

Vendor Name	Sl. No	RFP Page No	RFP Clause No	Existing Clause	Query/Suggestions	Bank's Response
TCS	1	53	Annexure-B1	Component- No of SERVERS Specifications - 30 nos for locations Rabale and Hyderabad	Are 30 systems required each at D	No total 30 nodes for DC and DR. Exact breakup will be shared with the successful bidder
TCS	2	53	Annexure-B1	Component- SERVER CERTIFICATION Specifications -Cluster Management software should be provided with necessary licenses to efficiently manage and configure the entire Hadoop cluster.	What are the requirements from cluster management software? What kind of monitoring , deployment / patching capabilities are expected. Request bank to provide detailed explanation. The management utility will require management servers for out of band management, will bank provide the same?	Server patching, software, firmware upgrades, monitoring of the cluster.
TCS	3	53	Annexure-B1	Component- ARCHITECTURE Specifications -The switch should have at least 32 nos. of 100/1000/10000 Mbps Base T ports, minimum 8 1/10G SFP+ ports and at least 2 nos. of 40Gbps QSFP+ slots providing line rate	How many ports should be provided with 1Gb SFP? Since servers have management ports of 1GbE	Network port for management of servers will be provided by the Bank.

				<p>Component-HIGH AVAILABILITY</p> <p>Specifications -1. Shall support IEEE 802.3ad Link Aggregation Control Protocol (LACP) with up to 4 links (ports) per trunk</p> <p>2. Shall support IEEE 802.1s Multiple Spanning Tree Protocol</p> <p>3. In case of failure of one switch, the traffic should failover to other switch in less than 50ms so as to avoid application downtime.</p>	Switches with redundant power supplies?	
TCS	4	53	Annexure-B1			Yes
TCS	5	45	13	Performance Bank Guarantee - 15% of the Total cost of contract for the entire period of contract plus claim period of 3 months.	Performance Bank Guarantee - 10% of the Total cost of contract for the entire period of contract plus claim period of 3 months.	No Change
TCS	6	44	19	Liquidated damages -A sum equivalent to 0.5 or 1 % 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 or 1 % 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
TCS	7		General		Over all penalty to be capped to 5% of the contract price	No Change

TCS	8		General		Request you to grant extension of 2 weeks as there are many public holidays in coming weeks.	Refer Corrigendum
TCS	9		General		All the terms and conditions will be as per MSA signed between TCS & SBI	No, RFP conditions will override the MSA.
Inspira Enterpris	1	50	igibility Criteria.	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects. (Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required)	Request bank to modify the clause as "Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder/OEM has executed similar projects." . Request you to confirm CRM & KYC project can be considered in similar project.	No Change
Inspira Enterpris	2	51	igibility Criteria.	3 reference of the implementation in India should be provided for a similar deployment	Request Bank to confirm CRM & KYC project can be considered in similar project.	All x86 deployments can be considered.

Inspira Enterpris	3	12	g	<p>Prices quoted by the Bidder shall remain fixed for the period specified in part II (180 Days) of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty A</p> <p><u>Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.</u></p>	<p>Request you to consider change in Goverment levies and taxes as well as in case of major fluctuation in exchange rate i.e +/- 3%.</p>	No Change
Inspira Enterpris	4	31	38	<p>The insurance shall be for an amount equal to 110 percent of the value of the Products from “Warehouse to final destination” on “All Risks” basis, valid for a period of one month after delivery of products at the defined destination</p>	<p>Request bank to accept the transit insurance till the time of delivery of equipment’s, as no Insurance provider provides the insurance as required, so vendor would be required to procure additional 1 year insurance which will increase the cost of procurement for bank</p>	No change, as per RFP
Inspira Enterpris	5	45	17	<p>Terms of payment-90% on delivery and successful installation, commissioning, testing etc</p>	<p>Request bank to release the 80% of payment on delivery</p>	No Change

Inspira Enterprise India Pvt Ltd					Incase site is not ready due to any reason from Bank's side , SBI will provide us an suitable space at site to deliver the materials and our payment will be released within 15 days .	No Change
Inspira Enterpris	6	45	19	Liquidated damages-A sum equivalent to 0.5 or 1% 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.	Request bank to change the clause to - A sum equivalent to 0.5 on the undelivered equipment cost subject to maximum deduction of 5 % of the undelivered equipment cost for delay of each week or part thereof.	No Change
Inspira Enterpris	7	45	20	Transition Penalty-15% of the total contract value	Request Bank to limit this upto 10L	No Change
Inspira Enterpris	8	45	21	Terms of payment-Payment for comprehensive AMC, shall be paid quarterly in arrears.	Request bank to release the AMC payment as yearly in advance	No Change
Inspira Enterpris	9	59	Annexure F	Comprehensive warranty for software and hardware mentioned in items above for 3 years from the go live date, including annual renewal cost, if any	Request bank to clarify the payment terms for warranty amount, or whether it will be released with the cost of product (90% & 10% on Testing & commissioning as mentioned above in payment terms)	No Change

Inspira Enterpris	10	59	Annexure F	Comprehensive annual maintenance for software and hardware mentioned above for 2 years, including annual renewal cost, if any, after the end of comprehensive warranty.* (This cost should be in the range of 8% to 12 % p.a. of the product cost for hardware and 15% to 25% p.a. of license cost of software).	Request bank to delete the minimum % requirement, as its totally OEM dependent clause on vendor.	No Change
Inspira Enterpris	11	60	Annexure F	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.	Request bank to delete the same proportion % requirement, as its totally OEM dependent clause on vendor.	No Change

