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

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
1	9	9 (i)	The Bidder shall furnish EMD for the amount and validity period mentioned in Part II of this document.	ApMoSys as a start-up request bank for the exemption of the same	The wavier of EMD can be considered to Start-ups as recognised by DIPP, supported by valid certificates.
2	19	21. No Waiver of Bank Rights or Successful Bidder's Liability:		Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.	Query not clear

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
3	20	24. Performance Bank Guarantee:	If any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.	Bank shall grant cure period of 30 days before invoking PBG	Please refer Corrigendum for details.
4	21	26. Services:		xi. The ownership of the software/firmware license and the hardware shall be that of the Bank from the date of delivery of the same to the Bank. In other words, wherever the ownership of the licenses/hardware is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the hardware/operating software/firmware, etc. associated with the hardware. Evidence in this regard must be submitted before the payment is released.	Query not clear
5	21	27. Warranty and Annual Maintenance Contract:	During the support period, the Bidder shall maintain the Software Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the Software Solution, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to	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.	Please refer Corrigendum for further details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
			conform to the specifications, as specified.		
6	22	26. Services:	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/on-site 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
7	22	27 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	Please refer Corrigendum for further details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
				stage. Please confirm if same will be taken care through change request.	
8	24	32 Inspection and Quality Control Tests	i. The Bank reserves the right to carry out pre-shipment factory / godown inspection by a team of Bank officials or demand a demonstration of the product on a representative model at Bidder's place.	Please confirm that this is not applicable where Bidder is not supplying products/ equipment manufactured by it.	The clause may be considered as not applicable.
9	24	32 Inspection and Quality Control Tests	a) In the event of the Software Solution failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.	Cure period 30 days. In the event of termination, Bidder shall be paid all undisputed amount to the extent of services rendered.	Please refer Corrigendum for details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
10	25	33. Right to Audit:	i. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empanelled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the Service Provider are required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. iii. Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves	Please confirm that any audit shall be done with prior written notice to Bidder and should be restricted to the information and documents in relation to the services provided. Further, such audit shall be subject to the "Confidentiality" obligations upon the Bank, its auditors, employees making such audit. Also, we request confirmation that Bidder shall not be required to disclose its financial information, profits, books of accounts, costs breakups etc. and audit shall be strictly restricted to the services provided by the Bidder to the Bank.	No Change in RFP Terms and Conditions.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
			the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.		
11	26	33. Right to Audit:	iii. Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security	Financial data pertaining to Bidders cost shall be excluded.

Bidders cost to be excluded from such audit. | No Change in RFP Terms and Conditions. |

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
			reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.		
12	26	35. Validity of Agreement:	The Agreement/ SLA will be valid for the period up to end of support period including AMC, if opted. The Bank reserves the right to terminate the Agreement as per the terms of RFP.	In this statement bank has suggest that AMC "If Opted". As per RFP support period is 5 years, please clarify what is the support expecation if AMC is not opted by Bank.	Please refer Corrigendum for further details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
13	27	36. Limitation of liability:	i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused. ii. The limitations set forth herein shall not apply with respect to: a) claims that are the subject of indemnification pursuant to IPR infringement, b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider, c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, d) When a dispute is settled by the Court of Law in India. e) 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 modifying the clause inorder that liability of Bidder shall not exceed more than the annual value of the contract, irrespective of whether the liability arises under contract, tort or indemnity. As far as unlimited liability is concerned, we request that the same be limited to the following instances: a) claims that are the subject of indemnification pursuant to IPR infringement, b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider, c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations. Neither Party shall be responsible or liable to the other Party for any indirect, consequential or incidental losses, special, incidental, exemplary or punitive damages or claims including loss of profit, loss of business or revenue, loss of savings or loss of data.	Please refer Corrigendum for details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
14	27	36. Limitation of liability	ii. The limitations set forth herein shall not apply with respect to:d) Regulatory or statutory fines imposed by a Government orRegulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.	This shall be restricted to bidder's scope of work only as per agreed terms & conditions of contract & such guidelines are mutually agreed to both the Parties.	Please refer Corrigendum for details.
15	27	37. Confidentiality:	Confidentiality	We request that the period of Confidentiality obligations shall not exceed 5 years from the date of disclosure of such information, irrespective of expiry or early termination of the Agreement/Contract with the successful bidder.	Please refer Corrigendum for details.
16	27	38. Delay in the Vendor's Performance:	iii. Any delay in performing the obligation/ defect in performance by the supplier may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document).	Please include a clause to mention that Vendor shall not be liable for any delay if such delay is due to reasons attributed to or contributed by the Bank.	No Change in RFP Terms and Conditions.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
17	27	36: Limitation of Liability	i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused. ii. The limitations set forth herein shall not apply with respect to: a. claims that are the subject of indemnification pursuant to IPR infringement, b. damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider c. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations d. When a dispute is settled by the Court of Law in India e. 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	In no event, parties shall be liable for any indirect, special, consequential or incidental damages or loss of revenue or business profits, however caused, even if advised of the possibility of such damages NOTWITHSTANDING THE FOREGOING, BANK AGREES THAT SERVICE PROVIDER'S LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE)) HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR SERVICES FOR PRECEDING TWELVE (12) MONTHS ON THE DATE ON WHICH THE CLAIM ARISE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN	Please refer Corrigendum for details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
			Service Provider		

