

Responses to Pre Bid Queries :					
PROCUREMENT OF CLOUD SERVICES FROM PUBLIC CLOUD SERVICE PROVIDERS					
IT-Cloud Solutions/FY:2025-26/RFP/1390 Dated: 18/09/2025					
Sl.No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions	Banks Response
1	8	2(i)		The RFP requests an "Enterprise Subscription". What specific services (e.g., compute, storage, networking, database) are included in this enterprise subscription? What are the expected service tiers (e.g., IaaS, PaaS, SaaS) for each service, and what are the specific configurations required for them?	"No Change, as per RFP There is no item wise bill of material, rather it is all services available on all four public cloud, bank will have freedom to consume all available services."
2	25	ii		The document mentions that the service provider will be responsible for implementing patches and upgrades. To what extent is the bank expecting a managed service model for these activities? What are the specific responsibilities of the provider versus the bank's IT team?	No change as per RFP. The clause refers to all products and services provided by the Cloud Service Provider (CSP) as part of their own native cloud platform offerings.
3	80	2		What are the expected SLAs for uptime and availability for each service? Please provide detailed metrics for response and resolution times for different severity levels (e.g., critical, high, medium, low) of incidents	No Change, as per RFP. The bidder is responsible for ensuring adherence to all SLAs including both uptime and response time SLAs. In case of any breach, the bidder shall provide service credits to the Bank, of the underlying CSP as applicable.
4	25	viii		The RFP mentions on-call support for switching over from a primary to a disaster recovery site. Please clarify the bank's expectations for DR and BCP, including Recovery Point Objective (RPO) and Recovery Time Objective (RTO) for mission-critical applications.	No Change as per RFP. The Disaster Recovery (DR) site will be located in the public cloud provider/s secondary region (aligned with the Bank's regional compliance requirements) to ensure geographic isolation from the Primary (PR) site. The DR infrastructure will be managed and owned by the Bank. In case of requirements for support during PR-DR transitions, bidder should support at no additional cost.
5	25	iii		The bidder must obtain written permission from the bank before applying any patches or upgrades. What is the expected process and timeline for this approval? How does the bank manage its internal patch management schedule to align with this requirement?	Please refer Corrigendum No. 1
6	83	7		The RFP states that all data processed by the service provider belongs to the bank. What are the specific technical controls, encryption standards (e.g., AES256), and key management procedures the bank expects to be implemented to protect this data in the cloud environment?	No Change, as per RFP
7	55		Description of Services	Host any of the Bank's existing/new applications based on X86 platform. Can the bank provide a more detailed breakdown of the technical requirements, including specific application types, data volumes, and expected performance metrics?	No Change, as per RFP Application types and volumes are not yet determined and may vary.
8	122	66	The Service Provider shall ensure the cloud environment should follow the Bank's logging and monitoring policy. Security events for assets owned by the Bank shall be monitored by the Bank. • CSP provides the monitoring mechanism for Log collection and the same should be used for Cloud infrastructure logs.	What specific technical parameters and metrics (e.g., CPU utilization, memory usage, network latency) should be monitored, and what kind of dashboards or reports are required to be provided?	No Change, as per RFP The Bank requires monitoring of key parameters such as CPU, memory, storage, network latency/bandwidth, and uptime.
9				The RFP specifies provisioning of compute, storage, and network resources but does not clearly state whether the bidder must also provide licensing (OS, DB, middleware) or if these will be provided by the bank. Kindly clarify the responsibility of license procurement and management.	No Change, as per RFP The Bank will provide all required licenses for operating systems, databases, and middleware for applications deployed on the infrastructure. However, for any native cloud services or platform-level offerings used as part of the solution, the bidder (CSP) will be responsible for procuring and managing the necessary licenses.
10				The RFP indicates "monitoring of infrastructure and applications" please clarify whether Application Performance Monitoring (is also in scope, or only infrastructure-level monitoring (CPU, memory, network, storage).	No Change, as per RFP Application performance monitoring is not under the scope of bidder.
