

S.No	RFP Page	RFP Clause No.	Existing Clause	Query/Suggestions	SBI Answer
1	52	Part 1: Enterprise Architecture (EA) Tool	7. Ability to consume data from various sources and repositories for architecture, portfolio, database etc.	How many system integrations will be required for data consumption from various sources?	From an architecture repository perspective, 5 to 7-iterations may be assumed for estimating the ballpark-effort. More details will be provided to the successful bidder and this number may change.
2	52	Part 1: Enterprise Architecture (EA) Tool	7. Ability to consume data from various sources and repositories for architecture, portfolio, database etc.	What are these systems?	As stated in the RFP - "Application Portfolio Management tool, Project Management Tools, IT Asset/ Portfolio Management tool and/or CMDB"
3	52	Part 1: Enterprise Architecture (EA) Tool	7. Ability to consume data from various sources and repositories for architecture, portfolio, database etc.	What integration modes (through APIs, Web Services, Flat File, Excel File & etc.) are available?	The modes of integration (not limited to) for Application Portfolio Management tool, Project Portfolio Management tool, IT Asset/ Portfolio Management tool and CMDB tool/repository are: Web Services/ API, File Based Integration and Import. The bidder may propose additional integration modes as supported by the proposed EA tool. This is also dependant on the integration options available in the EA tool. Bidder may propose those options.
4	55	Framework and Standards	66.Fully supports industry-standard notations, standard modelling languages, methods, and techniques such as the Archimate 3.0 notation, Business Process Modelling Notation 2.0 (BPMN 2.0), Business Motivation Model (BMM), Data flow diagrams (DFD), Unified Modelling Language (UML) and the Entity Relationship Diagram (ERD); and other related frameworks.	Does this project scope include modelling/designing of Business Processes using BPMN 2.0 notation?	Modelling from the EA Practice Setup perspective. Specific Business Process for 1 business function/ area, such as Treasury
5	52	Framework and Standards	66.Fully supports industry-standard notations, standard modelling languages, methods, and techniques such as the Archimate 3.0 notation, Business Process Modelling Notation 2.0 (BPMN 2.0), Business Motivation Model (BMM), Data flow diagrams (DFD), Unified Modelling Language (UML) and the Entity Relationship Diagram (ERD); and other related frameworks.	Does this project scope include modelling/designing of Enterprise Architecture using Archimate notation?	Modelling from the EA Practice Setup perspective. Specific Business Process for 1 business function/ area, such as Treasury. Flexibility would be required.
6	57	Infrastructure	Support for integration with the Bank's systems for - Demand and Project Management, Governance, Risk and Compliance, IT Service Management, IT Asset Management, Privileged Identity Management, AD/ Single Sign-On, Data Governance and other strategic planning systems	Can you provide us the names of these systems, what interfaces are available for us to connect . Do they support web services? Is integration part of the scope of this project?	This is also dependant on the integration options available in the EA tool. Bidder may propose those options.
7	54	Presentation and Usability 39	39. Ability to import models/ information directly from existing tools such as Ms Visio, Archimate, Bonita, Erwin etc.	Is this import a recurring import where new information/models in existing tools (Ms Visio, Archimate, Bonita and Erwin) need to be imported based on defined schedule? Or is this one time import which done in the beginning of the project?	Mostly one time import but it may depend on the business function to be taken for EA implementation
8	54	Presentation and Usability 39	51. Ability to import models/ information directly from existing tools such as Ms Visio, Archimate, Bonita, Erwin etc.	What is volume of Archimate, Bonita and Erwin files to be imported to new EA solution?	Considering the size of SBI landscape, it is not possible to estimate this at present. Here we are stating that the tool should have such ability
9	54	Presentation and Usability 39	51. Ability to import models/ information directly from existing tools such as Ms Visio, Archimate, Bonita, Erwin etc.	For Bonita and Erwin, what information will be imported? And what are their file format?	Bonita - Business Process Erwin - Entity Models The file formats as supported by Bonita and Erwin
10	56	Administration - 59	59.Solution should work with Bank's SSO for authentication and provide out of the box user profiles for different domain users (IT Architects, Information Architects, Portfolio managers etc.) with a user interface for each profile based on their needs	What is SSO technology used in SBI? Windows AD, Custom developed Identity Management solution, or other?	Windows AD

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11	57	Part 2: Enterprise Architecture Lifecycle Management (EALM) Portal		EALM requirements state that it should have: access to all EA information, configurable workflows, role based access through SSO, feature that helps gathering Data elements, capability to populate/model/link data flow diagrams and etc. All these requirements can be met with our EA Solution. Thus, we would like to check whether SBI is open to use EA solution to address these requirements instead of developing EALM from scratch?	The bidder may propose the tool(s) which can provide for the stated requirement of both the EA tool and EALM portal. However EALM portal is envisioned to host all activities of the SBI Enterprise & Technology Architecture team which may go beyond typical EA activities like Center Of Excellence - activities/knowledgebase, Guidance/INFORMATION on various efforts undergoing under E&TA , Dashboard that shows the operational activities of E&TA status/progress etc hence the EALM portal may not be avoidable in our view.
