement. Please confirm if Pli data encryption (if captured unercrypted) can be catered through non APM product based solutions. The solution should have capability to store at least 12 months data of performance issues, identified root causes and the events along with the various components of the application were impacted over time for knowledge base The solution must integrate with various existence of th	RFP terms and
deployment auto discovery of most of the Bank's technology stack/ components and their dependencies without manual intervention. (i.e. It should be able to auto-instrument the applications and middleware (web and app servers, IIB and Messaging Queues etc.)) The solution should be complied with all the data privacy norms as per laws applicable in India. The solution should comply with the future Indian Laws as and when made applicable with-in the stated time-frame. Pl data should be encrypted, if part of log. The solution should have capability to store at least 12 months data of performance issues, identified root causes and the events along with the various components of the application were impacted over time for knowledge base The solution must integrate with various extense /	entation means post- the agent, it should
Appendix C - Tool A - 66 Appendix C - Tool A - 66 Tool A - 79 Appendix C - Please confirm if this caters to data privacy requirement. Please confirm if Pll data encryption (if captured unencrypted) can be catered through non APM product based solutions. Please confirm if Pll data encryption (if captured unencrypted) can be catered through non APM product based solutions. Please confirm if Pll data encryption (if captured unencrypted) can be catered through non APM product based solutions. No change in F conditions No change in F conditions The solution should be encrypted, if part of log. No change in F conditions	the agent, it should
Appendix C - Tool A - 79 least 12 months data of performance issues, identified root causes and the events along with the various components of the application were impacted over time for knowledge base The solution must integrate with various express /	gu. Guidelines, there cr for data at rest as t trans. Proposed sol nis capability.
The solution must integrate with various systems /	RFP terms and
73 62 Appendix C Tool A - 81 Appendix C Tool A - 81 Capture Desk, ADS, SSO, ITSM, CRM, Complaint management, etc. at no extra cost. No change in F Conditions in the Bank including but not limited to SOC, PIMS, NOC, Command Centre, ITAM, Service Desk, ADS, SSO, ITSM, CRM, Complaint management, etc. at no extra cost.	
Solution should monitor the following infrastructure components on the OS - LPARs/VPAR/NPAR/LDO M/etc or VM images The hosts (CPU, memory, NIC, and storage) - Guest OS running processes - Network health - Resource utilization of the virtual management platform (VMware vCenter or standalone ESXi hosts). Solution should also monitor VMs using - NSX - HyperV - Citrix - Any other Hypervisor solution - All the components should be monitored by installing a single agent. This is a vendor-specific feature as leading APM solutions in the market do not provide infrastructure component monitoring in the way as it is described here. These infrastructure metrics are usually monitored via virtualization platform management systems (like vCenter). Please confirm that bank requirement is to integrate the proposed APM solution with existing virtualization platform management systems (like vCenter etc.) and avoid duplicate data/metric collection from mission critical infrastructure components.	RFP terms and
organisations. Diagno eleberate on integration use organisations.	
Appendix C - Tool A - 89 Appendix C - Integrate with cloud plug-ins (SRM, NSX, VRA, SnapCentre of NetApp) Please elaborate on intgeration use cases for these plugins. Is this limited to getting alerts and performance data from these systems into solution. Details will be described bidder.	standing is correct.
Appendix C - Tool A - 90 It should provide Al based / capable assistants/bots for analytical information, if the feature is available in the proposed product The requirement mentions "If the feature is available", but is listed at MANDATORY requirement. Please confirm whether this is a mandatory or an optional requirement.	discussed with the

78	69	Appendix C - Tool B - 14	Proposed solution should be able to auto discover all log files on the monitored servers/VM hosts /containers and processes, and automatically correlate those messages with performance problems. (Even when log data is stored on different machines.)	Bank should Modify to "Proposed solution should be able to auto discover all relevant log files on the monitored servers/VM hosts /containers and processes (wherever agent is deployed), and automatically correlate those messages with performance problems. The log files must be auto detected by the agent whenever the processess or containers are deployed without need to specify them manually. However, Bank will advise bidder what log pattern (say an Ora error) needs to be watched during implementation".	No change in RFP terms and conditions
79	70	Appendix C - Tool B - 16	The proposed solution should at least: 1. Monitor the Message Queue Processing 2. Show the MQ creating, processing and closing count 3. Show pool Percentage used 4. Show number of Threads in waiting stage, and other KPIs on Message Queues	Please provide the list of all MQs used by the Bank	Details will be discussed with the selected bidder.