11				The RFP requests "technical support for all deployed applications". Kindly confirm whether this refers only to infrastructure hosting support (IaaS/PaaS) or also application layer support (custom app troubleshooting).	No Change, as per RFP Technical support is required for the underlying infrastructure and platform (IaaS/PaaS); support for custom application logic is the Bank's responsibility.
12				The RFP requires regular backups but does not specify the backup retention policy (e.g., daily, weekly, monthly) or long-term archival needs (e.g., 7 years as per RBI). Please clarify	No Change as per RFP. Here backup refers to cloud solution's internal components, required for compliance with best practices.
13				The document mentions connectivity but does not specify whether the bank expects MPLS, VPN, or Direct Connect type of secure links. Please confirm the connectivity model expected for hybrid integration.	No Change, as per RFP Secure connectivity for hybrid integration may be via MPLS or Direct Connect; the bidder should support the chosen model in line with Bank security and performance standards.
14				Please clarify the expected database technology – whether the bank requires RDS (MySQL, PostgreSQL, Oracle, SQL Server) or self-managed databases on EC2.	No Change, as per RFP The choice of database technology will be determined based on the Bank's specific requirements at the time of application deployment. This may include CSP-native managed services, marketplace offerings, or self-managed databases on virtual instances.
15				What are the expected IOPS requirements for storage volumes (e.g., gp3, io1, io2)?	No Change, as per RFP IOPS requirements are not determined at this stage.
16	49	3	The Bidder must have an average turnover of minimum Rs. 50 crore during last 03 (three) financial year(s) i.e. FY21-22, FY22-23 and FY23-24.	We request you to reduce turnover from 50 cr to 30 Cr.	No Change, as per RFP.
17	29	34. SERVICE PROVIDER'S OBLIGATIONS	Software Bill of Materials (SBOM) All the software supplied to the Bank or developed for the Bank must be accompanied by a complete SBOM. The SBOM of the software supplied to the Bank or developed for the Bank must include the data fields contained in the Appendix Q of this document.	Request you to please remove this clause as " Cloud is offered as a service (240+ services available) that is consumed on a pay-as-you-go model."	No Change, as per RFP The list of services published on the respective Cloud Service Provider's official website will be treated as the Software Bill of Materials (SBOM) for the purpose of this engagement.

18	30	34. SERVICE PROVIDER'S OBLIGATIONS	In addition, the Software OEM/Owner/Vendor must ensure that: • The Software supplied to the Bank or developed for the Bank is having a complete SBOM including all the dependencies up to the last level. • Software OEM/Owner/Vendor should design a Vulnerability Exchange Document (VEX) after a vulnerability is discovered informing the bank about the exploitability status to help prioritize the remediation efforts. Subsequently, Software OEM/Owner/Vendor should provide the Common Security Advisory Framework (CSAF) advisory, which includes detailed information about the vulnerability, such as a description, affected product versions, severity assessment, recommended mitigation steps etc. • Software OEM/Owner/Vendor will ensure update of the SBOM in case of any version update or any change in the details on the data point in the SBOM for any reason whatsoever."	Request you to please remove this clause as "Cloud is offered as a service (240+ services available) that is consumed on a pay-as-you-go model."	No Change, as per RFP The list of services published on the respective Cloud Service Provider's official website will be treated as the Software Bill of Materials (SBOM) for the purpose of this engagement.