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
18	29	41. Patent Rights/ Intellectual Property Rights:	i. For any licensed software/firmware used by the finally selected L1/TC1 Vendor for performing services, the Vendor shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/OEM in respect of 'Product' and services offered. Any license or IPR violation on the part of Vendor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor. 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	In respect of products/equipment required to be supplied, we are not an OEM but a reseller and integrator of the OEM products. In view of this, please modify the above clauses to indicate that any third party/OEM products supplied by Dimension Data is subject to the third party license terms between Bank and the OEM/Software Licensor. IPR rights in respect of third party/OEM products will also be as per terms and conditions from such OEM/Software Licensor and the same shall be passed on to Bank "as-is". Further, Bidder can indemnify the Bank in respect of such third party IPR in products/software, only to the extent it is covered by such indemnification provision from such OEMs/Licensors.	No Change in RFP Terms and Conditions.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
			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. iv. The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.		

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
19	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	1) Bank shall not make any admission of claims causing prejudice to the defense of the bidder against such claims without the bidder's prior written consent and bank co-operates with Bidder in such defense and settlement. 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.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
			be placed under an Escrow arrangement.		
20	30	41.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.	Is the bank flexible on Perpetual license or is it allowed to consider term based/subcription based licenses? Change in term as below"The Vendor shall grant the Bank a host-based term license throughout the territory of India or abroad to access, replicate and use software provided by the Vendor, including all	No Change in RFP Terms and Conditions.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
				inventions, designs and marks embodied".	
21	30	42. Liquidated Damages	Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned in part II (Schedule of Events, Sl 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 as enumerated in the legacy agreement signed with SBI dated 30th April 2016.	No Change in RFP Terms and Conditions.
22	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 agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Concession Agreement or otherwise.	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.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
23	33	45. Termination for Default:	i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part: a. If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or b. If the vendor fails to perform any other obligation(s) under the contract; or c. Laxity in adherence to standards laid down by the Bank; or d. Discrepancies/deviations in the agreed processes and/or products; or e. Violations of terms and conditions stipulated in this RFP. ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.	Please confirm that termination shall be effected only if the Bidder has failed to rectify or remedy the default within the notice period of 30 days. Further, please confirm that termination shall not affect the rights of Bidder accrued prior to termination and Bidder shall be entitled to be paid for the work delivered successfully under the RFP.	Please refer Corrigendum for details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
24	34	45 Termination for Default	Termination for Default i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Software Solution and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Software Solution and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.	Please modify the clause as: 1. Please note that contract can be terminated only in case of material breach and after providing a cure period of 30 days to the bidder. 2. The liability of bidder in case of Risk purchase is limited to incremental costs not more than 10% of the value of delayed/defaulted deliverables. 3)In the event of termination, Bidder shall be paid all undisputed amount to the extent of services rendered as on the date of termination.	Please refer Corrigendum for details.
25	34	45. Termination for Default	i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part: b. If the vendor fails to perform any other obligation(s) under the contract; or c. Laxity in adherence to standards laid down by the Bank; or d. Discrepancies/deviations in the agreed processes and/or Services.; or	In the event of termination, Bidder shall be paid all undisputed amount to the extent of services rendered along with cure period of 30 days. SBI shall share all such obligations / standards / processes with EIT and after mutual agreement, EIT shall agree to such obligations / standards / processes For IPR claims, Bank shall not make any admission of such claims causing prejudice to the defense of the bidder	Please refer Corrigendum for details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
			e. Violations of terms and conditions stipulated in this RFP.	against such claims without the bidder's prior written consent and bank co-operates with Bidder in such defense and settlement. Bidder suggest deletion of point e	
26	34	45. Termination for Default	ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.	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. In the event of termination, Bidder shall be paid all undisputed amount to the extent of services rendered. Bidder suggest deletion of point e	Please refer Corrigendum for details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
27	34	SBI's obligations	_	1) Bidder suggest SBI Responsibilities to be enumerated. 2) EIT to propose adding appropriate relief event / savings clause to enable EIT's ability to obtain schedule adjustments or financial relief in case of delay / inaction attributable to Bank3) When Bank acts and omissions or other circumstances delay, disrupt or prevent EIT's performance, EIT shall accordingly (i) extend delivery and milestone dates, (ii) be compensated for additional costs if incurred, and (iii) be paid for additional service performed due to such act & omission of the Bank	No Change in RFP Terms and Conditions.
28	35	45. Termination for Default	vi During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of as provided in Part-II, (Schedule of Events, Sl 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.	Please refer Corrigendum for details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
29	35	47. Termination for Insolvency:	The Bank may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor 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 the Vendor, 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.	For all practical purposes, please modify this clause to indicate the Bank may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent and NOT when an application for bankruptcy, insolvency or winding up has been filed against it by any person.	No Change in RFP Terms and Conditions.
30	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.	Request for deletion of this clause.	No Change in RFP Terms and Conditions.
31	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	In the event of termination, Bidder shall be paid all undisputed amount to the extent of services rendered.	Please refer Corrigendum for details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
			which such termination becomes effective.		
32	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.	For the purpose of clarity, we request adding the following clause in continuation to the clause on Termination for Convenience. In case of termination for convenience, Bank shall also agree to pay, at a minimum: (i) all invoices issued by Dimension Data for the deliverables prior to the termination date; (ii) costs for performing or supplying deliverables as at the date of the termination notice; and (iii) costs that may be incurred by Dimension Data, which it is unable to mitigate or recover.	Please refer Corrigendum for details.
33	37	52. Taxes & Duties	TDS as applicable / b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies	TDS certificate shall issued on quaterly basis & GST shall be extra at prevailing rate.	Bidder's understanding is correct.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
34	40	24 (pg 20)Part II - 13	Performance Bank Guarantee20% of total license and implementation cost for the entire period of contract.If any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.	Please modify the clause as:a) Bidder seeks PBG to be provided at 10% of annual contract value and shall be renewed yearly at 10% of relevant subsequent year's contract value.b) Bank shall invoke the PBG only on occurrence of material breach and after the Bank provides a 30 days cure period to the bidder to rectify the material breach for which the PBG is sought to be invoked.ApMoSys is requesting for an exemption/ relaxation in the PBG amount of 20% to 5 %.	No Change in RFP Terms and Conditions.
35	41	9	Liquidated damages: A sum equivalent to 0.5% per week or part thereof of Contract Price subject to maximum deduction of 10% 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	No Change in RFP Terms and Conditions.
36	41	20. Transition Penalty	15% of the total contract value	Bank is requesed to remove this clause Transition penalty shall be capped to 5% of the monthly fee related to resources. Please reconsider removal of this clause as finance/legal teams of bidders may see this as a major exposure to risk & has revenue recognition implications.	No Change in RFP Terms and Conditions.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
37	41	Part II - 19 Annexure J (Pg. 89)	Liquidated Damages A sum equivalent to 0.5% per week or part thereof of Contract Price subject to maximum deduction of 10 % of the Contract Price for delay of each week or part thereof. Penalties 1. Delivery of the solution should be within One (01) 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 within a period of four (04) weeks 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 ten (10) 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. 2. Penalties are capped at 10% of the total cost of ownership (TCO) in respect of the penalties mentioned in Annexure J "Penalties & SLA Terms".	Liquidated damages should be applicable only in the event of delay in delivery solely attributable to the Bidder and should be computed at the rate of 0.5% of the value of the affected service or product per week subject to the maximum of 10% of the value of affected service or product.	No Change in RFP Terms and Conditions.
38	46	Annexure B - 3	The Bidder should be profitable organization (on the basis of Operating Profit) for last 3 (three) financial years as on 31.12.2018.	We request eligibility criteria pertaining to profitability is waived for Startups.	The wavier can be considered to Startups as recognised by DIPP,