Inspira Enterpris	12	73	SLA -1	Delivery of all equipment should be within 4 weeks from date of placing of order. In the event of the any or all equipment(s) not being delivered, installed, tested and commissioned within a period of 6 weeks from date of Purchase Order	Request Bank to provide 8 weeks for the delivery and 2 weeks for Installation	No Change
Inspira Enterpris	13	73	SLA -1	a penalty of one (1) percent of the total cost of equipment's for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total cost of equipment's will be charged to vendor.	Request bank to reduce the percentage to 0.5%-5% & also the penalty percentage should be on the product value not delivered/installed	No Change
Inspira Enterpris	15	74	C	The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /email is made or letter is written) shall not exceed 2 hours.	Request bank to consider 4 hours for onsite presense . Response will be provided within 30 mins .	No Change

Inspira Enterpris	16	74	D	The VENDOR shall ensure that faults and failures intimated by Bank as above are set right within 4 hours of being informed of the same. In any case the equipment should be made workable and available not later than the Next Business Day	Request Bank to consider 6 hrs resolution which is standard for mission critical application.	No Change
Inspira Enterpris	17	74	E	The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 99.99% of the time on a 24 x7 x365 basis.	We assume that uptime will be calculated on overall solution and not on individual equipments .Kindly confirm .	No Change
Inspira Enterpris	20	50	Eligibility Criteria	The applicant should be an authorized reseller/ system integrator of the OEM who is listed in the Leaders" quadrant in the Gartner Report for Modular Servers for supply of computer hardware / software / peripherals.	As solution includes ethernet switches, does Bank have OEM preference for the same? Request bank to involve Leader/Challenger in gartner's MQ of Data center networking so that leading OEMs can participate in this RFP.	As per RFP switch specifications.

Inspira Enterpris	21	55	Switch Specifications	The switch should have at least 32 nos. of 100/1000/10000 Mbps Base T ports, minimum 8 1/10G SFP+ ports and at least 2 nos. of 40Gbps QSFP+ slots providing line rate connectivity	As OEMs have their own hardware architectures for different port requirements, please clarify whether we can use 40G port with break out cable for 10G SFP+ ports requirement.	OEM can design the architecture as per the Bank's requirements.
Inspira Enterpris	22	55	Switch Specifications	The switch should have at least 32 nos. of 100/1000/10000 Mbps Base T ports, minimum 8 1/10G SFP+ ports and at least 2 nos. of 40Gbps QSFP+ slots providing line rate connectivity	Request bank to clarify whether bidder can suggest different architecture to fulfill port requirement mentioned in RFP i.e. 2 switches in place of 1 switch	OEM can design the architecture as per the Bank's requirements.
Inspira Enterpris	23	55	Switch Specifications	The switch should have at least 32 nos. of 100/1000/10000 Mbps Base T ports, minimum 8 1/10G SFP+ ports and at least 2 nos. of 40Gbps QSFP+ slots providing line rate connectivity	Request bank to clarify type and qty of optics required from day one. i.e 1G/10G/40G, Multimode or Single mode and let us know length of cables/patch cords for all the connectivities i.e between TOR switches, between TOR and uplink switch, between switch and servers.	Refer Corrigendum
Inspira Enterpris	24	54	Server Hardware Specifications	Rack: 4 nos of 42U Universal racks for Rabale(PR) 1200mm*600mm	Does bank have considered racks for Hyderabad location or bidder has to provide? Pls specify qty also .	Racks for Hyderabad has been considered

Inspira Enterpris	25	53	Server Hardware Specifications	No of SERVERS: 30 nos for locations Rabale and Hyderabad	Please confirm, 30 each at DC & DR or 15 each at DC & DR.	30 is the total number considering both PR and DR. Breakup will be shared with the successful bidder.
Inspira Enterpris	26	53	Server Hardware Specifications	PROCESSOR FAMILY: Intel Xeon E5-v4 latest or better with 2.1 Ghz or higher clock speed	Suggest SBI to change this to the latest Xeon Scalable processors	The specifications provided in the RFP are the minimum, the bidder can provide higher configuration but no weightage will be given for the same.
Inspira Enterpris	27	53	Server Hardware Specifications	RAM: 256 GB ECC DDR 4 (scalable to 512 GB or higher)	2666MT/s RDIMMs are available with the latest Servers	No Change

Inspira Enterpris	28	53	Server Hardware Specifications	HDD: 4 * 12 TB (SATA/SAS) in JBOD 2 OS disks (SSD) with 480 GB or more in RAID 1	Kindly provide clarity on this - What is the RAW capacity required and the expansion required in future per servers. Why is JBOD required ?	RAW Capacity requirement is 48TB. 4 TB is the maximum size of disk to be provided. RAID 0/JBOD is required as a recommendation from the hadoop OEM to configure the storage.
Inspira Enterpris	29	54	Server Hardware Specifications	Controller: RAID 0, RAID1, RAID (1+0), RAID5, RAID6 2GB battery backed write cache Separate array controller should be provisioned for OS disks.	Please provide clarity on this-Why is Separate array controller should be provisioned for OS disks.	No Change
Inspira Enterpris	30	54	Server Hardware Specifications	OS COMPATIBILITY: Microsoft Windows 2008 / 2012 Data Centre edition (64 bit), All major distributions of Linux, RHEL 7.3 or later etc.	Microsoft Windows 2008(64 bit) 2012 DC edition (64bit) or all major distributions of Linux (64bit) RHEL 7.3 or later (64Bit)	64 Bit compatibility is required.
Inspira Enterpris	31	54	Server Hardware Specifications	CLUSTER MANAGEMENT: Cluster Management software should be provided with necessary licenses to efficiently manage and configure the entire Hadoop cluster.	Kindly provide clarity on this? This is ideally not the Server vendor scope. Server Management should be limited to Cluster Server health monitoring .	Server patching, software, firmware upgrades, monitoring of the cluster.