19	48	Appendix-A BID FORM (TECHNICAL BID)- xiv	We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.	Request you to please modify this clause as: "We hereby certify that we (participating in RFP as OEM)/ our OEM have the support team and multiple escalation points located in India."	No Change, as per RFP
20	50	Appendix-B Bidders Eligibility Criteria (TECHNICAL BID)- No-6	The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP. Certificate of local content to be submitted as per Appendix-G.	We request the clause to be limited to the bidder as MeIT, the nodal agency for cloud services, is yet to define the local content guidelines for Cloud Service Providers. The empanelment of the CSPs is carried out basis offering cloud services from the data centers within India.	No Change, As per RFP
21	50	Appendix-B Bidders Eligibility Criteria (TECHNICAL BID)- No-6	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India in BFSI/PSU/Govt. segment	It is recommended to validate the bidder's experience in strategic BFSI projects with the proposed CSP. Clause may be modified as : "Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects with the proposed CSP in India in BFSI/PSU/Govt. segment."	No Change, As per RFP
22	50	Appendix-B Bidders Eligibility Criteria (TECHNICAL BID)- No-6	The bidder should be Partner or service reseller of at least one or more cloud service providers. Ltd. Certification Requirements: The bidder needs to submit copy of the Manufacturer Authorization Forms (MAF) as per Appendix-R for whichever OEM they are quoting in this RFP i.e. Microsoft Azure/Google Cloud Platform/Amazon Web Services/ Oracle Cloud Infrastructure.	MAF format provided in RFP is relevant from a hardware OEM perspective. CSPs may be allowed to submit the same in their standard format. Sample format furnished below: We(CSP Name)..... is pleased to support(Bidder Name)'s..... reselling of(CSP Name)..... cloud services, for the aforementioned RFP. This letter confirms that (Bidder Name) is an authorized(CSP Name)..... reseller as on date of issuance of this letter.(CSP Name)..... values and appreciates the opportunity to support (Bidder Name) and we look forward to a long and productive relationship. If you have any questions, or require additional information, please contact ...(CSP SPOC name)....., at ...(CSP SPOC email ID).... "	No Change, As per RFP
23	51	Appendix-B Bidders Eligibility Criteria (TECHNICAL BID)- No-11	The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for support center remain applicable. Bidder should specifically certify in Appendix A in this regard.	Request you to please modify this clause as: "The bidder, if participating as Channel Partner of any OEM, then OEM should have the support team and multiple escalation points located in India."	No Change, as per RFP.
24	57	Appendix-E Scope of Work & Payment Schedule. Description of Services	The Cloud services should support private and public IP address (IPv4 and IPv6). - The Cloud services should support multiple VLANs (minimum 5000 VLANs).	Request to consider removing the 5000VLAN clause as different CSPs have different quota and service terminologies.	No Change, as per RFP. Minimum 5000 vLANs should be supported
25	72	Appendix-F Indicative Price Bid	Indicative Price Bid	We understand that the Bank is considering the purchase of enterprise support for cloud services. Request you to please add a separate/additional line item in the indicative price bid for capturing enterprise support cost.	No Change, as per RFP.
26	74	Appendix G - Certificate of Local Content	Certificate of Local Content	Request you to please permit this certificate to be signed and submitted via authorised signatory of CSP.	No Change, as per RFP.
27	80	Appendix-I : Other Terms and Penalties	Enterprise Support Plan	CSPs offer different support plans (with varying level of support and SLAs). This provides the customer, choice of plans and procure the right level of support as per their workload requirement for the duration that is required. Further, the similar named plan across different CSPs will have different scope / SLAs and value-add services that cannot be priced uniformly. Request you to discover the support prices for the different levels of support from the partners for the respective CSPs and not mandate to be included by default in the scope.	No Change, as per RFP.
28	115	Annexure A: Deliverable/Scope of Work	Annexure A: Deliverable/Scope of Work	We understand that Bank shall retain full administrative and root access to all cloud tenants, subscriptions, associated resources and bidder/service provider would act only as cloud billing partner. Anything related to managing the cloud and security in the cloud is the responsibility of the Managed Service provider. Please confirm that any scope in Annexure A wrt to managing the cloud and security in the cloud will be the responsibility of the Managed Service provider	No Change, as per RFP Managed Service support is not under the scope of this RFP.
29	NA	Additional Clause: Predatory Pricing	Predatory Pricing	Below clause may please be added in RFP: "Abnormally low financial bids will be handled as per the guidelines issued by the Ministry of Finance, Government of India for predatory pricing and abnormally low bids evaluations. Confirmation on compliance to the same to be provided by CSP as part of bid submission document."	No Change, as per RFP.