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
					supported by valid certificates.
39	46	Annexure 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. "	No Change in RFP Terms and Conditions.
40	46	Annexure 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."Most of our identified large bidders do not qualify under this clause & hence cannot participate in this RFP. Hence request to change "Bidder" to "Bidder or OEM" in both sentences ….. Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder/OEM has executed similar projects, in the last 03 (three) years, as on 31.12.2018 (At least one client reference is required). The bidder/OEM must have experience in implementing such solution in a Domestic/International	No Change in RFP Terms and Conditions.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
				organization in any sector having implemented Application Performance Monitoring for more than 100 hosts/JVMs/.NET/application technology instances.	
41	47	Annexure B - 5	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.	Whether relaxation is applied for this clause for start-ups as prior experience is exempted	No
42	48	Annexure - B - 11	The OEM should be a company and have a local presence of support center and level 3 (highest escalation) locally in India	In addition to a support centre, the OEM should also have a development/QA setup in India as this will ensure quicker & quality deployment of any	No Change in RFP Terms and Conditions.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
				customized services or environment specific bug fixes at the bank.	
43	48	Annexure B - 10	The Bidder/ OEM should have support setup with 90 minutes of response time in Navi Mumbai and Hyderabad locations.	None of our potential bidders qualify as they do not have a support office in Hyderabad. Support can easily be provided from SBI Navi Mumbai site office as online connectivity to SBI Hyderabad location will be available from SBI Navi Mumbai location.	No Change in RFP Terms and Conditions.
44	48	Annexure B - 17	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	"The core application of the proposed solution should be either in the Leaders/ Challengers 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	No Change in RFP Terms and Conditions.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
45	50	Annexure - B-1 - (a)	(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.	Yes
46	52	Annexure - C - 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 de-obfuscated 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.
47	52	Annexure - C - 1 to 75	via Customized / 3rd Party Functionality - Not Applicable	via Customized / 3rd Party Functionality - Applicable	No Change in RFP Terms and Conditions.
48	53	Annexure - C - 10	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.
49	53	Annexure - C - 7	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	Biider's understanding is correct.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
50	53	Annexure - C - 9	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	Specific details can be shared with the selected partner only.
51	53	Annexure - C - 9	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	Can the Bank provide specifics of the MQ systems in use. In case a version in use is not supported by vendor, or has no documentation, will the Bank needs clear APIs so that a custom agent can easily be written to provide data to Analytics Engine?	Specific version details can be shared with the selected partner only, It would be good to have clear API so that custom agent can easily be written to provide data to Analytics Engine
52	54	Annexure - C - 16	Data in transition and Data at rest should be encrypted.	Are there any security standards to comply here? 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.	The solution should comply to Bank's IT & IS security policy. It is bidder's responsibility to implement the Encryption solution and same can be done through non-APM product based solution.
53	55	Annexure - C - 24	It should support for all major OS platforms like Windows, AIX, Linux, Solaris, HP-UX etc.	The versions which are not supported by the OEM may not be supported by the APM solution provider . Please clarify the version details	Specific details can be shared with the selected partner only.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
54	56	Annexure - C - 28	Proposed solution should support both agent-based and agent-less monitoring.	Please specify the requirements under agentless monitoring.	The requirement is clear.
55	57	Annexure - C - 40	The solution should have advanced analytics capability to ensure predictability.	We need clarity as to what needs to be predicted	Based on the past trend / pattern, tool must be able to predict the possibility of malfunctioning in the given situation, with alret generation.
56	57	Annexure - C - 42	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.)	Please confirm that only Java-based batch processes are included in the scope or other applications	Primarily, Java based batch processes will b required to be monitored. However, non-Java based batch processes may also be there. In case of non Java based batch processes, the revelant parameters corresponding to technology used needs to be analysed rather than JVM based parameters.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
57	57	Annexure - C - 43	Bidder should specifically confirm on their letter head in this regard, and the OEM to confirm on their letter head the support commitment for next 7 (Seven) years, for the proposed Core solution	Is the deal period 5 years or 7 years	Requirement is self-explanatory. Please refer the RFP terms and conditions.
58	57	Annexure - C - 45	The proposed solution must be architected to support monitoring minimum 2500 hosts on a single cluster.	Any minimum requirement on TPS to be monitored, such as 10000 TPS to be monitored by Single cluster	No Change in RFP Terms and Conditions.
59	60	Annexure - C - 57	The solution should be complied with data privacy norms like GDPR/PSD2 etc.	Can the Bank provide more detail on exact level of Compliance required with GDPR.	Bidder has to meet the regulator's directive in this regard, issued from time-to-time.
60	60	Annexure - C - 58	The solution should have a single agent binary (in case of agent-based monitoring) for the monitoring of host, process, transactions, code, logs, network communication.	This is a vendor-specific feature. Please confirm that "single agent binary" means individual agents for monitoring host, process, transactions, code, logs and network.	Please refer Corrigendum for details (ANNEXURE-C / Technical & Functional Specifications / 106)
61	63	Annexure - C - 77	The solution should have capability to store at least 24 months data of performance issues, identified root causes, the resolutions and workarounds and the events along with the various components of the application were impacted over time for knowledge base.	What's total TPS, Log files bank wants to monitor

Please confirm that, the requirement here is to integrate APM solution with existing ITSM solution to create a knowledge base | The proposed solution should be scalable enough to meet the high volume TPS.