Inspira Enterpris	32	54	Switch Specifications	SWITCHES: 4 Nos of 32 port Network switch 2DC and 2DR	32 port is non standard; kindly make this 48 port	Refer Corrigendum
Inspira Enterpris	33	54	Switch Specifications	ARCHITECTURE: The switch should have at least 32 nos. of 100/1000/10000 Mbps Base T ports, minimum 8 1/10G SFP+ ports and at least 2 nos. of 40Gbps QSFP+ slots providing line rate connectivity	10 Gbe SFP+ port do not auto negotiate to 1 Gbe- Kindly amend this to 8 nos. 10 Gbe SFP+ porrts	10 Gbe SFP+ ports
Inspira Enterpris	34	54	Switch Specifications	SECURITY :1. Shall support protected ports to isolate specified ports from all other ports on the switch 2. Shall support Port security allowing access only to specified MAC addresses 3. Shall support management access (CLI, Web, MIB) securely encrypted through SSHv2, SSL, and SNMPv3	Web management is not recommended on Data Center class switches for security concerns & compliance. How so ever this can be achieved using external S/W using API/ SNMP Integration.	No Change

Inspira Enterprise	37	24, Clause 28	Delivery, Installation, Commissioning & Documentation:	In case the Vendor is providing software/firmware which is not its proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software/firmware vendor which includes support from the software/firmware vendor for the proposed software for the entire period required by the Bank.	In case the Vendor is providing software/firmware which is not its proprietary software then the Vendor must submit evidence in the form of declaration/confirmation that the vendor has entered into an agreement with the software/firmware vendor which includes support from the software/firmware vendor for the proposed software for the entire period required by the Bank.	No Change
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Inspira Enterpris	42	85	SLA - 4.1.3	It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively „IPR“) (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.	It has full right and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively „IPR“) (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.	No Change
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Inspira Enterpris	45		52.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 bank to specify that if Bank would be liable to pay for the PO amount if contract is terminated after issue of PO but before delivery of material	No Change
FUJITSU		40	Page no: 50, Annexure-B, i. Commercial, Point no 3.	The applicant should be an authorized reseller/ system integrator of the OEM who is listed in the Leaders" quadrant in the Gartner Report for Modular Servers for supply of computer hardware / software / peripherals	Request bank to remove it.	No Change

Huawei	1	50	Bidder Eligibility Criteria - Point No 3	The applicant should be an authorized reseller/ system integrator of the OEM who is listed in the Leaders" quadrant in the Gartner Report for Modular Servers for supply of computer hardware / software / peripherals.	Request Bank to also incorporate OEMs listed in Challenger's Quadrant of Gartner Report for Modular servers	No change
Huawei	2	51	Bidder Eligibility Criteria - Point No 12	3 reference of the implementation in India should be provided for a similar deployment.	Request Bank to relax this point to 2 reference case with same deployment	No Change
Huawei	3	53	Server Hardware Specifications - Point No 6	HDD - 4 * 12 TB (SATA/SAS) in JBOD 2 OS disks (SSD) with 480 GB or more in RAID 1	We assume we can populate these HDDs within the server itself as the servers can take the required no of drives. Also we assume it is 12 x 4 TB and not 4 x 12 TB as max Capacity drive available is 10 TB	Refer Corrigendum
Huawei	4	53	Server Hardware Specifications - Point No 7	Controller - RAID 0, RAID1, RAID (1+0), RAID5, RAID6 2GB battery backed write cache Separate array controller should be provisioned for OS disks.	Our Single RAID controller is capable of supporting upto 24 drives capable of RAID 0,1,10,5 and 6. Request bank to consider only one controller for both sets of disks.	No Change
Huawei	5	53	Server Hardware Specifications - Point No 8	Networking - Each node should be proposed with 4x 10GbE connectivity for TOR connectivity.	10 GB Ports should be RJ 45 or SFP+?	Refer Corrigendum

Huawei	6	54	Server Hardware Specifications - Point No 14	Cluster Management software should be provided with necessary licenses to efficiently manage and configure the entire Hadoop cluster.	We assume this is a Management software to manage 30 servers in a single GUI. Request bank to elaborate further	Refer above
LENOVO		Pg- 53, 1	ANNEXURE – B1 Technical & Functional Specifications - Server Hardware Specifications	No of SERVERS - 30 nos for locations Rabale and Hyderabad	Please specify the no. of servers required at each location	No total 30 nodes for DC and DR. Exact breakup will be shared with the successful bidder
LENOVO		Pg- 53, 6	ANNEXURE – B1 Technical & Functional Specifications - Server Hardware Specifications	HDD - 4 * 12 TB (SATA/SAS) in JBOD 2 OS disks (SSD) with 480 GB or more in RAID 1	Please clarify, the size of SAS/SATA disk required, since max. capacity of NL-SAS/SATA is 10 TB. Since the server chassis can accommodate all the disk within the disk bays, hence JBOD is not required. Request you to kindly amend the clause without a JBOD	Refer Corrigendum

LENOVO	Pg- 53, 7	ANNEXURE – B1 Technical & Functional Specifications – Server Hardware Specifications	Controller- RAID 0, RAID1, RAID (1+0), RAID5, RAID6 2GB battery backed write cache. Separate array controller should be provisioned for OS disks.	For the HDD controller in DATA nodes, Just a Bunch of Disks (JBOD) is the best choice for data storage on a Hadoop cluster. It provides excellent performance when combined with the Hadoop default data replication, also provides significant protection against data loss. The use of RAID with data disks is discouraged because it reduces performance and the amount data that can be stored. Request you to kindly remove the RAID level & Battery backed write cache required for HDD controller	No Change
				Do we have to consider 2 x Dual port 10bps Base -T Adpater or 2 x Dual 10Gbps Fiber SFP+ adapter	
LENOVO	Pg- 53, 8	ANNEXURE – B1 Technical & Functional Specifications – Server Hardware Specifications	NETWORKING - Each node should be proposed with 4x 10GbE connectivity for TOR connectivity.		Refer Corrigendum