12	58	Part 2: Enterprise Architecture Lifecycle Management (EALM) Portal	2.It should be a web-based solution, based on responsive web design, which is accessible to all the IT staff of the Bank. Depending on the need the access to the solution may be extended to non-IT staff in the Bank	How many people are expected to access EALM solution concurrently?	Approximately 100 to start with.
13	57	Part 2: Enterprise Architecture Lifecycle Management (EALM) Portal		In Annexure E, SOW for EALM Development it was mentioned that existing information needs to be imported to EALM. Can you please provide details of information (information type, format and volume) that needs to be imported?	The integration and migration requirements will be same as that for EA Tool, considering the Bank envisions EALM portal to be the entry point.
14	42	Part II - Schedule of Events	Milestone-1: 40% on successful installation. Milestone-2: 30% after successful implementation, configuration, testing and go live. Milestone-3: 15% after training. 15% will be retained until the validity period of the contract. This can be released against PBG with Milestone-3 accomplishment. ATS/AMC shall be paid quarterly in arrears.	We are providing off the shelf solution to meet the requirements of this proposal and some services on top of that. As the right of usage of software is transferred upon agreement for packaged software. Can we propose the payment milestones in two parts Software Licenses: 100% Upon Signing Other Services: 40% on Installation and Setup and submission of PBG. 30% after training to SBI staff. 30% after successful implementation, configuration, testing and go live.	As per RFP
15	42	Part II - Schedule of Events	Milestone-1: 40% on successful installation. Milestone-2: 30% after successful implementation, configuration, testing and go live. Milestone-3: 15% after training. 15% will be retained until the validity period of the contract. This can be released against PBG with Milestone-3 accomplishment. ATS/AMC shall be paid quarterly in arrears.	15% will be retained until the validity period of the contract. This can be released against PBG with Milestone-3 accomplishment. If this is retained for the entire PBG duration means there is no specific milestone. Can the 15% be delinked to PBG and have a milestone linked to project such as UAT sign off	As per RFP
16	42	Performance Guarantee	15 % of the order value	Since we will be providing off the shelf licenses for software which will be delivered, installed and accepted. Can we provide PBG for only services?	As per RFP
17	42	Performance Guarantee	15 % of the order value	Earlier RFP stated that PBG is 10%, We propose this to be 10% in this new RFP	As per RFP
18	42	Performance Guarantee	15 % of the order value	We would like to clarify the duration of PBG. Will it be end of project and warranty period and will be returned once AMC starts	As per RFP
19	64	EA Tool Implementation	The bidder must provide at least 5 days training, at Bank's premises, for total 50 officials in three batches and it must be included in the cost.	Three batches - Does this mean 15 mandays of training effort	Yes
20	64	EA Tool Implementation	VI-The bidder must create the EA artifacts for all the architecture domains (including but not limited to business, data, application and technology) for 1 business function/ area, such as Treasury, for approximately 2 to 3 months based on the inputs and artifacts provided by the Bank.	Will the selection of business function/area and scope of artifacts population be defined and agreed by both parties during the analysis phase of the project? What will be the criteria from SBI perspective to select the business function/area? Can we propose some criteria for this selection?	The bidder may propose the business function/ area along with the timelines to achieve it.

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21	48	Bidder's Eligibility Criteria	1. OEM should have experience of minimum 3 years in supplying EA tools. 2. Bidder should have experience of minimum 2 years in implementation of EA tools. Minimum two implementations and client references of the product are required.	Can we have relaxation in bidder with just Development experience and relaxation in Bidder should have minimum 2 years of EA tool implementation experience criteria	As per RFP
22	64	EA Tool Implementation	VII-The bidder must ensure support for integration/ migration of existing data to the tool.	Can you please provide us a list of existing sources / formats of data to be migrated to the EA Tool? We also would need samples to provide a precise assessment on the migration scope. Do you expect the EA tool to provide information to other systems?	1. Details will be provided to the successful bidder 2. Yes, bidder may propose this.
23	65	EALM Portal Development	VII-The bidder must provide at least 5 days training, at Bank's premises, for total 50 officials in three batches and it must be included in the cost.	Is SBI expecting for the 50 officials to attend the same training sessions, or will these officials be part of different user groups with different needs/use cases on the EALM Portal? What will be the scope of engagement on the various EALM capabilities for these 50 officials?	The 50 officials may be from different depts. And as stated in the RFP they may attend the training in batches. Their involvement on the EA domains will be arrived at based on their work areas.
24	64	EALM Portal Development	VIII-The bidder must ensure support for integration/ migration of existing data to the EALM Portal.	Can you please provide us a list of existing sources / formats of data to be migrated to the EALM Portal? We also would need samples to provide a precise assessment on the migration scope. Do you expect the EALM Portal to provide information to other systems?	1. Details will be provided to the successful bidder 2. Yes, bidder may propose this.