80	72	Appendix C - Tool B - 23	Data in transition and Data at rest should be	Any particular encryption to be used.	Encryptin as per Bank's security
81	78	Appendix C - Tool B - 72	encrypted The solution must be DPR compliant	Is SSL communication sufficient Need clarity. Apponomic solutions will support Data Protection Regulation as passed by Indian Govt or relevant Indian Agencies.	team. Understanding of the idder is correct
82	81	Appendix C - Tool B - 86	It should provide AI based / capable assistants/bots for analytical information, if the feature is available in the proposed product	Please confirm what BOTS are expected by the Bank	No change in RFP terms
83	82	Appendix C - Tool B - 94	Proposed solution should be able to monitor the SAN/NAS storage boxes and SAN switches/SAN Fabric	Please confirm if Bank is using any tool for monitoring SAN/NAS and which SAN /NAS is used by Bank to confirm the compatibility	Details will be discussed with the selected bidder.
84	84	Appendix C	However, as licenses for both the tools will be enterprise based, the Bank reserves the right to use any tool for any application, whether "Digital and Customer Experience Application" or "Enterprise and Integrated Application".	Why is it mandatory for both the proposed tools to be having all the "documented" points as mandatory – as in, can the SI have the flexibility to configure the tools according to their features and best fit purposes	No change in RFP terms and conditions
85	84	Appendix C - Tool B - 101	Solution should be able to monitor the Request/Response Details and be able to do error bifurcation in Cobol / C++ (CBS), SOA, etc.	Please specify which CBC system is used by Bank	Details will be discussed with the selected bidder.
86	84	Appendix C - Tool B - 103	Solution should be able to monitor Queues in Cobol / C++ (CBS), SOA, etc.	Please specify which CBC system is used by Bank	Details will be discussed with the selected bidder.
87	86	Appendix C -1	SELF CERTIFICATION	This Annexure only covers a limited set of secure coding practices driven by a Yes or No questions. AppDynamics engages a qualified and independent third-party auditor to conduct annual SOC 2 Type II audits in order to evaluate the adequacy of AppDynamics' information security program. Each such audit results in the generation of an audit report ("Report"). Can we consider a tird party report and audit certification that coverscomprehensive secure coding practices instead of thos annexure?	No change in RFP terms and conditions
88	86	Appendix C -1	SELF CERTIFICATION	This Annexure only covers a limited set of secure coding practices driven by a Yes or No questions. Can we consider a third party report and audit certification that covers comprehensive secure coding practices instead of those in annexure?	No change in RFP terms and conditions
89	89	Appendix E	The Bank's vision is to have an Enterprise wide, single integrated Application Health & Performance management solution, for all servers/devices and application monitoring needs end user applications, and underlying infrastructure components such as application servers, databases, big data stores, middleware & messaging components, web servers, web services, ERP packages, virtual systems and cloud resources.	Considering Bank wants "an Enterprise wide, single integrated Application Health & Performance management solution, for all servers/devices and application monitoring needs - end user applications, and underlying infrastructure components such as application servers, databases, big data stores, middleware & messaging components, web servers, web services, ERP packages, virtual systems and cloud resources.", can we conclude that SBI will select only one OEM for both categories of applications - whether "Digital and Customer Experience Applications" OR "Enterprise and Integrated Applications". If not does bank expect the SI to provide an integrated dashboard showing monitoring metrics?	Two OEMs are required. Understanding of the idder is correct.
90	91	Scope of Work -	The places of service include SBI Data-Centers located in Navi Mumbai, Chennai and Hyderabad.	Do we need to be onsite at all the 3 DCs or can we take remote from Mumbai DC to the other 2 DCs	Data-centers at Mumbai and Hyderabad
	_	Scope of Work -	Integrate with various applications during the	What would be the expected count of new applications	Details will be discussed with the
91	91	Scope of Work -	contract period. To migrate the applications from existing monitoring solution to the proposed solution, as per Bank's schedule.	and sizing? Bank is requested to clarify on the list exisiting monitoring solution currently in place and which needs to integrated/replaced with the proposed APM solution	selected bidder. Details will be discussed with the selected bidder.