LENOVO	Pg- 54, 13	ANNEXURE – B1 Technical & Functional Specifications – Server Hardware Specifications	CLUSTER MANAGEMENT - Cluster Management software should be provided with necessary licenses to efficiently manage and configure the entire Hadoop cluster.	Please clarify the Cluster Management Software required.	As above
LENOVO	Pg- 55, 2	ANNEXURE – B1 Technical & Functional Specifications – Switch Specifications	ARCHITECTURE - The switch should have at least 32 nos. of 100/1000/10000 Mbps Base T ports, minimum 8 1/10G SFP+ ports and at least 2 nos. of 40Gbps QSFP+ slots providing line rate connectivity	Please clarify the switch should be only with 32* 1/10Gbps ports of Base- T or SFP+ ports or a combination of 1/10/40Gbps SFP+ & QSFP+ ports respectively	Refer Corrigendum
LENOVO	Pg- 50, 3	ANNEXURE – B Bidder"s Eligibility Criteria	The applicant should be an authorized reseller/ system integrator of the OEM who is listed in the Leaders" quadrant in the Gartner Report for Modular Servers for supply of computer hardware / software / peripherals. - Suitable Document from the OEM to be provided.	Gartner has confirmed in March 2017 that the Modular Servers Magic Quadrant is now retired. Hence request you to kindly exclude the clause for Gartner Magic Quadrant (https://www.gartner.com/doc/3621348/gartner-retires-magic-quadrant-modular)	No Change
HITACHI	53	HDD	4 * 12 TB (SATA/SAS) in JBOD 2 OS disks (SSD) with 480 GB or more in RAID 1	You have asked for 4 * 12 TB HD . I think you have meant 12 * 4 TB HD as there is no 12 TB HD available.	Refer Corrigendum

HITACHI	53	Controller	RAID 0, RAID1, RAID (1+0), RAID5, RAID6 2GB battery backed write cache Separate array controller should be provisioned for OS disks.	Generally there is a single controller. And the SSD disk is only BOOT and Hadoop drivers. Request you to remove the clause " separate array controller.	No Change
HITACHI	53	NETWORKING	Each node should be proposed with 4x 10GbE connectivity for TOR connectivity.	You have asked for 4 * 10 G. Do you mean 2 * DUAL port 10 G Enet card or 1 * 4 port 10G Enet card. Pls specify.	Both configurations are allowed.
HITACHI	53	NETWORKING	Each node should be proposed with 4x 10GbE connectivity for TOR connectivity.	Kindly clarify on type of 10G ports- Copper or Fiber. Please confirm	Fiber
HITACHI	55	ARCHITECTURE	The switch should have at least 32 nos. of 100/1000/10000 Mbps Base T ports, minimum 8 1/10G SFP+ ports and at least 2 nos. of 40Gbps QSFP+ slots providing line rate connectivity	Kindly clarify on type of 10G ports- Copper or Fiber (Multimode or Single mode optics). Please confirm	All Fiber
HITACHI	53	NETWORKING	Each node should be proposed with 4x 10GbE connectivity for TOR connectivity.	Kindly clarify on connectivity of servers with switches	Refer Corrigendum
HITACHI	55	SWITCHING AND ROUTING	Switch should support dual IP stack i.e, IPV4 and IPV6 with required routing protocols.	We assume that by this you required Layer 3 enterprise routing protocols such as BGP, OSPF, VXLAN-bridging and routing to be supported on switches from day one. Please confirm	Yes

Wipro	1	4	1	The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document	The interested Bidders who agree to all the terms and conditions contained in this document, subject to deviations proposed , may submit their Bids with the information desired in this bidding document	No Change
Wipro	2	8	7	<p>amendments / clarifications, if any, issued by the Bank will be binding on the participating Bidders</p> <p>No request for change in commercial / legal terms and conditions, other than what has been mentioned in the RFP or any addenda / corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.</p>	<p>amendments / clarifications, if any, issued by the Bank will be binding on the participating Bidders, subject to deviations proposed by the Bidder</p> <p>No request for change in commercial / legal terms and conditions, other than what has been mentioned in the RFP or any addenda / corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained. Request deletion as the Bidder has proposed deviations to the RFP</p>	No Change
Wipro	3	10	ix	If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.	Request deletion	No Change

Wipro	4	14	14	The Bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their product for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and / or use the contents of submission as the basis for RFP	Request deletion as the proposal is Wipro's proprietary information and cannot be shared	No Change
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Wipro	5	19	21	<p>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</p>	<p>To be added: Any equipment supplied or services provided by Vendor shall be deemed to have been accepted by bank if bank puts such equipment, services to use in its business or does not communicate its disapproval of the same together with reasons for such disapproval within 10 days from the date of receipt of such equipment or delivery of the services.</p>	No Change
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Wipro	6	20	22	The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following: (a) Method of shipment or packing; (b) Place of delivery; (c) Quantities to be supplied subject to 25% above or below the originally declared quantities.	The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following: (a) Method of shipment or packing; (b) Place of delivery; (c) Quantities to be supplied subject to 25% 10 % above or below the originally declared quantities. Wipro agrees to provide the increased quantity at the same terms and conditions. However additional prices shall be charged for the goods supplied over the contracted quantity.	No Change
Wipro	7	21	26	The PBG is required to protect the interest of the Bank against the risk of non-performance of the successful Bidder in respect of successful implementation of the project which may warrant invoking of PBG, also if any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG	The PBG is required to protect the interest of the Bank against the risk of non-performance of the successful Bidder in respect of successful implementation of the project which may warrant invoking of PBG, also if any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG	No Change