25	65	ANNEXURE O and F	ANNEXURE-O : "Comprehensive warranty/ AMC: The warranty / AMC would be comprehensive in nature and back to back support from the OEM. The bidder will warrant the product(s) against defects arising out of faulty design, materials and media workmanship etc. for a period of five years from the date of acceptance of the product(s). The bidder will provide support for other preinstalled software components during the warranty period of the product(s)." ANNEXURE-F : "Comprehensive warranty for the EA Tool and EALM Portal mentioned above for 1 year from the go live date must be inclusive in the cost".	the Annexure F mentions 1 year from the go live date and the Annexure O mentions five years from the date of acceptance of the product. Can you please give us clarifications about the warranty ?	Comprehensive warranty for the EA Tool mentioned above shall be for 1 year from the date of delivery. Comprehensive warranty for the EALM Portal mentioned above shall be for 1 year from the go live date.
26	25	article 31 "Purchase Price"	v. Terms of payment are given in Part-II of this RFP document.	The payment terms are not mentioned in the RFP. Can you please indicate the payment terms of the invoice ?	Details given in the RFP document.
27	29	article 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.	Bidder wishes that the RFP specify in the article 36 that "the conditions and limitations as set out in this clause shall supplement any other provision in this document". Indeed, the provisions regarding the liability is spread in the RFP and we want that the article 36 is the only article to set out the liability conditions.	As per RFP
28	31	Article 41 "Patent Rights/ Intellectual Property Rights"	The Bidder 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.	Bidder wishes to specify in the article 41 "Patent Rights/ Intellectual Property Rights" that "Bidder will indemnify the Bank as provided in this section, only if the Bidder shall have sole control and authority with respect to the defense, settlement, or compromise thereof, provided that Bank's reasonable consent to any such settlement or compromise shall be required unless it includes a full release for all the Bank indemnified parties." Indeed, in the event of any third party claims regarding intellectual property rights, Bidder shall have the sole control and authority on the procedures because it is our own intellectual property.	As per RFP

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29	101	Article 12" Future additions of Hardware / Software" and 13 of the ANNEXURE-O and article 3 "Terms and Conditions"		Bidder wishes that articles 12 and 13 of Annexure-O as well as article 3 "Terms and Conditions" be deleted or modified as it is not in accordance with the intellectual property right granted to the Bank. Indeed, Bidder grants a right to use the software and a right to use and modify the elements performed in the context of the agreement, but they remain Bidder's property, as the amount of configuration expected is minor.	As per RFP
30				We request the bank to consider the same DD, EMD, and Pre-Contract Integrity Pact (Annexure N) as were prepared for the original RFP for EA Tools issued in September. We shall also submit a covering letter mentioning the revised RFP Reference # and Release Date.	NO
31	42	Part II clause 17	Milestone-1: 40% on successful installation. Milestone-2: 30% after successful implementation, configuration, testing and go live. Milestone-3: 15% after training. 15% will be retained until the validity period of the contract. This can be released against PBG with Milestone-3 accomplishment. ATS/AMC shall be paid quarterly in arrears.	Suggest Payment terms to be License : 100% Payment for Software license on delivery Implementation milestone based as follows: 40% on Installation and Setup 30% after successful implementation, configuration, testing and go live. 30% after training to SBI staff. ATS/AMC shall be paid quarterly in arrears.	As per RFP
32	51	Annexure B1: Technical & Functional Specifications;	All points under 'Tool Eligibility Criteria'.	Request bank to consider Bidder / OEM self declaration	As per RFP
33	100	Penalties	General	Kindly cap overall penalties at 10% of contract value instead of 20%.	As per RFP
34	13	Period of validity	Bids shall remain valid for 180 days from the date of reverse auction.	A Bid to be valid for 180 days from date of submission	As per RFP
35	42	Performance Bank Guarantee	15% of the order value	PBG - 10% of License + Implementation + EALM portal development and deployment valid til end of warranty	As per RFP
36	-	Annexure E	Project Period	Will the overall contract period be 5 Years? Will this 5 years include 3-6 months of implementation + 1 year warranty + remaining month AMC? If yes, than the AMC will only be for 3.5 yrs	Details are clearly given in the RFP
37	66	Annexure F	-	Can the vendor quote a value for the EALM portal?	As per RFP
38		General	General	Kindly consider MSA signed between bidder and SBI for legal terms of RFP	As per RFP
39	25	28		IS Security Policy - can we get more details on the IS Security policy? We need to be compliant to SBI IS security policy, and therefore need more details to ensure we can meet this criteria.	Details will be provided to the successful bidder
40	56	Technical Characteristics - 89		Solution should be accessible through the browser (versions as per Bank's Policy) with full modelling capabilities - Do all modelling capabilities need to be browser based?	Bidder may propose this based on the features available in the EA tool. The Bank is open for options
41	64	EALM Portal Development		The requirement specifically asks for a custom-built EALM portal. QualiWare provides this functionality as an out-of-the-box solution. Is the SBI willing to purchase a licensed product for the EALM portal? In this case, the IP for the EALM portal should belong to QualiWare.	Bidder may propose this based on the requirements of the EALM portal
42	66	Annexure F - Indicative Bid		If SBI is open to licensing the EALM portal - will SBI change the pricing sheet to reflect this? Either way is fine, but it's important to understand how to put together the most accurate quote.	As per RFP because Bank thinks EALM will require development efforts. However the bidder may propose this as an additional options in their bid
43			General	Please consider legal terms as per MSA signed between bidder and SBI	As per RFP

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44	Page 58	pt 13 Description of Features	The check-in/ check-out process should accommodate for roles defined in the data governance requirements	Where are any roles defined in data governance requirements? For what use case is check-in/ check-out here required?	This requirement is about version management and should be supported by EA Tool and EALM portal. The bidder may propose the approach based on best practices.