30	202	Appendix-Q FORMAT FOR THE SOFTWARE BILL OF MATERIALS (SBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK	SOFTWARE BILL OF MATERIALS	Request you to please remove this Appendix as Cloud is offered as a service (240+ services available) that is consumed on a pay-as-you-go model.	No Change, as per RFP The list of services published on the respective Cloud Service Provider's official website will be treated as the Software Bill of Materials (SBOM) for the purpose of this engagement.
31	204	Appendix - R Manufacturer Authorization Form	Manufacturer Authorization Form	The format provided is relevant from a hardware OEM perspective. CSPs may be allowed to submit the same in their standard format. Sample format furnished below. Please confirm. <i>We(CSP Name)..... is pleased to support(Bidder Name)'s..... reselling of(CSP Name)..... cloud services, for the aforementioned RFP. This letter confirms that (Bidder Name) is an authorized(CSP Name)..... reseller as on date of issuance of this letter.(CSP Name)..... values and appreciates the opportunity to support (Bidder Name) and we look forward to a long and productive relationship. If you have any questions, or require additional information, please contact ...(CSP SPOC name)....., at ...(CSP SPOC email ID)...."</i>	No Change, as per RFP
32	55	Appendix E point no 1	This procurement of Public Cloud services is rate contract without any commitment.	This RFP is for only Public Cloud Services in scope and not the any Private/Hybrid cloud services requirement.	No Change, as per RFP. Scope of this RFP is for only Public Cloud Services.
33	56	Appendix E point no 1(iv)	The bidder should be able to provide connectivity through internet and express route/leased line	We assume that the cost of Leaseline and ISP/Third party selection will be Bank's responsibility. Kindly confirm	No Change, as per RFP Bank will bear the cost of leasedline and ISP/Third party connectivity from Bank's data center to CSP datacenters only. However, CSPs has to allow this connectivity and facilitate the Bank.
34	57	Appendix E point no 2 (3)	Training & Training Plan	What kind of Training - e.g. Cloud Services features, implementation, operations etc..	No Change, as per RFP. Training refers to Cloud Administration and Cloud Services offered by the four CSPs.
35	58	Appendix E point no 2 (5)	The bank is having hybrid cloud setup with Microsoft Azure with Enterprise Agreement (EA) and CSP subscriptions, in case of change of partner, the L1 bidder has to migrate the existing Enterprise Agreement (EA) and CSP subscriptions without any cost to bank.	Kindly provide the list of services currently in use	No Change, as per RFP List of services shall be shared with successful bidder, if required.
36	59	Appendix E point no 13	Data Residency: Billing data must be stored and processed in India unless explicitly approved in writing.	Kindly clarify what do you mean by Billing Data ? Is there any system called Billing ?	No Change, as per RFP The objective of this RFP is to select a service provider capable of providing single-window billing services for the Cloud Service Providers (CSPs).
37	80	Appendix I - Point no 2	Data Leakage/Breach: In the event of unauthorized access, leakage or compromise due to providers/OEMs negligence, failure of control, any bud or non-compliance with security measures will lead to penalty of Rs 1,00,00,000/- per incident.	Based on the RCA - If this data leakage or breach happed via poor application/database/OS security/network configuration/others, this penalty not applicable to bidder.	No Change, as per RFP. The Bank expects RCA reports to clearly identify root causes, contributing factors, and corrective actions, while remedial measures should address and resolve the issue. This clause applies if the incident stems from a CSP deficiency.