Please refer Corrigendum for details. |

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
62	64	Annexure - C - 82	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 managementplatform (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.	Please refer Corrigendum for details.
63	64	Annexure - C - 83	The proposed solution should give insight into the quality of communication between hosts and the processes that run on them. (A relevant network metrics, for that process connections, must show the network Transfer, Connectivity, and Retransmissions rates.)	This is a vendor-specific feature as leading APM products in the market do not provide this type of infrastructure component monitoring. This requirement must be removed from the scope of APM solution.	Please refer Corrigendum for details.
64	72	Annexure - E - c	c) Supply, installation, integration, testing, management, maintenance and monitoring of APM Solution along with Software, operating system and other peripherals as mentioned in the RFP.	Please confirm the required Hardware (servers, storage, TOR switches, cabling etc.) along with all the system software like (OS, DB etc) needs will be provided by the Bank at Navi Mumbai and Hybderabad Please clarify if the hardware is part of the scope	On-prem hardware will be provided by the Bank on Bank's private cloud. Bidder is required to provide the complete solution implementation design along with the hardware

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
					details as part of the technical bid
65	72	Annexure - E - h	Integrate with various applications during the contract period.	What would be the expected count of new applications and sizing ?	Specific details can be shared with the selected partner only.
66	72	Annexure - E - l	To migrate the applications from existing onitoring solution to the proposed solution, as per Bank's schedule.	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. Please help us understand what are the existing monitoring solution available and let us know whether API of those tools will be exposed. Please provide the details of existing APM solution	Specific details can be shared with the selected partner only.
67	72	Annexure - E - m	Provide online query facility for users: application-wise, department-wise as well as bank-wise	Please let us know what kind of query facility bank is looking at	Can be discussed later with the selected bidder
68	72	Annexure - E - n	Solution should be capable of seamless DC-DR replication without any lag.	Need to understand on the lagging part	DC-DR replication should be on REAL-TIME basis, without any data loss.
69	72	Annexure - E - o	o) 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 not clear