93	91	Scope of Work -	The MIS being generated through the Solution should also provide: i. Break-up of critical issues per application ii. Categorisation of RCA	Input can be given by someone who understand APM, its deliverables and methodology	Query is not valid
94	91	Scope of Work -	The solution must be able to generate and send automated alerts (system health) and must be able to get integrated with the existing / new alert mechanism deployed in the Bank.	Input can be given by someone who understand APM, its deliverables and methodology	Query is not valid
			1 7-2		

95	95	Appendix E1 - Milestones for Payment Schedule Delivery and Payment Milestones	1. Milestones-1 (50% of the total Software license and implementation cost) 2. Milestones-2 (15% of license and implementation Cost) 3 Months from PROD go live) 3. Milestones-3 (25% of license and implementation Cost) a. Development of production monitoring dashboards b. Integration with i. monitoring control center. ii. Analytical reporting. c. Demonstration of all the features / functionalities, as asked in Appendix-C of the RFP.	Milestone -1 Total 75 % of total software and implementation cost on Supply, installation, testing, commissioning of APM Solution in Primary, DR and Pre-Prod & Dev. Environments (both the tools). Milestone -2. Total 20% of License & Implementation cost 3 months from Produc Go Live Milestone -3 Total 5% of License & Implementation cost on Development of production monitoring dashboards Milestone 4: NA	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
96	95	Appendix E1 - Milestones for Payment Schedule	4.Milestones-4 (10% of license and implementation Cost) on BG submission. Terms of Payment 1) Milestones-1 (50% of the total Software license and implementation cost) 2) Milestones-2 (15% of license and implementation Cost) 3 Months from PROD go live 3) Milestones-3 (25% of license and implementation Cost) 4) Milestones-4 (10% of license and implementation Cost) on BG submission 5) Annual Support for License will be on quarterly in advance.	Payment for software shall be made 100% on delivery. Payment for implementation shall be paid basis the mutually agreed milestones between both the parties. Annual support for license shall be paid yearly in advance.	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
97	95	Appendix E1 - Milestones for Payment Schedule	Delivery and Payment Milestones	As cost discovery for licenses & implementation is derived as per Table1 & Table2 of commercial bid format, we appeal the bank that Milestone 1, 2, 3 should be made independent for both the tools i.e. Tool A & Tool B. For ex, if Tool A is able to complete the deliverables, the respective payment should be made separately for those milestones regardless of whether Tool B has been achieve the milestones, and vice versa. Payment milestones are disproportionately stringent for Tool A. We request the bank to amend the same as following: 1.For Tool A, the first milestone of 50% should be made on UAT sign-off for 3 applications, with one application more than 50 hosts.	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
98	95	Appendix E1 - Milestones for Payment Schedule	-	Request bank to change payment terms for software license to 100% on delivery of license	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
99	95	Appendix E1 - Milestones for Payment Schedule	1. Milestones-1 (50% of the total Software license and implementation cost) 2. Milestones-2 (15% of license and implementation Cost) 3 Months from PROD go live 3. Milestones-3 (25% of license and implementation Cost) 4. Milestones-4 (10% of license and implementation Cost) on BG submission 5. Annual Support for License will be on quarterly in advance. 6. Resource / support cost will be paid on monthly basis in arrears.	1. Cost of Software License with 5 yr warranty- 100% on deliery 2. Milestones-1 (50% of the total implementation cost) 3. Milestones-2 (15% of the implementation Cost) 3 Months from PROD go live 4. Milestones-3 (25% of the implementation Cost) 5 Milestones-4 (10% of the implementation Cost) on BG submission 6. Annual Support for License will be on quarterly in advance. 7. Resource / support cost will be paid on half yearly in advance. In case of delay due to dependancy from Bank side beyond one month, sign-off will be deemed and payment will be released by the Bank	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
100	95	Appendix E1 - Milestones for Payment Schedule		Propose to add the following :Payments of the undisputed invoices to be made by Bank 30 days from the date of the receipt of the invoices. Bank to pay – 1% per month from due date for undisputed invoices, as Delayed Payment Interest Disputed Invoice - Bank should notify within minimum 7 days from the date of the receipt of the invoices failing which deemed undisputed.	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
101	97	Annexure F - Indicative Price Bid	Application Performance Monitoring Tool license (cost of software Tool). Enterprise-Unlimited Perpetual Licenses – Tool - A (Approximately 5000 Host), including Comprehensive warranty for Software Solution mentioned in items above for 01 (One) year from the go live date.	APM licenses quantity has been mentioned as 5000. However, quantity for End user monitoring which is in scope has not been mentioned. Our request is to mention the number of sessions required for End user Monitoring and synthetic Monitoring quantity for Mobile as well as web applications	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