38	80	Appendix I - Point no 2	Misuse of Data/Violation of Data ownership rights	Same as above -	No Change, as per RFP
39	116	Appendix A -	Scope of Work - Service provider definition	We assume that Service Provide and Bidder are the same party. Kindly Confirm.	No Change, as per RFP <u>Understanding is correct.</u>
40	116	Appendix A -	Scope of Work - Service provider scope is wider than just a Billing/Subsription partner.	We assue efforts and fees of implementation mentioned in the scope of work sections will be agreed with the Banks/RRB during the finalization of PO.	No Change, as per RFP
41		Appendix-E	Clause 1	The RFP mentions hosting "Infrastructure and Applications." Could you provide a list of the specific applications or types of workloads planned for migration to Azure? Are these primarily IaaS, PaaS, or a mix of service models?	No Change, as per RFP The Bank is currently in the early stages of its cloud adoption journey, and as such, there is no specific list of applications which will be migrated to Cloud.
42		Appendix-E	Clause 1	For the applications to be migrated, can you provide details on the technology stack (e.g., .NET, Java, Python), their current hosting environment (on-prem, other cloud), and any dependencies on specific databases or other services?	No Change, as per RFP The Bank is currently in the early stages of its cloud adoption journey, and as such, there is no specific details of applications/technologies which will be migrated to Cloud.
43		Appendix-E	Clause 12	Does the Bank have an existing Cloud Adoption Framework (CAF) or a cloud strategy document in place? If so, can you share a high-level overview?	No Change, as per RFP
44		Appendix-E	Clause 12	Are there existing Azure Landing Zones, or do you require us to propose and implement a Landing Zone architecture as part of this project? What specific requirements do you have for the Landing Zone (e.g., subscription design, identity and access management, governance)?	No Change, as per RFP. Landing zone is already in place for Microsoft Azure.
45		Appendix-E	Clause 1(i)	The RFP notes a requirement for AI/ML capabilities. Can you elaborate on the specific use cases for AI/ML (e.g., predictive analytics, fraud detection, customer behavior analysis) and the expected data volumes on Azure?	No Change, as per RFP The Bank is currently in the early stages of its cloud adoption journey, and as such, there is no specific use case for AI/ML workloads.
46		Appendix-E	Clause 1	The RFP states this is a "rate contract without any commitment." What is the expected minimum and maximum consumption of Azure services over the 5-year term?	No Change, as per RFP There is no commitment on minimum or maximum Azure consumption; usage will depend on the Bank's requirements.
47		Appendix-E	Clause 1(i)	The RFP mentions a hybrid cloud setup with existing Microsoft Azure Enterprise Agreement (EA) and CSP subscriptions. Can you provide a high-level view of the current Azure environment, including subscriptions, resource groups, and service usage?	No Change, as per RFP Will be shared with successful bidders.
48		Appendix-E	Clause 1(i) & 3	The RFP mentions support for marketplace components. Are there any specific third-party solutions or ISVs (Independent Software Vendors) that the Bank intends to procure from the Azure Marketplace?	No Change, as per RFP Bank may procure any third party software available on marketplace as per requirement.
49		Appendix-E	Clause 1(vii)a & Appendix-I, Clause 4a	You require data to remain within Indian geography. Can you confirm if all Azure data, including backups, logs, and metadata, must reside within India? Are there any exceptions for data that is already anonymized or non-critical?	No Change, as per RFP

50		Appendix-E1	Clause 9 & 54	The RFP states that "secure privilege access to its environment is permitted from internet." Could you clarify if this access is for Bank personnel only, or if our Azure support team will also be granted privileged access from the internet? Please detail the process for requesting and approving such access.	No Change, as per RFP. The Cloud Service Provider (CSP) shall ensure that all privileged access to systems, applications, and cloud resources over the internet is secured using strong authentication mechanisms, including but not limited to multi-factor authentication (MFA), role-based access controls (RBAC), and encrypted communication channels (such as HTTPS, VPN, or Zero Trust Network Access). The CSP must also ensure that privileged credentials are securely managed, and that appropriate systems are in place to log, monitor, and periodically review access activities for signs of unauthorized use or anomalies.