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
70	72	Annexure - E - p	p) 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 not clear
71	72	Annexure - E - r	The Product should be compliant with guidelines issued by applicable regulatory authorities such as RBI, UIDAI etc	Can you please share the relevant guidelines for clarity	Specific details can be shared with the selected partner only.
72	72	Annexure - E - s	If the Bank desires to have, the Bidder should be able to setup a NOC Lab for Synthetic Monitoring which is to be managed 24*7 along with the support	While we have the capability to setup NOC lab, can you please confirm that this is not part of the current scope	The Bidder should have the capability right now.
73	73	Annexure - E - w	w) 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.	Please confirm the operations bridge tool details with 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 alerts/events/logs from various live systems/monitoring systems. Specific details can be shared with the selected partner only.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
74	73	Annexure - E - x	The bidder to provide operational support for the entire Application Monitoring Solution on 24x7x365 (366) basis for 5 years from the go live (including activities related to administration, upgrade, maintenance, storage management, backup management, and other related activities), to keep system running so that high availability can be assured. Operational support needs to verify all alerts for authenticity before raising to the Bank's teams.	Please help us to understand the number of applications /pages / no of mobile application	Specific details can be shared with the selected partner only.
75	74	Annexure - E	Collect Application-wise system and application logs and centralize the storage of log data for analysis and transformation	Can the bank provide data size indications of logs e.g. annual average log data size expected to be generated per day and what is the retention period expected.	Specific details can be shared with the selected partner only.
76	75	Annexure - E	xxxiv. The platform needs to provide analytics for issue tracking, auto ticketing and predicting issues.	We assume that the critical alerts generated by APM solution needs to be integrated with Bank's ITSM tool. Please confirm and provide details of ITSM tool with which APM tools needs to be integrated.	Specific details can be shared with the selected partner only.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
77	76	Annexure - E1	Delivery and Payment Milestones 1. Milestones-1 (40% of the total Software license and implementation cost) a. Supply, installation, testing, commissioning of APM Solution in Primary, DR and Pre-Prod & Dev. Environments. b. Configure High availability among all the components of the solution to ensure zero downtime. c. implementation and UAT signed off for an application having more than 100 host. d. Submission of detailed architecture diagram of entire setup. e. Submit Solution documents covering following areas: (Specific to Bank) i. Installation steps ii. Integration Process details iii. Process Implementation steps iv. User Manuals based on different roles v. Administration and Troubleshooting 2. Milestones-2 (15% of license and implementation Cost) 3 Months from PROD go live a. Close VA & PT observations within the prescribed timeline. b. Configure the complete solution as per the Bank's Comprehensive Security Review (CSR) recommendations. c. Production go-live of 5 applications having more than 50 hosts each. 3. Milestones-3 (25% of license and implementation Cost) a. Development of production	Milestones: 1. Delivery of Licences: 60% of total cost Milestones-2 (20% of the total Software license and implementation cost) a. Supply, installation, testing, commissioning of APM Solution in Primary, DR and Pre-Prod & Dev. Environments. b. Configure High availability among all the components of the solution to ensure zero downtime. c. implementation and UAT signed off for an application having more than 100 host. d. Submission of detailed architecture diagram of entire setup. e. Submit Solution documents covering following areas: (Specific to Bank) i. Installation steps ii. Integration Process details iii. Process Implementation steps iv. User Manuals based on different roles v. Administration and Troubleshooting 2. Milestones-3 (10% of license and implementation Cost) 3 Months from PROD go live a. Close VA & PT observations within the prescribed timeline. b. Configure the complete solution as per the Bank's Comprehensive Security Review (CSR) recommendations. c. Production go-live of 5 applications having more than 50 hosts each. 4.	No Change in RFP Terms and Conditions.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
			monitoring dashboards b. Integration with i. monitoring control center. ii. analytical reporting. 4. Milestones-4 (20% of license and implementation Cost) on BG submission a. the expiry of warranty period OR against submission of Bank Guarantee from a Scheduled Commercial Bank other than SBI, for an equivalent amount valid for the period of 63 months from the date of completion of Milestone #1. b. This payment will be released concurrently with payment of Milestone #1, subject to submission of Bank Guarantee. c. In case of non-submission of Bank Guarantee, 20% of the solution cost will be released after completion of the contract period.	Milestones-3 (5% of license and implementation Cost) a. Development of production monitoring dashboards b. Integration with i. monitoring control center. ii. analytical reporting. 4. Milestones-5 (20% of license and implementation Cost) on BG submission a. the expiry of warranty period OR against submission of Bank Guarantee from a Scheduled Commercial Bank other than SBI, for an equivalent amount valid for the period of 63 months from the date of completion of Milestone #1. b. This payment will be released concurrently with payment of Milestone #1, subject to submission of Bank Guarantee. c. In case of non-submission of Bank Guarantee, 5% of the solution cost will be released after completion of the contract period.	
78	76	Annexure - E1 - Delivery & Payment Milestones	1. 40% of the total Software license and implementation cost on implementation and UAT signed off. 2. 15% of license and implementation cost three months after production go-live or integration of 5 applications. 3. 25% of license and implementation cost after development of production	If the Contract is terminated by Bank for Convenience or for any defaut by the Service Provider anytime before the completion of given payment Milestone, please clarify how will the Bank release the balance payment dues as on the date of Termination.	Payment will be released as per the Payment milestone, as mentioned in the RFP as Annexure-E-1, after adjusting the penalties, etc. due from the Bidder.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
			monitoring dashboards, integration with monitoring control center and analytical reporting. 4. Balance 20% of license and implementation cost after the expiry of warranty period OR against submission of Bank Guarantee		
79	76	Annexure - E1 - Milestone - 2	2. Milestones-2 (15% of license and implementation Cost) 3 Months from PROD go live a. Close VA & PT observations within the prescribed timeline. b. Configure the complete solution as per the Bank's Comprehensive Security Review (CSR) recommendations. c. Production go-live of 5 applications having more than 50 hosts each.	Can you share security review recommendations	Information Security review will be conducted on the deployed solution. Any observation as pointed out by the information security team should be mitigated with-in the stipulated time-line.
80	76	Annexure - E1 - Milestone - 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.	Can you please share the details of monitoring control center	Specific details can be shared with the selected partner only.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
81	76	Annexure - E1 - Milestones for Payment Schedule	1. Milestones-1 (40% of the total Software license and implementation cost) 2. Milestones-2 (15% of license and implementation Cost) 3 Months from PROD go live3. Milestones-3 (25% of license and implementation Cost)4. Milestones-4 (20% 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 deliery2. Milestones-1 (40% of the total implementation cost)3. Milestones-2 (15% of the implementation Cost) 3 Months from PROD go live4. Milestones-3 (25% of the implementation Cost)5. Milestones-4 (20% 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**	No Change in RFP Terms and Conditions.