102	97	Annexure F Table 1, point 1	Application Performance Monitoring Tool license (cost of software Tool). Enterprise-Unlimited Perpetual Licenses – Tool - A (Approximately 5000 Host), including Comprehensive warranty for Software Solution mentioned in items above for 01 (One) year from the go live date.	Clause to be changed to "Application Performance Monitoring Tool license (cost of software Tool). Enterprise Licenses – Tool - A (Approximately 5000 Host), including Comprehensive warranty for Software Solution mentioned in items above for 01 (One) year from the go live date." The bank should allow proposing term licenses for 5 years.	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum

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103	97	Appendix F	Application license cost of software Tool DC	The quantity of 5000 will mean different application coverage as per different OEMs licensing policy. We request the bank to provide the details of the target/candidate applications to be monitored, as per Annexure A to enable us estimate the license requirements.	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
104	97	Appendix F	Application license cost of software Tool DC	Since the requirement contains monitoring the Real User sessions as well, kindly provide the following details for the same: a.Total number of user sessions per annum across all applications b.Total number of page views per annum across all applications	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
105	97	Appendix F	Application license cost of software Tool DC	Since the requirement mentions Synthetic Monitoring as well, kindly provide the following details for the same: a.Total number of URLs to be monitored	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
106	97	Appendix F	Application license cost of software Tool DR	Pls specify whether the DR will be Active-Active for a particular application OR Active-Passive? If its different for different applications, then pls specify the break-up to quantity the license requirements appropriately.	Details will be discussed with the selected bidder.
107	97	Point 1 of both tables 1 & 2. Enterprise License	Enterprise-Unlimited-Perpetual Licenses (approx 5000 & 2000 hosts mentioned for tools A & B respectively)	Enterprise unlimited perpetual license is asked, but quantities are also indicated alongwith. Please clarify, if enterprise unlimited license is desired by bank or license needs to be proposed for those specific quantities as indicated alingwith.	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
108	100	Variation in the final price	# The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the L1 Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end	# The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the L1 Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 10%. See illustration at the end	No change in RFP terms and conditions
109	100	Appendix F	No additional licensing cost will be payable for DR / NR / UAT / PRE-PROD etc.	The bank is requested to provide the quantities for DR, NR, UAT and Pre-Prod environments.	No change in RFP terms and conditions
110	100	Appendix F - Indicative Price Bid	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%. See illustration at the end.	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 RFP terms and conditions
111	109	Appendix J - Penalties & SLA Terms - 1	Delivery of the licenses should be within Two (02) week from date of issue of Purchase Order. In the event of any or all component(s) / licenses / solution not being installed, tested and commissioned within a period of ten (10) weeks (as per Milestone-1 mentioned in Appendix – E1 of the RFP) from date of Purchase Order, a penalty of one (1) percent of the total cost of the software/equipment for each week or part thereof the delay, subject to maximum amount of twenty (20) percent of the total cost of solution may be levied to vendor.	Request for deletion of this clause, as the penalty for any delay has already been covered by Liquidated Damanges clause.	No change in RFP terms and conditions
112	109	Appendix J - Penalties & SLA Terms - 2	Penalties are capped at 20% of the total cost of ownership (TCO) in respect of the penalties mentioned in Annexure J "Penalties & SLA Terms".	The overall SLA Penalties should be capped at 5% of the applicable service fees for that month.	No change in RFP terms and conditions
113	109	Appendix J Penalties & SLA terms - 2	Penalties are capped at 20% of the total cost of ownership (TCO) in respect of the penalties mentioned in Annexure J "Penalties & SLA Terms	The capping limit for penalties is very high. We request to lower it down and capped upto 10% of the total cost of ownership (TCO) in respect of penalties mentioned in Annexure J	No change in RFP terms and conditions
114	109	Appendix J Penalties & SLA terms - 2	Penalties are capped at 20% of the total cost of ownership (TCO)	Propose Penalties are capped at 10% of the total cost of ownership (TCO).	No change in RFP terms and conditions