Wipro	8	23	28 ix	<p>In addition to the penalty on delayed supplies, Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation, whatsoever</p>	<p>In addition to the penalty on delayed supplies, Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation, whatsoever with 30 days written notice to cure the default. In the event of termination Customer shall pay Wipro for goods delivered and services rendered till the date of termination.</p> <p>The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination, the goods shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(a) To have any portion completed and delivered at the Contract terms and prices ; or</p> <p>(b) To cancel the remainder and pay to the Supplier an agreed amount as per the Terms & conditions of the contract for partially completed Goods and for materials and parts previously procured or services</p>	No Change
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Wipro	9	24,25	29 viii, xi, xii	<p>Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract</p> <p>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.</p> <p>The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S</p>	<p>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 and upon full and final payment.</p> <p>The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S</p>	No Change
Wipro	10	26	30 iii	<p>In case of failure of product (hardware, system software or any of its components), the Bidder shall ensure that product is made operational to the full satisfaction of the Bank within the given timelines.</p>	<p>In case of failure of product (hardware, system software or any of its components), the Bidder shall ensure that product is made operational to the full satisfaction of the Bank within the given timelines.</p>	No Change
Wipro	11	27	33	<p>The Bank reserves the right to verify any or all of the statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity / capabilities to perform the job.</p>	<p>With prior notice to the Bidder, The Bank reserves the right to verify any or all of the statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity / capabilities to perform the job.</p>	No Change

Wipro	12	28	34 ii	Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.	Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP. In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate."	No Change
Wipro	13	29	35 e	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 "	In the event of the Software Solution failing to pass the acceptance test, as per the specifications given, a period not exceeding four 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. Any equipment supplied or services provided by Vendor shall be deemed to have been accepted by bank if bank puts such equipment, services to use in its business or does not communicate its disapproval of the same together with reasons for such disapproval within 10 days from the date of receipt of such equipment or delivery of the services." Factor the cost of inspection .	No Change

Wipro	14	30	36	The Selected bidder has to get itself annually audited by 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 software) and Services etc, provided to the Bank and the finally selected bidder is required to submit such certification by such Auditors to the Bank.	The Selected bidder has to get itself annually audited by 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 software) and Services etc, provided to the Bank and the finally selected bidder is required to submit such certification by such Auditors to the Bank. Provided that the external auditor is not a competitor of the selected bidder. Notice of 30 days has to be given to the bank before right to audit is exercised.	No Change
Wipro	15	30	36	The vendor 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 vendor 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. Internal cost records shall be outside the purview of such audits. Further, except in cases of statutory and regulatory audits, Bank may not exercise right to audit more than twice in a calendar year.	No Change

Wipro	16	30	37	<p>i. As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.</p> <p>ii. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations</p>	<p>i. As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. However, such consent shall not be unreasonably withheld.</p> <p>ii. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided by the Vendor to the Bank regardless of which entity is conducting the operations</p>	No Change
Wipro	17	31	38	<p>i. The insurance shall be for an amount equal to 110 percent of the value of the Products from “Warehouse to final destination” on “All Risks” basis, valid for a period of one month after delivery of products at the defined destination. ii. Should any loss or damage occur, the Vendor shall:</p> <p>a) initiate and pursue claim till settlement and</p> <p>b) Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters</p>	<p>i. The insurance shall be for an amount equal to 110 100 percent of the value of the Products from “Warehouse to final destination” on “All Risks” basis, valid for a period of one- till month after delivery of products at the defined destination. ii. Should any loss or damage occur, the Vendor shall:</p> <p>a) initiate and pursue claim till settlement and</p> <p>b) Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters</p>	No Change

Wipro	18	39	39	The Bank reserves the right to terminate the Agreement as per the terms of RFP	The Bank Either Party reserves the right to terminate the Agreement as per the terms of RFP	No Change
Wipro	19	31	40	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.	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 annual contract value total Cost of the Project . Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon. 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	No Change

Wipro	20	32	40	<p>The limitations set forth herein shall not apply with respect to:</p> <p>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.</p>	<p>The limitations set forth herein shall not apply with respect to:</p> <p>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 and the Service Provider was contractually obliged to act upon it.</p>	No Change
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Wipro	21	33	42	<p>i. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed in part II of this document.</p> <p>ii. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.</p> <p>iii. Any delay in performing the obligation/ defect in performance by the supplier may result in imposition of penalty, liquidated damages, invocation of</p>	<p>ii. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract, provided such extension shall not be unreasonably withheld</p> <p>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, provided that the selected bidder is first given a 30 days written notice to remedy the delay.</p>	No Change
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Wipro	22	33	43	<p>The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract</p> <p>The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.</p> <p>The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence</p> <p><u>Vendor shall provide necessary training from the OEM</u> to the designated SBI officials on the configuration, operation / functionalities, maintenance, support & administration for Software Solution, installation, troubleshooting processes of the proposed solution.</p>	<p>The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using industrial standard state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract</p> <p>The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by applicable directives issued by the Bank from time to time and complete implementation activities.</p> <p>The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is solely the Vendor's gross negligence</p> <p>Vendor shall strive to provide necessary training from the OEM to the designated SBI officials on the configuration, operation / functionalities, maintenance, support & administration for Software Solution, installation, troubleshooting processes of the proposed solution.</p>	No Change
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Wipro	23	34	45	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	<p>To be added:</p> <p>(a) Vendor shall not have any liability to Bank under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by Bank where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by Bank; (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a Deliverable by anyone other than Vendor where the unmodified version of the Deliverable would not have been infringing. Vendor will completely satisfy its obligations hereunder if, after receiving notice of a claim, Vendor obtains for Bank the right to continue using such Deliverables as provided without infringement, or replace or modify such Deliverables so that they become non-infringing.</p>	No Change
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Wipro	24	36	47	<p>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.</p>	<p>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.</p>	No Change
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Wipro	25	37	48	<p>ii. Without prejudice to the rights of the Bank under Clause 44(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI / RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices, as the case may be</p>	<p>ii. Without prejudice to the rights of the Bank under Clause 44(i) hereinabove, if a Bidder is found by a court of competent jurisdiction the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI / RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices, as the case may be.</p>	No Change
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Wipro	26	39	49	<p>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:</p> <p>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</p> <p>b. If the vendor fails to perform any other obligation(s) under the contract; or</p> <p>c. Laxity in adherence to standards laid down by the Bank; or</p> <p>d. Discrepancies/deviations in the agreed processes and/or products; or</p> <p>e. Violations of terms and conditions stipulated in this RFP.</p> <p>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</p>	<p>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 provided that the Bidder failed to cure the breach within 30 days::</p> <p>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</p> <p>b. If the vendor fails to perform any other material obligation(s) under the contract; or</p> <p>c. Laxity in adherence to standards laid down by the Bank; or</p> <p>d. Discrepancies/deviations in the agreed processes and/or products; or</p> <p>e. Violations of terms and conditions stipulated in this RFP, subject to deviations proposed</p> <p>In the event of termination Customer shall pay Wipro for goods delivered and services rendered till the date of termination.</p> <p>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</p>	No Change
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Wipro	27	40	52	<p>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.</p>	<p>The Bank, Either party 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.</p> <p>In the event of termination by customer, the Bidder shall be paid for the:</p> <ol style="list-style-type: none"> 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 5. unrecovered investments shall be paid by customer as per termination schedule till the date of termination. 	No Change
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Wipro	28	41	56	b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as Service tax, VAT/ Sales tax, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet	b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as Service tax, VAT/ Sales tax, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet. However ,Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Customer.	No Change
Wipro	29	43	58	If after delivery, acceptance and installation and within the warranty period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank"s operation	If after delivery, acceptance and installation and within the warranty period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank"s operation, provided that the defective product is returned to the Service Provider once replaced and the Bank does not charge any penalties for any delays attributable to the defect	No Change
Wipro	30	45	13	15% of the Total cost of contract for the entire period of contract plus claim period of 3 months.	15% 10 % of the Total cost of contract for the entire period of contract plus claim period of 3 months.	No Change