82	78	Annexure - F - A.1	Total Application Performance Monitoring Tool license, which includes cost of software Tool, Customization and Development (6000 APM Host-Based Perpetual Licenses each for DC & DR). One APM host license will be treated as monitoring all the services / application / DB, etc. as required in the RFP on One Operating System.	How many years of warranty to be included?	Please refer Corrigendum for details.
83	78	Annexure - F - A.1	6000 APM Host-Based Perpetual Licenses each for DC & DR	Can this license limited to 6000 nodes or 300 applications, whichever is lower.	No, the requirement is host-based licensing.
84	78	Annexure - F Indicative Commercial Bid	The proposed licenses shall be host-based PERPETUAL in nature and Per license cost will	Licensing shall be as per OEM Licensing conditions	No Change in RFP Terms and Conditions.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
			be derived from the cost proposed in the RA.		
85	78	Annexure - F Sr.No.A1	Total Application Performance Monitoring Tool license, which includes cost of software Tool, Customization and Development (6000 APM Host-Based Perpetual Licenses each for DC & DR).One APM host license will be treated as monitoring all the services / application / DB, etc. as required in the RFP on One Operating System.	Clause to be changed to "Total Application Performance Monitoring Tool license, which includes cost of software Tool, Customization and Development (6000 APM Host-Based Term Licenses each for DC & DR).One APM host license will be treated as monitoring all the services / application / DB, etc. as required in the RFP on One Operating System".	No Change in RFP Terms and Conditions.
86	79	Annexure - F - C. Onsite Support	1.Project Manager 2.Team Lead / Solution Architect 3.Integration, customisation and deployment Services 4.Production, Operational and Technical Support services - L1 - (24*7*365 (366) days) (minimum 5 years' experience) 5.Production, Operational and Technical Support services - L2 (24*7*365 (366) days) (minimum 8 years' experience) 6.Production, Operational and Technical Support services - L3 (minimum 10 years' experience)	Bank is requested to define : -Numbers for the resource types, -Whether cost is to be put-in per resource per year or for resources in respective category for 5 years	The bidder has to provision / arrive at the number of resources required. Cost to be provided for resources in respective category for 5 years.
87	79	Annexure - F - C. Onsite Support	(C) Onsite Support (Sub-Total 'G' above)	to be read as (C) Onsite Support (Sub-Total 'C' above)> Is the understanding correct?	Please refer Corrigendum for details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
88	80	Annexure - F	Indicative Commercials Bid # 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%.	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.
89	80	Annexure - F - 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.
90	89	1	Delivery of the solution should be within One (01) 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 within a period of four (04) weeks 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 ten (10) 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	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 four **(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	Please refer Corrigendum for details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
			commissioning of software/hardware	making final payment after successful installation and commissioning of software/ hardware	
91	89	Penalties , 1	Delivery of the solution should be within One (01) 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 within a period of four (04) weeks 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 ten (10) 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.	Infra requirements for the engagement need not be a showstopper and in such cases when infra arrangement , port opening and other dependent work is there then how bank will decide the delivery time lines .	Infra and port opening are Bank's responsibility and Bidder has to submit their requirements well in advance.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
92	90	Service Milestones ,E	Installation :Within 04 (Four) Weeks from issue of Purchase Order	Please confirm the prerequisites for installation of things are ready along with port opening and approval from CISO before initiating the installation process and after getting the PO. That time where there is a dependency on banks site that should be taken care and should not be considered in the milestone	Bidder has to submit the architecture diagram alongwith infra requirements, network requirements, etc. with the Bid document.
93	91	f	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.
94	92	Annexure J	g) The Vendor (Service provider) undertakes and warrants to provide technical support with resolution time frame as per the matrix given below:	In case of application performance issues, responsibility of resolution of respective application services will be with respective IT team members of SBI e.g. application, IT infrastructure, network. We assume in such cases bidder needs to provide the required inputs highlighting the finding from APM solution to respective stakeholders. Please confirm.	The matrix referred in the RFP in this context relates to performance of the APM solution itself.
95	92	Annexure J	Application RPO - "0 data loss"	Please confirm is Bank is looking for NDR setup to achieve the "0 data loss" as per the RFP ask.	Please refer Corrigendum for details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
96	92	Annexure J Annexure - VI (pg 139)	(i) Penalties for Application SLA uptime (ii) Penaty for Non-Performance of SLA (iii) Penalty For Non-Performance At Help Desk Other SLA Penalties	The total SLA Penalties shall be capped @ 5% of the monthly fees related to Resources.	No Change in RFP Terms and Conditions.
97	93	a	Penalties for Application SLA uptime shall be as under:	Application Here refers to The APM application or banks Application . The architecture provided by ApMosys and its OEM partner to be provided by the bank to avoid the downtime . Bank need to help for getting the desired infra suitable for architecture provided	APM solution
98	94	a	PENALTY FOR NON-PERFORMANCE AT HELP DESK	This is all about the OEM application not about SBI Application; please clarify	APM solution
99	95	ANNEXURE-K	Service Level Agreement	Please confirm that SLA with the successful Bidder will be as per mutually agreed terms and agreements	Terms and conditions as mentioned in the RFP.
100	108	(pg 109 and 123)	6. GENERAL INDEMNITY,TRANSITION REQUIREMENTLimitation of Liability	This clause is very open ended in its intent & will not pass muster with the finance & legal teams in most bidder organizations, as conveyed explicitly to us. This may lead to smaller companies bidding for this extremely challenging RFP, thereby potentially adding significant risk to the success of the project. Please reconsider removal of this clause as finance/ legal teams of bidders may see this as a	Please refer Corrigendum for details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
				major exposure to risk & has revenue recognition implications.	
101	108	Annexure K -6	6. GENERAL INDEMNITY 6.1 Service provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur directly or indirectly on account of any deficiency in Services or breach on any obligations mentioned in clause 510 hereinabove, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Service Provider.. 6.2 The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or	This clause is very open ended in its intent & will not pass muster with the finance & legal teams in most bidder organizations, as conveyed explicitly to us. This may lead to smaller companies bidding for this extremely challenging RFP, thereby potentially adding significant risk to the success of the project. Please reconsider removal of this clause as finance/legal teams of bidders may see this as a major exposure to risk & has revenue recognition implications.	Please refer Corrigendum for details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
			penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service provider. 6.3 The Service provider hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. The Bank shall report as far as possible all material defects to the Service provider without undue delay. The Service provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work. Nothing contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of Software.		