45	Page 58	pt 14 Description of Features	While fetching/ populating the data dictionary during the application on-boarding/ updating, the data should be classified based on certain defined rules	Can you please clarify this requirement?	there shall be pre-defined rules to classify the data which should be employed during data capture
46	Page 58	pt 15 Description of Features	A SLA provision must be available for the application owner to update the application related data attributes	Can you please clarify this requirement?	The solution must have option to define frequency and related notification/ workflow for application owner to update the data
47	Page 50			Can we do a joint bid on delivering the requirements as stated by RFP? Joint bid with leading EA tool vendor (OEM). However, Bidder can take the ownership on the final outcomes of the deliverables? Kindly please confirm will this be acceptable for SBI?	As per RFP
48	Page 51			Does SBI has any internal sharepoint or equivalent portal building capabilities along with document management system to build the EALM portal wherever suggested EA tool doesn't meet requirements of SBI?	The bidder may propose the technology stack for the EALM portal The Bank prefers open source stack but the bidder may propose this depending on the integration with EA tool and other systems
49	Page 52	Point -4 Technical Characteristics	Ability to consume data from various sources and repositories for architecture, portfolio, database etc	Please provide list of various sources which EA tool should integrate to provide insights	Refer point 12 of the technical characteristics which states "Supports integration with Application Portfolio Management tool, Project Management Tools, IT Asset/ Portfolio Management tool and/or CMDB to pull information on various applications, software and hardware technologies"
50	Page 52	Point -4 Technical Characteristics	Fully supports industry-standard notations, standard modelling languages, methods, and techniques such as the Archimate 3.0 notation, Business Process Modelling Notation 2.0 (BPMN 2.0), Business Motivation Model (BMM), Data flow diagrams (DFD), Unified Modelling Language (UML) and the Entity Relationship Diagram (ERD) etc.	Is ERD, and UML are expected to be critical requirement (must-have) to be delivered by EA tool? (Since EA tools limits artefacts at application and component level but typically wont provide ERD diagrams as such explicitly)	All the characteristics of the EA tool mentioned in the RFP are desired by SBI. As mentioned on page 57 for EALM Portal - "It must provide for any of the features (listed above of the EA tool) that are not supported by the EA tool."
51	Page 52	Point - 9 Technical Characteristics	Provides out-of-the-box architecture patterns, constructs or templates for Business, Data, Applications, Technology and other domains of the architecture	Kindly please confirm whether our understanding is correct on this requirement: Expectation from tool is provide out of the box templates to capture all architecture domains?	Yes
52	Page 52	Point - 10 Technical Characteristics	The solution be compliant to IS and IT Policy of the Bank. Security / Compliance requirement review should be adhered to prior to launch.	In this RFP, IS and IT policy of the bank is not provided. Kindly please provide the same to confirm the compliance on this requirement	Details will be provided to the successful bidder
53	Page 52,	Point - 12 Technical Characteristics	Supports integration with Application Portfolio Management tool, Project Management Tools, IT Asset/ Portfolio Management tool and/or CMDB to pull information on various applications, software and hardware technologies	Does SBI has separate APM tool? (as mentioned in RFP)	Bank has an in-house Application Portfolio Management tool. More details shall be provided to the successful bidder
54	Page 53,	Point - 14 Technical Characteristics	Ability to establish key elements of EA governance, encompassing enterprise-wide policies for the classification, design, implementation and automation of EA processes	To understand the scope of this requirement, can you please provide the list of EA processes to be automated	The bidder may consider the standard EA process. Details will be provided to the successful bidder
55	Page 53,	Point - 22	Ability to check-out objects from the main repository to their workspace for modification and check-in after the modifications are complete and the process is validated	When we refer check-in and check-out of objects, are we referring to Architecture Artefacts(diagrams)?	diagrams, documents etc.

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56	Page 53	Point - 26,27	Pt 26- Allows to design various models including but not limited to Conceptual, Logical, and Physical Data Models and relate them to concepts or to other enterprise perspectives, including business, information flows, and applications. PT27- Ability to build data dictionaries with the support of multiple terminologies and to automatically fetch information from various repositories into the data dictionaries (including but not limited to the attributes and their properties)	Is physical data modelling and capturing data dictionaries the critical requirement to meet as a part of EA tooling since EA tool usually wont capture data dictionary level information (it captures till data entities only as a best practice)? Typically detailed data governance (like data stewardships, data dictionaries, etc..) are managed by separate tools such as collibra etc.. https://www.collibra.com/data-governance-solutions/data-governance-center EA tools can capture data entities and can capture additional meta data such as information sensitivity, etc...	Data Modelling eg. Data Flow Diagrams wrt to Data Governance and capturing data dictionary are based on current business requirement for Data Governance
57	Page 63,	Annexure-E Scope of Work Pt-ii	The bidder must, for the EA tool, provide approx. 100 author/ creator perpetual licenses. It must provide unlimited free read-only/ view only licenses for users located at various locations of the Bank	As a part of unlimited viewer licenses - can you please provide approx. range of viewer licenses required	Approximately 1500 users to begin with
58	Page 63,	Annexure-E Scope of Work Pt-vi	The bidder must create the EA artifacts for all the architecture domains (including but not limited to business, data, application and technology) for 1 business function/ area, such as Treasury, for approximately 2 to 3 months based on the inputs and artifacts provided by the Bank.	One of the requirement is to create EA artefacts (for all arch domains) for one business function. Will SBI provide all the data required to capture in EA tool during 3 months implementation period (or) can this requirements be considered as post implementation to showcase value of EA tool like 3 months implementation + 1 to 2 months for creating AS-IS for one business function? Can you please clarify	Once the tool is setup and implemented, the exercise to create EA artefacts for one business function will server two purposes - fitment of the tool, templates, process, models and to provide hands-on insights to the SBI team. The available artifacts on the chosen business function will be provided to the bidder.