Wipro	31		17	i) 90% on delivery and successful installation, commissioning, testing etc ii) the remaining 10% on furnishing the PBG for 15% of the Bid value. Note : No BG for 10% retention money. Rest all the terms would remain unchanged.	i) 90% 85 % on delivery and 5 % on successful installation, commissioning, testing etc ii) the remaining 10% on furnishing the PBG for 15% 10 % of the Bid value. Note : No BG for 10% retention money. Rest all the terms would remain unchanged.	No Change
Wipro	32	45	19	A sum equivalent to 0.5 or 1 % 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.	A sum equivalent to 0.5 or 1 % 0.25 % per week or part thereof of Contract Price subject to maximum deduction of 10% 3 % of the Contract Price for delay of each week or part thereof corresponding to undelivered quantity	No Change
Wipro	33	45	20	15% of the total contract value	Pls clarify what is meant by transition penalty. Penalty of 15% is not acceptable.	No Change

Wipro	34	47	Annexure A	<p>We shall abide by the terms and conditions spelt out in the RFP</p> <p>We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as per sample available at Annexure-M of this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.</p> <p>5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.</p>	<p>We shall abide by the terms and conditions spelt out in the RFP, subject to deviations proposed</p> <p>We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as per sample available at Annexure-M of this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us, subject to deviations proposed by us.</p> <p>5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us, subject to deviations proposed by us.</p>	No Change
Wipro	35			<p>If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract</p> <p>We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document</p>	<p>If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible to the extent of services/deliverables contracted to provide for the due performance of the contract</p> <p>We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document, subject to deviations proposed</p>	No Change

Wipro	36	56	Annexure C	We confirm that we comply with all the specifications mentioned above & the terms & conditions mentioned in the RFP Document are acceptable to us	We confirm that we comply with all the specifications mentioned above & the terms & conditions mentioned in the RFP Document are acceptable to us, subject to deviations proposed	No Change
Wipro	37	65	Annexure I	This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein. Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days Unless a claim or suit or action is filed against us within six months	This guarantee shall remain in force upto 30 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein. Our liability under this presents will terminate unless these presents are renewed as provided herein upto 30 180 days Unless a claim or suit or action is filed against us within one six months	No Change

Wipro	38	68	Annexure J	<p>This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.</p> <p>(vi) This Guarantee shall remain in full force and effect for a period of ___ years from the date of the issuance i.e. up to _____. Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.</p>	<p>This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.</p> <p>(vi) This Guarantee shall remain in full force and effect for a period of ___ years from the date of the issuance i.e. up to _____. Unless a claim under this Guarantee is made against us within one three (13) months from that date i.e. on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.</p>	No Change
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Wipro	39	73	ANNEXURE L	Delivery of all equipment should be within 4 weeks from date of placing of order. In the event of the any or all equipment(s) not being delivered, installed, tested and commissioned within a period of 6 weeks from date of Purchase Order, a penalty of one (1) percent of the total cost of equipments for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total cost of equipments will be charged to vendor. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.	Delivery of all equipment should be within 4 weeks from date of placing of order. In the event of the any or all equipment(s) not being delivered, installed, tested and commissioned within a period of 6 weeks from date of Purchase Order, a penalty of one (1) percent 0.25 % of the total cost of equipments for each week or part thereof the delay, subject to maximum amount of ten (10) 3 % percent of the total cost of equipments will be charged to vendor corresponding to undelivered quantity . This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.	Refer Corrigendum
Wipro	40	74	g	Penalties for SLA uptime shall be as under; S. No. Uptime Range Penalty 1. 99.98% to 99.99 10% 2. 99.00% to 99.98% 15% 3. <99%	The penalties to be capped to a maximum of 3 % of the corresponding PO value .	No Change