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
102	109	Annexure K - 8	TRANSITION REQUIREMENT 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 contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs._____ on demand to the Bank, which may be settled from the payment of invoices or performance guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure-VII.	This clause will not pass muster with the finance & legal teams in most bidder organizations, as conveyed explicitly to us. This may lead to smaller companies bidding for this extremely challenging RFP, thereby potentially adding significant risk to the success of the project. Please reconsider removal of this clause as finance/legal teams of bidders may see this as a major exposure to risk & has revenue recognition implications.	Please refer Corrigendum for details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
103	118	Section 16 - on Source code escrow	Service Provider shall deposit the source code of the Software and everything required to independently maintain the Software, to the source code escrow account and agrees to everything mentioned in source code escrow agreement	AppDynamics is majority owned subsidiary of Cisco. 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 DollarsUS$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.	Bidder must submit a Self-declaration on Bank's prescribed format (as attached as Annexure-O). For further clarity, please refer Corrigendum for details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
104	123	Annexure K - 21	Limitation of Liability : 21.1 For breach of any obligation mentioned in this Agreement, subject to clause 21.3, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Project Cost. The limitations set forth herein shall not apply with respect to: a) claims that are the subject of indemnification pursuant to IPR infringement, b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider, c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, d) When a dispute is settled by the Court of Law in India. e) 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.	This clause is very open ended in its intent & will not pass muster with the finance & legal teams in most bidder organizations, as conveyed explicitly to us. This may lead to smaller companies bidding for this extremely challenging RFP, thereby potentially adding significant risk to the success of the project. Please reconsider removal of this clause as finance/legal teams of bidders may see this as a major exposure to risk & has revenue recognition implications.	Please refer Corrigendum for details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response