51		Appendix-E	Clause 1(vi)	The RFP emphasizes audit trail requirements and log management. Can you specify the required log retention period for various types of Azure logs (e.g., Activity Logs, diagnostic logs) and the mechanism for integrating these logs with your on-premise SIEM/SOC?	No Change, as per RFP The referenced audit trail and log management requirements apply to the cloud infrastructure provided by the CSP. The selected vendor must ensure that all relevant Azure logs (including Activity Logs, diagnostic logs, and security logs) are generated, securely retained, and protected through appropriate cryptographic controls for data in transit, data at rest, backups, and logs. The exact log retention period will be defined by the Bank in line with its internal policies and regulatory requirements, and the vendor must provide the flexibility to meet these retention mandates.
52		Appendix-E	Clause 1(vii)d & Appendix-E1, Clause 44	The RFP mentions a "secure network architecture." Can you provide details or diagrams of the intended network topology, including the number and purpose of Virtual Networks (VNETs) and subnets, the strategy for connecting on-premise systems to Azure (e.g., ExpressRoute, VPN Gateway), and the plan for network segmentation and micro-segmentation?	No Change, as per RFP The requirement for a "secure network architecture" applies to the cloud infrastructure to be provisioned by the CSP. At this stage, the Bank has not finalized the detailed network topology, including the number or purpose of VNETs and subnets. These design elements—such as the choice of connectivity model (e.g., ExpressRoute or VPN Gateway), network segmentation, and micro-segmentation—will be determined by the Bank based on workload-specific requirements.
53		Appendix-E1	Clause 38	The RFP asks for a confirmation that applications and databases will be hosted on "dedicated infrastructure (physical/logical)." Could you elaborate on whether this means dedicated hosts, or if a logical separation via isolated Azure Virtual Networks (VNETs), Resource Groups, and security controls is sufficient?	No Change, as per RFP Dedicated infrastructure may be physical (dedicated hosts) or logical (isolated VNETs, Resource Groups, subscriptions) as long as Bank security and compliance requirements are met.
54		Appendix-E, Appendix-E1	Clause 12, Clause 48	The RFP classifies workloads as "Standard" or "Material." Could you provide a clear definition and examples of what constitutes a "Material Workload" to ensure we apply the appropriate level of Azure security and compliance controls?	No Change, as per RFP "Material Workloads" are critical workloads that may have higher impact, while "Standard Workloads" are non-critical with lower impact; the Bank will confirm classification during onboarding. Security and compliance controls must be applied uniformly across both categories of workloads
55		Appendix-E	Clause 12 & 13	The RFP requires integration with on-premise security controls. Can you specify the existing tools and systems you use for SIEM, DAM, PIMS, PAM, and Key Management?	"No Change, as per RFP List of existing security controls shall be shared with successful bidder, if required."
56		Appendix-I	Clause 1	The RFP outlines penalties for breach of response time SLAs (e.g., < 15-minutes for Severity A). Can you provide a clearer definition of each severity level as it relates to your business impact for the Azure environment? For instance, what constitutes a "Critical business impact"?	No change as per RFP. Please refer Appendix-I of RFP document
57		Appendix-E	Clause 7b & 7c	Could you provide a detailed escalation matrix for technical and operational issues, specifying the Bank's contacts for each severity level and for different Azure cloud environments (Dev/UAT/Prod)?	No Change, as per RFP
58		Appendix-E	Clause 2(iii) & 16	The RFP requires 10 days of training per year. Are there specific Microsoft Azure certifications (e.g., AZ-900, AZ-104) or services (e.g., Azure DevOps, Azure Security Center) that you would like us to cover?	"No Change, as per RFP. Training refers to Cloud Administration and Cloud Services offered by the four CSPs."
59		Appendix-F	Appendix-F	How will the monthly discounted price for Azure services be calculated and verified? Could you provide a sample invoice structure to ensure our billing and reporting mechanisms align with your internal requirements?	No Change, as per RFP
60		RFP	Clause 18	Can you provide more details about the online reverse auction process, including the platform used and the rules of engagement? How will the "Make in India" preference clause be applied in this context?	No change as per RFP. Online reverse auction will be conducted on e Procurement Technologies portal i.e. etender.sbi MII clause will be applicable as per Govt. of India guidelines.