Wipro	41	84		<p>This Agreement shall be in force for a period of _____ year(s), unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.</p> <p>2.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of _____ years on the same terms and conditions</p>	<p>This Agreement shall be in force for a period of _____ year(s), unless terminated by either Party the Bank by notice in writing in accordance with the termination clauses of this Agreement.</p> <p>2.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of _____ years on mutually accepted the same terms and conditions</p>	No Change
Wipro	42			<p>The obligations set out in this Article shall continue even after the termination/ expiry of this Agreement. Confidentiality obligations of the Service Provider in respect of any customer data/ details of the Bank shall be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement</p>	<p>The obligations set out in this Article shall continue even after the termination/ expiry of this Agreement for a period of one year.</p> <p>Confidentiality obligations of the Service Provider in respect of any customer data/ details of the Bank shall be absolute, unconditional and without any time limit, irrespective of the survive expiry/ termination of the Agreement for a period of one year</p>	No Change
Wipro	43			<p>The Service Provider agrees to obtain prior approval/consent of the Bank of the use of subcontractors by the Service Provider for any part of the Services</p>	<p>The Service Provider agrees to obtain prior approval/consent of the Bank of the use of subcontractors by the Service Provider for any part of the Services, provided that the Bank shall not unreasonably withhold its consent</p>	No Change

Wipro	44			Any unexcused delay by the Service Provider in the performance of its Contract obligations shall render the Service Provider liable to Termination of the Contract for default	Any unexcused delay by the Service Provider in the performance of its Contract obligations shall render the Service Provider liable to Termination of the Contract for default, provided the Service Provider was given 30 days to cure the delay	No Change
Wipro	45			The Service Provider shall be liable to pay penalty at the rate mentioned below in respect of any delay beyond the permitted period in providing the Services	The Service Provider shall be liable to pay penalty at the rate mentioned below in respect of any delay beyond the permitted period in providing the Services, provided the total aggregate penalty shall not exceed a maximum of 3% of the contract value for the delayed services/deliverables	No Change
Wipro	46			Right to Audit	To be added: Provided that the external auditor is not a competitor of the selected bidder. Notice of 30 days has to be given to the bank before right to audit is exercised. Any audit shall exclude internal cost records of the Service provider and shall not be exercised more than twice an year	No Change

Wipro	47		General Indemnity	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 on account of any deficiency in Services rendered by Service Provider 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 Service Provider.	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 on account of any deficiency in Services rendered by Service Provider 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 Service Provider.	No Change
Wipro	48			Service Provider further undertakes to promptly notify the bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief	Service Provider further undertakes to promptly notify the bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief	No Change

Wipro	49			The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, deliberate or otherwise	The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, deliberate or otherwise	No Change
Wipro	50			Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service provider.	Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons solely attributable to the Service provider.	No Change

Wipro	51			<p>The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of software or any other product under this Agreement,</p>	<p>The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all third party claims of infringement of trade mark, patent, copyright, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of software or any other product attributable to the Service Provider under this Agreement. (a) Service Provider shall not have any liability to Bank under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by Bank where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by Bank (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a Deliverable by anyone other than</p>	No Change
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Wipro	52		Termination	<p>The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days sent to the Service Provider, terminate the Agreement in whole or in part:</p> <p>(a) if the Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;</p> <p>(b) if the Service Provider fails to perform any other obligation(s) under the Agreement;</p> <p>(c) Violations of any terms and conditions stipulated in the RFP;</p> <p>(d) on the happening of any termination event mentioned herein above in this Agreement</p>	<p>To be added: Notwithstanding anything contained anywhere in this Agreement, In any event of termination by the Bank, the Service Provider shall be paid for all services/deliverables rendered until the effective date of termination. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days sent to the Service Provider, terminate the Agreement in whole or in part provided that the Service Provider was given 30 days to cure the default:</p> <p>(a) if the Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;</p> <p>(b) if the Service Provider fails to perform any other material obligation(s) under the Agreement;</p> <p>(c) Violations of any terms and conditions stipulated in the RFP;</p> <p>(d) on the happening of any termination event mentioned herein above in this Agreement</p>	No Change
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Wipro	53			<p>The Bank, by written notice of not less than 90 (ninety) days sent to the Service Provider, may terminate the Agreement, 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 Service Provider under the Agreement is terminated, and the date upon which such termination becomes effective</p>	<p>Either party The Bank, by written notice of not less than 90 (ninety) days sent to the Other Party Service Provider, may terminate the Agreement, 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 Service Provider under the Agreement is terminated, and the date upon which such termination becomes effective.</p>	No Change
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Wipro	54			<p>The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:</p> <p>If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by Service Provider as envisaged under this agreement.</p> <p>If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its customers</p> <p>If any officer/ employee/ director of Service Provider or their relatives as defined in section 2(77) of the Companies Act, 2013 becomes a director of the Bank.</p>	<p>The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:</p> <p>If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by Service Provider as envisaged under this agreement.</p> <p>If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its customers</p> <p>If any officer/ employee/ director of Service Provider or their relatives as defined in section 2(77) of the Companies Act, 2013 becomes a director of the Bank.</p>	No Change
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Wipro	55			<p>In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, it may procure, upon such terms and in such manner as it deems appropriate, products and services similar to those undelivered, and the Service Provider shall be liable to the Bank for any increase in cost for such similar products and/or services. However, Service Provider shall continue performance of the Agreement to the extent not terminated</p> <p>In the event of termination of the Agreement for material breach by Service Provider, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank"s Association</p>	<p>In the event the Bank terminates the Agreement in whole or in part for the breaches solely attributable to Service Provider, it may procure, upon such terms and in such manner as it deems appropriate, products and services similar to those undelivered, and the Service Provider shall be liable to the Bank for any increase in cost for such similar products and/or services, subject to a maximum of 3% of the amount that was paid/payable to the Service Provider for the defaulted services. However, Service Provider shall continue performance of the Agreement to the extent not terminated.</p> <p>In the event of termination of the Agreement for material breach by Service Provider, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank"s Association</p>	No Change
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Wipro	56			In the event of termination of the Agreement or on the expiry of the term/ renewed term of this Agreement, the Service Provider shall render all reasonable assistance and help to the Bank and any new contractor engaged by the Bank for the smooth switch over and continuity of the Services or if so required by the Bank take all necessary steps to bring the Services to a close in a prompt and orderly manner	In the event of termination of the Agreement or on the expiry of the term/ renewed term of this Agreement, the Service Provider shall render all reasonable assistance and help to the Bank and any new contractor engaged by the Bank for the smooth switch over and continuity of the Services or if so required by the Bank take all necessary steps to bring the Services to a close in a prompt and orderly manner, provided those services are part of the mutually agreed scope and does not exceed 60 days.	No Change
Wipro	57			Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except: (a) such rights and obligations as may have accrued on the date of termination or expiration; (b) the obligation of confidentiality and indemnity; and (c) any right which a Party may have under the Application Law	Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except: (a) such rights and obligations as may have accrued on the date of termination or expiration; (b) the obligation of confidentiality and indemnity which shall survive for a period of one year ; and (c) any right which a Party may have under the Application Law	No Change