59	-			Will it be ok if SaaS based EA tool is recommended for SBI?	On-premise tool is envisioned
60	-			It will be great, if SBI can help us in sharing with "must-have" requirements so that it will enable to suggest best optimal solution (in delivering value as well as ensuring costs are in control) than creating complex architecture to meet the requirements	All the characteristics of the EA tool mentioned in the RFP are desired by SBI. As mentioned on page 57 for EALM Portal - "It must provide for any of the features (listed above of the EA tool) that are not supported by the EA tool."
61	Page 99	Penalties, Point 1	Delivery and installation of all product(s) as per Bank's requirement should be within 4 weeks from date of placing of order. In the event of the any or all product(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 product(s) for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total cost of product(s) will be charged to bidder.	Delivery and installation of all product(s) as per Bank's requirement should be within 4 weeks from date of placing of order. In the event of the any or all product(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 product(s) for each week or part thereof the delay, subject to maximum amount of ten (10) three (3) percent of the total cost of product(s) will be charged to bidder.	As per standard clause of the RFP
62	Page 99	Penalties, Point 6	During the term of the contract, the BIDDER will maintain the product(s) in perfect working order and condition and for this purpose will provide the following repairs and maintenance services	Kindly please clarify these SLA are bound for issues/problems raised within deployed EA tool or portal? Does it includes enhancement requests, new functionalities, etc.. Which are not configured in the tool or developed in the tool?	Both EA tool and EALM portal
63	Page 99	Penalties, Point 6	During the term of the contract, the BIDDER will maintain the product(s) in perfect working order and condition and for this purpose will provide the following repairs and maintenance services	Will SBI is ok to provide tiered SLA based structure which is driven by severity of the issues/tickets?	Since this is not a transactional system, therefore SBI has mentioned in the RFP a simplistic SLA and penalty structure.
64	Page 100	Penalties, Point 7 f	Cap - 20% of total project cost.	Cap - 20% 5% of total project cost.	As per RFP
65	Page 100			Can you please share the expected availability targets of the system both EA tool and portal	Since this is not a transactional system, therefore it must adhere to the SLA defined in the RFP
66	Page 48	Point 5	Bidder should have experience of minimum 3 years in providing the services to supply, parameterization and deployment, maintain and provide training on EA tools. Minimum two implementations and client references are required	Can we do a joint bid with leading EA tool provider and provide the references as requested in this point (point -5) from our strategic vendor?	As per RFP
67	Page 65	AMC	Comprehensive warranty for the EA Tool and EALM Portal mentioned above for 1 year from the go live date must be inclusive in the cost	Is Warranty (1-Year) costs are included in Installation and Support costs? Requested additional info. Of AMC costs per year are post warranty period costs? Kindly please confirm our understanding	Warranty inclusive of installation, support etc. is for 1 year as per RFP. ATS/AMC is after the Warranty period as per RFP
68	Page 65	AMC	Comprehensive warranty for the EA Tool and EALM Portal mentioned above for 1 year from the go live date must be inclusive in the cost	Will the comprehensive Warranty post deployment includes any new enhancements requests, new worklow, new fonctionaities requests to be deployed ?	The RFP clearly states the post warranty AMC and other requirements for enhancements etc.