61		RFP	Clause 44	Can you clarify the process for resolving any disputes related to service credit calculations or technical non-compliance before escalating to legal proceedings?	No change as per RFP. Service credit calculation will be as per each of the CSPs published SLA guidelines.
62		RFP	Clause 30	The RFP mentions a 5-year term. Can you provide any guidance on the expected consumption patterns or usage forecasts for the different Azure cloud services over this period?	"No Change, as per RFP There is no commitment on the consumption of resources for any period of time."
63				need Clarity on -premium /standard /Unified with OEM	No Change, as per RFP
64		Annexure- E		Need Explanation - on Severity in terms of SLA measures - who will count on it and keep measure	No Change, as per RFP. The bidder is responsible for ensuring adherence to all SLAs including both uptime and response time SLAs. In case of any breach, the bidder shall provide service credits to the Bank, of the underlying CSP as applicable.
65		Annexure -I			
66	Page-80		Clause -4	CSP penalties mentioned - but if CSP is not directly signing the SLA then who will be accountable for this	No Change, as per RFP. The bidder is responsible for ensuring adherence to all SLAs including both uptime and response time SLAs. In case of any breach, the bidder shall provide service credits to the Bank, of the underlying CSP as applicable.

67	50	Annexure-B	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India in BFSI/PSU/Govt. segment. (Start and End Date of the Project to be mentioned) in the past (At least 2 client reference is required)	Request relaxation to allow references from any sector, not just BFSI/PSU/Govt.	No Change, As per RFP
68	11	ELIGIBILITY AND TECHNICAL CRITERIA:	Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.	Request relaxation to allow both the OEM and the Bidder to participate in the bid process.	No Change, As per RFP
69	58	Appendix-E	The bank is having hybrid cloud setup with Microsoft Azure with Enterprise Agreement (EA) and CSP subscriptions, in case of change of partner, the L1 bidder has to migrate the existing Enterprise Agreement (EA) and CSP subscriptions without any cost to bank	Clarification: Is the current Enterprise Agreement with Microsoft directly or through a partner?	No Change, As per RFP. Currently Enterprise Agreement with Microsoft through a partner.
70	52	Appendix-C	All the CSPs must be compliant with following standards: ✓ ISO/IEC 27001 ✓ ISO 27017 and ISO 27018 ✓ SOC 2 Type II ✓ PCI-DSS (if handling payment data) ✓ Any other equivalent security standard.	May we kindly request relaxation regarding the SOC 2 and PCI DSS Type II certification requirements? We propose that maintaining the ISO/IEC 27001, ISO 27017, and ISO 27018 certifications would sufficiently meet the Bank's security standards, while omitting the SOC 2 Type II certification. We hope this adjustment can be considered.	No Change, As per RFP
71	55	Point - 1	The Bank desires to host the Infrastructure and Applications in Public Cloud. Application hosting requirements should comply with Industry Best Practices and specific to Bank requirements like (but not limited to) service levels, architecture, network connectivity, scalability, security etc.	Kindly provide details on the types of applications that are intended to be hosted on the Public Cloud, as further clarification is required	"No Change, as per RFP The Bank is currently in the early stages of its cloud adoption journey, and as such, intended applications data is not yet fully available."
72	58	Point - V	The bank is having hybrid cloud setup with Microsoft Azure with Enterprise Agreement (EA) and CSP subscriptions, in case of change of partner, the L1 bidder has to migrate the existing Enterprise Agreement (EA) and CSP subscriptions without any cost to bank.	Kindly clarify if there are any other active cloud subscriptions apart from Microsoft Azure, such as AWS, GCP, or Oracle Cloud (OCI), that are currently running services. If so, please provide detailed information on these subscriptions, as they may also require migration in case of a change of partner	"No Change, as per RFP The Bank is currently in the early stages of its cloud adoption journey, and as such, comprehensive inventory and consumption data is not yet fully available."