115	109	Appendix J Penalties & SLA terms - 2	Penalties are capped at 20% of the total cost of ownership (TCO) in respect of the penalties mentioned in Annexure J "Penalties & SLA Term	Request bank to change overall penalty capping to 10% of TCO	No change in RFP terms and conditions
116	109	Appendx J- Penalties Penalties & SLA terms - 1	Delivery of the licenses should be within Two (02) week from date of issue of Purchase Order. In the event of any or all component(s) / licenses / solution not being installed, tested and commissioned within a period of ten (10) weeks (as per Milestone-1 mentioned in Appendix – E1 of the RFP) from date of Purchase Order, a penalty of one (1) percent of the total cost of the software/equipment for each week or part thereof the delay, subject to maximum amount of twenty (20) percent of the total cost of solution may be levied to vendor. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of software/hardware.	In case of delayed performance of services, Bank to have the right to calim liqudated damages only and no other remedy. Propose to cap the Liquidated Damages as follows: 1% per week of value of the delayed Deliverable suject to overall capping upto 15% of the monthly invoice of the applicable Purchase Order/SOW. Liqudated Damages Payable only if the delay is solely attributable to TechM It is the Sole remedy for delay.	No change in RFP terms and conditions
117	109	Appendx J- Penalties Penalties & SLA terms - 2	Penalties are capped at 20% of the total cost of ownership (TCO) in respect of the penalties mentioned in Annexure J "Penalties & SLA Terms".	Propose Penalties are capped at 10% of the total cost of ownership (TCO) in respect of the penalties mentioned in Annexure J "Penalties & SLA Terms".	No change in RFP terms and conditions

118	112	Appendix J Penalties & SLA terms - 8.f)	uptime of 99.99% of the time on a 24x7x365 (366) days basis.	Please confirm uptime should be 99.99% or 99.97%	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
119	112	Appendix J Penalties & SLA terms - 8.g)	Service Level Category: Installation SLA Measure: 8 weeks after successful delivery Penalty Calculation (Per instance): One (1%) percent of the total cost of the solution for each week or part thereof the delay, subject to maximum amount of Twenty (20%) percent of the total cost of solution.	Propose below change Service Level Category: Installation SLA Measure: 8 weeks after successful delivery Penalty Calculation (Per instance): 0.5% of the total cost of the solution for each week or part thereof the delay, subject to maximum amount of Five (5%) percent of the total cost of solution.	No change in RFP terms and conditions
120	113	Appendix J Penalties & SLA terms - 8.i)	Penalties for Application SLA uptime shall be as under: > 99.97 : No Penalty	Please confirm uptime should be 99.99% or 99.97%	99.97%
121	114	Appendix J - Scope of Work	Time taken for resolution of calls (99% of the calls should be resolved within the stipulated response time)	What's is expected by call resolution. Time for fixing of issues depends on the development team. Our suggestion is that SLA should be to receive calls and respond to the Bank than the call resolution	Time taken for resolution of calls
122	114	Appendix J Penalties & SLA terms - 8.i)	*** All the penalties, if applicable, will be applied in parallel. All the penalty conditions are applicable on both the tools.	Propose overall all Penalties are capped at 10% of the total cost of ownership (TCO).	No change in RFP terms and conditions
123	115	Appendix J - Penalties & SLA Terms - 11	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 If existing vendor is breach of this obligation, they shall be liable for paying a penalty of as provided in Part-II, (Schedule of Events, SI No 19) on demand to the Bank.	Request for deletion of this clause.	No change in RFP terms and conditions
124	115	Appendix J - Penalties & SLA Terms - 11	If existing vendor is breach of this obligation, they shall be liable for paying a penalty of as provided in Part-II, (Schedule of Events, SI No 19) on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period.	Part-II is all Appendix. Schedule of events has been provided at the start of RFP, before Part - I. There is no Serial no. 19 in Schedule of events.	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
125	116	ANNEXURE-K	Service Level Agreement	Please confirm that SLA with the successful Bidder will be as per mutually agreed terms and agreements	No change in RFP terms and conditions
126	116	Appendix K	Appendix K - (Service Level Agreement)	We request that the Bank and the successful Bidder shall mutually agree the terms and conditions of service level agreement.	No change in RFP terms and conditions
127	129	Annexure K - 6.1-General Indemnity - Service Level Agreement	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.	Propose deletion of :(i) Service Provider's breach of its warranties, covenants, responsibilities or obligations; and Service provider agrees to make good the loss suffered by the Bank.	No change in RFP terms and conditions
128	129	Annexure K - 8. TRANSITION REQUIREMEN T-Service Level Agreement	In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. 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 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. On demand to the Bank.	Propose to cap the transition cost at 110% of the value of affected services.	No change in RFP terms and conditions