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69	10	9(ix) Earnest Money Deposit	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.	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.	This is as per the standard clauses of RFP
70	10	Bid Preparation and submission	Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.	Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. 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.	This is as per the standard clauses of RFP
71	Pg 28 ,Pt 36	Limitation of liability	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:	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 provided it is marked and given as confidential to the service provider 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, solely attributable to Bidder:	This is as per the standard clauses of RFP
72	Pg 42 ;Pt 19	Liquidated Damages	If the Bidder fails to deliver any or all of the products/ solution or perform the services within the stipulated time schedule as specified in this RFP/ Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned in part II (Schedule of Events, SI No 19). Once the maximum deduction is reached, the Bank may consider termination of the Contract.	If the Bidder fails to deliver any or all of the products/ solution or perform the services within the stipulated time schedule as specified in this RFP/ Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned in part II (Schedule of Events, SI No 19). Once the maximum deduction is reached, the Bank may consider termination of the Contract.	This is as per the standard clauses of RFP
73	Pg 35 ; PT45	Termination for Default	ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Bidder, 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 Bidder shall be liable to the Bank for any increase in cost for such similar Software Solution and/or Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.	ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Bidder, 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 Bidder shall be liable to the Bank for any increase in cost for such similar Software Solution and/or Services. However, the Bidder shall continue performance of the Contract to the extent not terminated. In the event of termination the Contractor shall be paid for the: a) Goods delivered b) Services rendered c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite Contractor's best efforts e) Unrecovered investments shall be paid by customer as per termination schedule till the date of termination.	This is as per the standard clauses of RFP

S.No	RFP Page	RFP Clause No.	Existing Clause	Query/Suggestions	SBI Answer
74	Pg37 ; PT48	Termination for Convenience	The Bank, by written notice of not less than 90 (ninety) days sent to the Bidder, 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 Bidder under the Contract is terminated, and the date upon which such termination becomes effective.	The Bank, by written notice of not less than 90 (ninety) days sent to the Bidder, 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 Bidder under the Contract is terminated, and the date upon which such termination becomes effective. In the event of termination the Contractor shall be paid for the: a) Goods delivered b) Services rendered c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite Contractor's best efforts e) Unrecovered investments shall be paid by customer as per termination schedule till the date of termination.	As per standard clause of the RFP
75	Pg 42	SCHEDULE OF EVENTS	Liquidated Damages: A sum equivalent to 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 1% 0.25% per week or part thereof of Contract Price undelivered portion of service to be rendered or product delivered subject to maximum deduction of 10% 3% of the Contract Price undelivered portion of service to be rendered or product delivered for delay of each week or part thereof.	As per standard clause of the RFP
76	Pg 42	SCHEDULE OF EVENTS	Transition Penalty : 15% of the total project cost	Transition Penalty :- 15% 3% of the total project cost	This is as per the standard clauses of RFP
77	Pg 96 ;Annexure O	Penalties	Delivery and installation of all product(s) as per Bank's requirement should be within 4 weeks from date of placing of order. In the event of the any or all product(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 product(s) for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total cost of product(s) will be charged to bidder. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and deployment of the product(s)	Delivery and installation of all product(s) as per Bank's requirement should be within 4 weeks from date of placing of order. In the event of the any or all product(s) not being delivered, installed, tested and commissioned within a period of 6 weeks within 6-8 Weeks from date of Purchase Order, a penalty of one (1) 0.25 percent of the total cost of product(s) undelivered portion of service to be rendered or material undelivered or each week or part thereof the delay, subject to maximum amount of ten (10) three (3) percent of the total cost of product(s) undelivered portion of service to be rendered or material undelivered will be charged to bidder. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and deployment of the product(s)	This is as per the standard clauses of RFP
78	Pg20 ; PT2	Change in Orders:	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%	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. Bidder 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.	This is as per the standard clauses of RFP
79	Pg22 ; Pt26	Services	Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS) as and when released by the Vendor/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.	Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS) as and when released by the Vendor/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.	As per standard clause of the RFP
80	Pg22 ; PT2	Services	Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the OS/firmware/Middleware etc in case the Bank chooses not to upgrade to latest version.	Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the OS/firmware/Middleware etc in case the Bank chooses not to upgrade to latest version.	As per standard clause of the RFP

S.No	RFP Page	RFP Clause No.	Existing Clause	Query/Suggestions	SBI Answer
81	Pg22; Pt26	Services	All product updates, upgrades & patches shall be provided by the Bidder/ Vendor free of cost during warranty and AMC/ ATS/ S&S period.	All product updates, upgrades & patches shall be provided by the Bidder/ Vendor free of cost during warranty and AMC/ ATS/ S&S period.	This is as per the standard clauses of RFP
82	Pg28 ; PT44	Limitation of liability	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.	<u>Notwithstanding anything to the contrary elsewhere contained in this contract, Vendor shall not be, in any event, regardless of the form of claim, 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 accrued more than two (2) years before the institution of adversarial proceedings thereon.</u> <u>Notwithstanding anything to the contrary elsewhere contained in this contract</u> 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 25% of the total annual 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	As per RFP
83			General	Please consider legal terms as per MSA signed between bidder and SBI	As per RFP
84			As per our understanding of RFP requirements, PART 1 is related to EA tool, PART 2 seems expecting to build a custom web portal (with workflow + doc. management) which acts as a portal for EA function	. Can you please validate our understanding? Additionally, Can it be considered as a separate solution – means as a part of this RFP itself because it requires requirements gathering, solution arch design, development and implementation?	Yes