Wipro	58	103	17	<p>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.</p>	<p>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 annual contract value total Cost of the Project. Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon. 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</p>	No Change
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Wipro	59			<p>The limitations set forth herein shall not apply with respect to:</p> <p>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.</p>	<p>The limitations set forth herein shall not apply with respect to:</p> <p>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 and the Service Provider was contractually obliged to act upon it.</p>	No Change
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Wipro	60	104	18	<p>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 as provided in Part-II, (Schedule of Events, SI No 20) on</p>	<p>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 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</p>	No Change
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Wipro	61	106	Arbitration	Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.	Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement, unless the nature of the dispute is such that the Parties cannot continue to perform their obligations under the Agreement	No Change
Wipro	62	109	Misc	The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby	The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby, provided such actions/documents are part of the	No Change
Wipro	63			The Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement	Neither party The Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the other Party Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement	No Change

Wipro	64			The Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.	The Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association, subject to the Service Provider's consent.	No Change
Wipro	65	113	Annexure N	<p>All obligations created by this Agreement shall survive change or termination of the parties' business relationship</p> <p>Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.</p> <p>a. Suspension of access privileges b. Change of personnel assigned to the job c. Financial liability for actual, consequential or incidental damages d. Termination of contract</p>	<p>All obligations created by this Agreement shall survive change or termination of the parties' business relationship for a period of two years</p> <p>Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.</p> <p>a. Suspension of access privileges b. Change of personnel assigned to the job c. Financial liability for actual, consequential or incidental damages d. Termination of contract</p>	No Change
Wipro	66		Risk and Title	Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	No Change

Wipro	67		Deemed Acceptance	Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Customer.	No Change
Wipro	68		Saving Clause	Clause not present in RFP	Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro performance is effected , delayed or causes non-performance due to Customer's omissions or actions	No Change

Wipro	69		SNR	Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer	No Change
Wipro	70		Bidders right to terminate	Clause not present in RFP	The bidder shall have the right to terminate the contract in the event any undisputed amount remains unpaid for a period exceeding 15 days	No Change

Wipro	71		Pass through Warranties	Clause not present in RFP	Since Bidder is acting as a reseller of third products, Bidder shall “pass-through” any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer’s or licensor’s warranties and indemnities. Further, it is clarified that Bidder shall not provide any additional warranties and indemnities with respect such products.	No Change
Wipro	72		Intellectual Protection	Clause not present in RFP	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.	No Change
Wipro	73	53	1	No of SERVERS - 30 nos for locations Rabale and Hyderabad	Please specify the no. of servers required at each location	Refer above

Wipro	74	53	6	HDD - 4 * 12 TB (SATA/SAS) in JBOD 2 OS disks (SSD) with 480 GB or more in RAID 1	Please clarify, the size of SAS/SATA disk required, since max. capacity of NL-SAS/SATA is 10 TB. Since the server chassis can accommodate all the disk within the disk bays, hence JBOD is not required. Request you to kindly amend the clause without a JBOD	Refer above
Wipro	75	53	7	Controller- RAID 0, RAID1, RAID (1+0), RAID5, RAID6 2GB battery backed write cache. Separate array controller should be provisioned for OS disks.	For the HDD controller in DATA nodes, Just a Bunch of Disks (JBOD) is the best choice for data storage on a Hadoop cluster. It provides excellent performance when combined with the Hadoop default data replication, also provides significant protection against data loss. The use of RAID with data disks is discouraged because it reduces performance and the amount data that can be stored. Request you to kindly remove the RAID level & Battery backed write cache required for HDD controller	Refer above
Wipro	76	53	8	NETWORKING - Each node should be proposed with 4x 10GbE connectivity for TOR connectivity.	Do we have to consider 2 x Dual port 10bps Base -T Adpater or 2 x Dual 10Gbps Fiber SFP+ adapter	Refer above
Wipro	77	54	13	CLUSTER MANAGEMENT - Cluster Management software should be provided with necessary licenses to efficiently manage and configure the entire Hadoop cluster.	Please clarify the Cluster Mangement Software required.	Refer above

Wipro	78	55	2	ARCHITECTURE - The switch should have at least 32 nos. of 100/1000/10000 Mbps Base T ports, minimum 8 1/10G SFP+ ports and at least 2 nos. of 40Gbps QSFP+ slots providing line rate connectivity	Please clarify the switch should be only with 32* 1/10Gbps ports of Base-T or SFP+ ports or a combination of 1/10/40Gbps SFP+ & QSFP+ ports respectively	Refer above
Wipro	79	50	3	The applicant should be an authorized reseller/ system integrator of the OEM who is listed in the Leaders" quadrant in the Gartner Report for Modular Servers for supply of computer hardware / software / peripherals. - Suitable Document from the OEM to be provided.	Gartner has confirmed in March 2017 that the Modular Servers Magic Quadrant is now retired. Hence request you to kindly exclude the clause for Gartner Magic Quadrant (https://www.gartner.com/doc/3621348/gartner-retires-magic-quadrant-modular)	No Change