129	130	9	The VENDOR shall ensure that the full configuration of the solution is available to the BANK in proper working condition viz. uptime of 99.99% of the time on a 24x7x365 (366) days basis.	Bank is requested to consider solution uptime, Bank is requested to consider 99.5% uptime for solution, Bank is requested not to charges multiple penalties for one incident	No change in RFP terms and conditions
130	130	Appendix K - 9	Liquidated damages: A sum equivalent to% per week or part thereof of Contract Price subject to maximum deduction of% of the Contract Price for delay of each week or part thereof	Liquidated damages: A sum equivalent to 0.5% per week or part thereof of Contract Price subject to maximum deduction of 5% of the Contract Price for delay of each week or part thereof	Please refer 40. LIQUIDATED DAMAGES: on page no. 32

131	137	OWNERSHIP	Service Provider will provide Source Code for every version of the Software supplied or customized/developed specifically for the Bank,	We understand this is not applicable for this RFP. Please confirm.	Please refer to the terms and conditions as mentioned in the
			without any cost to the Bank, and it will be treated as the property of the Bank	AppDynamics is majority owned subsidiary of Cisco.	RFP and subsiquent Corrigendum
132	139	16 SOURCE CODE ESCROW AGREEMENT 16.4	SOURCE CODE ESCROW AGREEMENT	Cisco is having approx. US \$ 70 billion in cash and cash equivalent as of now and hence its unlikely to go insolvent in near future. Cisco also generates around US \$ 8-10 billion dollar of free cash flow and profit annually. As a policy, AppDynamics does not have or can not open Escrow due to some past incidents of IPR leackages etc. We request bank to consider following request from AppDynamics w.r.t Escrow arrangement asked by Bank. ApDynamics will get in to Escrow arrangement with Bank in the event that, Cisco System, inc. (CSI) experiences 4 consecutive quarters of financial losses in the amount of fifty million US Dollars US\$50,000,000) during each of such 4 consecutive quarters, which leads the Bank to reasonably believe that AppDynamics will be unable to fulfill its support and maintenance obligations under the EULA.	Please refer to the terms and conditions as mentioned in the RFP and subsiquent Corrigendum
133	140	16 SOURCE CODE ESCROW AGREEMENT 16.4	Service provider agrees to bear the payment of fees due to the escrow agent.	Propose ESCROW cost should be bear by Bank.	No change in RFP terms and conditions
134	140	17.7- Termination	17.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.	Propose the following: Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; obligation of payment ;confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.	No change in RFP terms and conditions
			The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience		
135	141	17.2	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).	Request for deletion of this clause, as bank already right to terminate the contract in case of any default.	No change in RFP terms and conditions
136	141	17.3	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. 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	Service provider's incremental liability shall not exceed 5% of the fee paid/payable to the bidder for such undelivered goods or/and services.	No change in RFP terms and conditions
137	151	Annexure-A; Point eee	f the Bank desires to have, the Bidder should be able to setup a MOC (Monitoring Operations Center) Lab for Synthetic Monitoring which is to be managed 24*7 along with the support. L1 support needs to verify all alerts for authenticity before escalating to the Bank's team.	Is synthetic monitoring also a part of scope of work, please confirm and if the cost needs to be factored in the commercials along the L1 support	Synthetic monitoring for all the web-site is in scope
138	153	Annexure A	kkk) The bidder to provide APM integration experts to setup Application Monitoring and End User Experience Monitoring and to develop dashboards per application to address both business and technical use cases as per the requirements given in this RFP. Implementation to ensure proper integration with the Operations Bridge used by the IT operations and Development teams to perform root cause analysis, proactively monitor and resolve issues in Production IT Environment (Bidder as well as OEM resource) during the all integration activities.	which integration is required for APM solution.	Implementation to ensure proper integration with the other monitoring tools like Operation Bridge etc used by the IT operations and Development teams to perform root cause analysis to proactively monitor and resolve issues. Solution should be able to ingest the diverse alrets/events/logs from various live systems/monitoring systems. Specific details can be shared with the selected partner only.
139	154	ii	ii. system and application logs and centralize the storage of log data for analysis and transformation. iii. Collect, ingest, correlate and analyze the real- time data, logs etc.	We request the bank to provide the annual average log data size expected to be generated per day and what is the retention period expected.	Details will be discussed with the selected bidder.