85			As per our understanding of RFP requirements, PART 1 is related to EA tool, PART 2 seems expecting to build a custom web portal (with workflow + doc. management) which acts as a portal for EA function	What are the SBI standards w.r.t to Presentation Layer, Workflow, Document management, Collaboration tools (such as confluence, sharepoint, etc..)	Details will be provided to the successful bidder
86	Page 65	Annexure-F , Indicative Commercial Bid -Post Implementation Changes and Maintenance	EA Tool integration/ implementation changes (per man-month)	It is tough to estimate the man-months post implementation changes and maintenance and provide a quote. Hence, it is agreeable to provide a blanket cost for "X" no# of man-months and post that, per day charge will be applied if it crosses the limit	As per RFP
87	Page 66	Annexure-F , Indicative Commercial Bid -Post Implementation Changes and Maintenance	EA Tool integration/ implementation changes (per man-month)	Can we consider creating EA artefacts for a specific business function may go beyond 3-6 months of implementation time-frame? I hope, it wont fall under implementation time frame. However, costs needs to be included in 1 year value (i.e. Implementation and warranty period)	Yes
88	Page 68	Annexure-F , Indicative Commercial Bid -Post Implementation Changes and Maintenance	Comprehensive warranty for the EA Tool and EALM Portal mentioned above for 1 year from the go live date must be inclusive in the cost	. Does the warranty period clocks from the date of engagement starts or date of implementation	Answered Already
89	Page 48	Annexure-B Bidder's Eligibility Criteria Pt-5	Bidder should have experience of minimum 2 years in implementation of EA tools.	Can OEM Experience be considered for Eligibility	As per RFP

S.No	RFP Page	RFP Clause No.	Existing Clause	Query/Suggestions	SBI Answer
90	4	INVITATION TO BID:	iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in Annexure-B of this RFP and willing to provide the Software Solution/ service as required in this bidding document. 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 (Request for Proposal).	iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in Annexure-B of this RFP and willing to provide the Software Solution/ service as required 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 (Request for Proposal).	As per standard clause of the RFP
91		Clarification and amendments on RFP/Pre-Bid Meeting	v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in 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.	v. 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.	As per standard clause of the RFP
92	15	Bidding process/Opening of Technical Bids	i. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding Document in toto, without any deviation.	i. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding Document in toto, without any deviation.	As per standard clause of the RFP
93	22	Services	i. All professional services necessary to successfully implement the proposed Software Solution will be part of the RFP/contract. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc.	i. All professional services necessary to successfully implement the proposed Software Solution will be part of the RFP/contract, provided these services are specifically mentioned in the mutually agreed SOW . These services include, but are not limited to, Project Management, Training, Deployment methodologies etc.	As per standard clause of the RFP
94		Inspection and Quality Control Tests	i. The Bank's right to inspect, test the product/ solution after delivery of the same to the Bank and where necessary reject the products/solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products/ solution having previously being inspected, tested and passed by the Bank or its representative prior to the products/ solution shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.	i. The Bank's right to inspect, test the product/ solution after delivery of the same to the Bank and where necessary reject the products/solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products/ solution having previously being inspected, tested and passed by the Bank or its representative prior to the products/ solution shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.	As per standard clause of the RFP
95		Patent Rights/Intellectual Property Rights:	i. For any licensed software used by the finally selected L1/ TC1 Bidder for performing services or developing software for the Bank, the Bidder shall have the right as well as the right to license for the outsourced services or third party software development. Any license or IPR violation on the part of Bidder/ Subcontractor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Bidder. ii. The Bidder 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 secret or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.	i. For any licensed software used by the finally selected L1/ TC1 Bidder for performing services or developing software for the Bank, the Bidder shall have the right as well as the right to license for the outsourced services or third party software development. Any license or IPR violation on the part of Bidder/ Subcontractor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Bidder, subject to restrictions imposed by the OEM . ii. The Bidder shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims for 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, only in relation to the products and services being offered under this Contract . In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost	As per standard clause of the RFP
96		Features	The EALM solution should at least, but not limited to, have the following features	The EALM solution should at least, but not limited to, have the following features	As per RFP
97		Restrictions	(c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement	(c) Notwithstanding anything to the contrary contained anywhere in any agreement , The foregoing obligations as to confidentiality shall survive any termination of this Agreement for a period of 2 years from the date of disclosure of confidential information .	As per standard clause of the RFP
98		Rights and Remedies	c. Financial liability for actual, consequential or incidental damages	c. Financial liability for actual, proven consequential or incidental damages	As per standard clause of the RFP

S.No	RFP Page	RFP Clause No.	Existing Clause	Query/Suggestions	SBI Answer
99		Miscellaneous	(i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.	(i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship for a period of 2 years from the date of disclosure of confidential information..	As per standard clause of the RFP
100		Sanctions for Violations	5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:	5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER, proved in a court of competent jurisdiction) shall entitle the BUYER to take all or any one of the following actions, wherever required:	As per standard clause of the RFP
101		Sanctions for Violations	(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.	(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.	As per standard clause of the RFP
102		Sanctions for Violations	(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest. (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER. (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER. (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract. (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact. (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.	(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest. (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER. (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER. (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract. (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.	As per standard clause of the RFP