105	123	Pt 21: Limitation of Liability	21.1 For breach of any obligation mentioned in this Agreement, subject to clause 21.3, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Project Cost
			21.2 Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
			21.3 The limitations set forth in Clauses 21.1 shall not apply with respect to
			  i. claims that are the subject of indemnification pursuant to Clause 12.12
			  ii. damage(s) occasioned by the gross negligence or willful misconduct of Service Provider
			  iii. damage(s) occasioned by Service Provider for breach of Clause 15.13
			  iv. Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider
				In no event, parties shall be liable for any indirect, special, consequential or incidental damages or loss of revenue or business profits, however caused, even if advised of the possibility of such damages
				
				NOTWITHSTANDING THE FOREGOING, BANK AGREES THAT SERVICE PROVIDER'S LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE)) HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR SERVICES FOR PRECEDING TWELVE (12) MONTHS ON THE DATE ON WHICH THE CLAIM ARISE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN
					Please refer Corrigendum for details.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
106	169	Annexure N - 6	6. Fall ClauseThe BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry / Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	The BIDDER undertakes that it has not supplied /is not supplying similar (in quantity) product / systems or subsystems as a whole solution at a price lower than that offered in the present bid in respect of any other Ministry /Department of the Government of India or PSU and if it is found at any stage that similar (in quantity) product / systems or sub systems as a whole solution was supplied by the BIDDER to any other Ministry /Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	No Change in RFP Terms and Conditions.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
107	171	ANNEXURE-N PRE CONTRACT INTEGRITY PACT	7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter. 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.	Monitors access shall exclude Bidders cost.	No Change in RFP Terms and Conditions.
108	Genaral	General	Monitoring of APM infrastructure	For the purpose of uptime monitoring for the infrastructure components (in case same is provided by bidder) can we leverage bank's IT operations management tool for availability management or bidder has to develop their own methedology. Please suggest.	The clause is not part of the RFP. Hence, more clarity is required.

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's Response
109	Genaral			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	Every engagement is governed by the terms and conditions of that specific engagement only, and cannot be referred in any other engagement. Hence, no Change in RFP terms & conditions.
110	NA	NA	Additional Clause - Invoicing Terms	Please add the following clauses: 1. Bank shall pay within 30 days from the date of invoice. 2. Late payment will bear an interest of 2% per month.	No Change in RFP Terms and Conditions.
111	NA	NA	Additional Clause - Non-Payment Remedy	Bidder seeks right to terminate or suspend services in the event of delay in payment of undisputed invoice.	No Change in RFP Terms and Conditions.
112		Additional clause	Termination by SI	Bidder seeks right to terminate or suspend services in the event of delay in payment of undisputed invoice.	No Change in RFP Terms and Conditions.
113			Require License Information	Need more information on Licensing	Please refer RFP terms and conditions.