140	178	Appendix - L NON- DISCLOSURE AGREEMENT 4. Miscellaneous (i)	The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.	The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive 1 year after expiry/termination of agreement.	No change in RFP terms and conditions
141	182	Appendix-O	Appendix-O - 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 subsystems 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.	We agree to execute the Integrity Pact given by the Bank, however, we request deleting the provision of Fall Clause from therein. Please note that prices quoted are based on several factors, including quantity, location of delivery, dollar rates, discounts received from OEMs and other contractual risks. For all practical purposes, we request deletion of the Fall Clause from the Integrity Pact. It may also be noted that CVC issued a Circular, formulating standard operating procedure for adoption of Integrity Pact and the same does not include Fall Clause as an essential ingredient of the Pact. Please refer to the enclosed Circular, issued by the Central Vigilance Commission, for your information.	No change in RFP terms and conditions
142	187	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.	Please modify the clause as below: The BIDDER undertakes that it has not supplied / is not supplying identical product / systems or subsystems as a whole solution with the same scope, terms and conditions within a period of 1 year prior to the bid submission date, 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 in India and if it is found within one year after signing of the contract that the same product / systems or sub systems as a whole solution with same scope and terms and conditions was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU in India at a lower price within a period of one year before the 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 RFP terms and conditions
143	35 140 142	43-Termination for Default	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	The Bank may, without prejudice to any other remedy for material breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part . Propose to provide TechM to have Termination rights default by the Bank. (Including, TechM's right to Terminate the Agreement in case of non-receipt of payment of fees by the Bank.)	No change in RFP terms and conditions
144	38 140 142	45. TERMINATION FOR INSOLVENCY:	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.	Propose to provide TechM with mutual right for termination for insolvency.	No change in RFP terms and conditions
145	38 140 142	46. TERMINATION FOR CONVENIENC E	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).	TechM to also have the right for termination for convenience. Bank to pay all fixed, incurred and non-cancellable costs to TechM if Bank terminates for Convinience.	No change in RFP terms and conditions

146	36 37 140 142	43 (ii) and (vi)	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. 43 (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 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 transition costs/risk purchase cost (step in costs) shall be capped at 110% of the value of affected services. Propose deletion of the following: 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.	No change in RFP terms and conditions
147	32, 130	40. LIQUIDATED DAMAGES:	If the Service Provider within such period prescribed by 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.	In case of delayed performance of services, Bank to have the right to calim liqudated damages only and no other remedy. Propose to cap the Liquidated Damages as follows: 1% per week of value of the delayed Deliverable suject to overall capping upto 15% of the monthly invoice of the applicable Purchase Order/SOW . Liqudated Damages Payable only if the delay is solely attributable to TechM It is the Sole remedy for delay.	No change in RFP terms and conditions
148	General	General		Payment milestones have no specific dates; we understand this is in line with the last time APM RFP itself	Query is not clear
149	General	General	Additional Query	Bank is requested to provide the volumetric for Real User Monitoring sessions and Synthetic Monitoring URLs.	Licensing model for Real-User and Synthetic Monitoring, for the contract term of 05 years without any other restriction like number of user sessions, number of page views, number of URLs, etc.
150	General	General	Additional Query	Dimension Data already has an existing MSA with State Bank of India, dated June 28, 2016. We request SBI, to confirm that in case of Dimension Data becoming a successful bidder, the terms and conditions of the existing MSA shall prevail and Parties shall execute necessary Purchase Orders under the said MSA. Subject to the same, the following are some specific comments on the RFP	All agreements are different. No change in RFP terms and conditions.
151	General	Generic		Could you please provide us the sample list of Digital and Customer Experience Applications and also Enterprise and Integrated Applications, this will help us to validate tool technology support mapping	No
152	General	Generic		Are there any special and specific technical requirements for Tool A and Tool B, that we need to ensure on? Or Different compliances? If so will it be ok to prose 1 APM tool if that is meeting both compliances?	Please refer to he RFP terms and conditions.
153	General	Generic		In case of Tool A and Tool B proposition - SBI expecting an integration of these tools?	No.
154	General	Non-Payment Remedy	Additional Clause	Bidder seeks right to suspend services in the event of delay in payment of undisputed invoice.	No change in RFP terms and conditions
155	General	Propose new Clause - Deemed Acceptance		Propose the following: If there is any dispute in the deliverables, the same shall be notified to TechM within 15 days, else the same shall be deemed to have been accepted.	No change in RFP terms and conditions