103		Sanctions for Violations		ADD: Notwithstanding the above, the Buyer shall retain the right to call off the pre contract negotiations with the Bidder in the event that any of the Commitments of Bidders under Clause ____ is breached by the Bidder. The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount sought to be recovered, the Bidder shall compensate the Principal only to the extent of the damage in the amount proved.	As per standard clause of the RFP

S.No	RFP Page	RFP Clause No.	Existing Clause	Query/Suggestions	SBI Answer
104		Sanctions for Violations	5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption. 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.	5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption. 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.	As per standard clause of the RFP
105	99	<u>Penalties</u>	1. Delivery and installation of all product(s) as per Bank's requirement should be within 4 weeks from date of placing of order. In the event of the any or all product(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 product(s) for each week or part thereof the delay, subject to maximum amount of ten (10) percent of the total cost of product(s) will be charged to bidder. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and deployment of the product(s).	1. Delivery and installation of all product(s) as per mutually agreed SOW Bank's requirement should be within 4 6 weeks from date of placing of order. In the event of the any or all product(s) not being delivered, installed, tested and commissioned within a period of 6 weeks from date of Purchase Order, a penalty of one (1) 0.25 percent of the total cost of product(s) for each week or part thereof the delay, subject to maximum amount of ten (10) 3 percent of the total cost of product(s) will be charged to bidder. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and deployment of the product(s).	As per standard clause of the RFP
106		<u>Penalties</u>	4. The Bidder warrants that the product(s) supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Bidder further warrants that all the Product(s) supplied under this Contract shall have no defect, arising from design or from any act of omission of the Bidder that may develop under normal use of the supplied product(s) in the conditions prevailing in India.	4. The Bidder warrants that the product(s) supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Bidder further warrants that all the Product(s) supplied under this Contract shall have no known defect, arising from design or from any act of intentional omission of the Bidder that may develop under normal use of the supplied product(s) in the conditions prevailing in India.	As per standard clause of the RFP
107		<u>Penalties</u>	f) Penalties for defined SLA, mentioned in this RFP, shall be as under; S. No. SLA Response Time Penalty amount Cap 1. up to eight hours No Penalty 2. > eight hours Rs. 10,000 Per day or part thereof 20% of total project cost.	f) Penalties for defined SLA, mentioned in this RFP, shall be as under; S. No. SLA Response Time Penalty amount Cap 1. up to eight hours No Penalty 2. > eight hours Rs. 10,000 Per day week or part thereof 20 3% of total project cost annualised contract value .	As per RFP
108	101	<u>Penalties</u>	If, in any month, the BIDDER does not fulfill the provisions of clauses (b), (c), (d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the BIDDER was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the BIDDER shall refund the amount forthwith to Bank on demand by Bank. 11. On account of any negligence, commission or omission by the engineers of the BIDDER and if any loss or damage caused to the product(s), the BIDDER shall indemnify/pay/reimburse the loss suffered by the BANK. Should there be a fault in the operations of the system, the bidder, would not unreasonably assume that the causes lie with those components / software not acquired from them.	If, in any month, the BIDDER does not fulfill the provisions of clauses (b); (c); (d); (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by Bank without prejudice to the right of the Bank to terminate the contract. In such event the BIDDER was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or the BIDDER shall refund the amount forthwith to Bank on demand by Bank. 11. On account of any gross negligence, wilful commission or wilful omission by the engineers of the BIDDER and if any direct loss or damage caused to the product(s), the BIDDER shall indemnify/pay/reimburse the direct loss suffered by the BANK Should there be a fault in the operations of the system; the bidder, would not unreasonably assume that the causes lie with those components / software not acquired from them	As per standard clause of the RFP

S.No	RFP Page	RFP Clause No.	Existing Clause	Query/Suggestions	SBI Answer
109	101	<u>Penalties</u>	to be added	Notwithstanding anything to the contrary elsewhere contained in this RFP ,the overall maximum penalty along with the liquidated damages, if any that can be imposed on bidder under this contract shall not exceed 3% of the Annualized Contract Value and penalty for a given month should not be more than 3% of monthly invoice value.	As per standard clause of the RFP
110	104	1. Warranty, AMC and Support	<p>3. Terms and Conditions</p> <p>a) The Bidder should provide details on Company's letter head about past/present litigations, disputes, if any. Adverse litigations could result in disqualification, at the sole discretion of the Bank. b) The Bidder should specifically confirm on their letter head agree to the terms and conditions of Service Level Agreement (format mentioned above), should they become TC1 in the reverse auction to execute a contract with the Bank. c) Bidder agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all Intellectual Property Rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws. d) All Software programs supplied/developed, program documentation, system documentation and testing methodologies along with all other information and documents (other than tools being proprietary to Service provider) and used for customized Software developments shall be the exclusive property of the Bank. e) The Intellectual Property Rights on the Software Code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Bidder shall hold All Intellectual Property rights in any pre-built software per se, except for those which have been assigned under this Agreement.</p>	<p>3. Terms and Conditions</p> <p>a) The Bidder should provide details on Company's letter head about past/present litigations, disputes, if any, that will materially affect performance under this Agreement. Adverse litigations could result in disqualification; at the sole discretion of the Bank. b) The Bidder should specifically confirm on their letter head agree to the mutually agreed terms and conditions of Service Level Agreement (format mentioned above), should they become TC1 in the reverse auction to execute a contract with the Bank. c) Bidder agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all Intellectual Property Rights, copyrights, subject to any pre-existing IP of the bidder/OEM. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws. d) All Software programs supplied/developed, program documentation, system documentation and testing methodologies along with all other information and documents (other than tools being proprietary to Service provider or an OEM) and used for customized Software developments shall be the exclusive property of the Bank. e) The Intellectual Property Rights on the Software Code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Bidder shall hold All Intellectual Property rights in any pre-built software per se, except for those which have been assigned under this Agreement.</p>	As per standard clause of the RFP