73	58	Point 6	Integration / Migration Requirements with existing systems Bank should be able to integrate with any component inside and outside public cloud.	Please clarify the types of components the bank intends to integrate with the Public Cloud. Additionally, further clarification is required on the migration requirements for the existing system.	"No Change, as per RFP Scope of this RFP does not include migration of application and data from existing infrastructure."
74	116	Point -1.1.i	disaster recovery is in place with different CSP in multiple regions	Kindly specify the required Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for the Disaster Recovery setup	No Change, as per RFP RPO and RTO details shall be shared with successful bidder, if required.
75	130	Point - 6.1	Service provider shall maintain and upgrade the software/ hardware during the contract period so that the software/ hardware shall, at all times during the contract period, meet the performance requirements as set forth in this Agreement. Service Provider shall, at no cost to the Bank, promptly correct any and all errors, deficiencies and defects in the software/ hardware.	Kindly provide detailed information on the specific types of software and hardware that are required to be maintained and upgraded under this clause.	"No Change, as per RFP There is no specific types of software and hardware list available, rather it is all services available on the public cloud, so that bank will have freedom to consume all services available."
76	56	Point 1 (iv)	The bidder should be able to provide connectivity through internet and express route/leased line	Kindly provide clarification on the leased line requirement, specifically the source and destination of the leased line usage, along with the required connectivity speed.	No Change, as per RFP The Bank should be able to connect to the cloud through internet and express route/leased line
77	120	Point - 47	.The Service Provider shall ensure that the Connectivity of Bank's IT environment is always through dedicated line.	Kindly confirm whether the connectivity between the Bank's IT environment and the Public Cloud will be established through a dedicated line, and specify the purpose for which this dedicated line is being provisioned	No Change, as per RFP The Bank should be able to connect to the cloud through internet and express route/leased line
78	18	Clause 17 – Technical Evaluation	Bank may conduct demos/site visits	Please confirm whether evaluation will include cloud-native services like AI/ML, Big Data, and Security tools, or limited to core IaaS.	"No Change, as per RFP"
79	21	Clause 1 – Award Criteria (PPP-MII Order)	Minimum Local Content – Class I: 50%	For public cloud, kindly clarify if hosting workloads in Indian regions is sufficient to qualify as local content.	No change as per RFP. MII clause will be applicable as per Govt. of India guidelines.
80	25	Clause 25 – Services	Service Provider to implement patches/upgrades	Please clarify responsibility split between CSP (platform-level patches) and partner (application/OS patching).	No change as per RFP.
81	26	Clause 26 – Penalties	As mentioned in Appendix-I	Kindly share SLA benchmarks (uptime %, latency thresholds, RPO/RTO) against which penalties will apply.	No Change, as per RFP. The bidder is responsible for ensuring adherence to all SLAs including both uptime and response time SLAs. In case of any breach, the bidder shall provide service credits to the Bank, of the underlying CSP as applicable.
82	27	Clause 29 – Subcontracting	Sub-contracting not permitted	Please clarify if OEM-certified MSPs or SI partners can be engaged for managed services, migration, or SOC operations.	No Change, as per RFP Managed Service support is not under the scope of this RFP.
83	28	Clause 31 – Limitation of Liability	Liability capped at TCO	For CSP services where pricing is consumption-based, can liability be capped at 12 months' billing value instead of total TCO?	No Change, as per RFP
84	30	Clause 34 – Service Provider's Obligations	Compliance with DPDP Act, 2023	Please confirm if SBI requires 100% data residency in Indian regions, or global replication for DR is allowed with encryption.	Bank requires 100% data residency in Indian regions including DR replication with encryption.
85	31	Clause 36 – IPR & Ownership	Bank not liable for IPR violation	Please clarify ownership of customer data hosted on CSP platforms – will SBI retain full legal ownership?	No Change, as per RFP SBI retain the full legal ownership of customer data hosted on CSP platform.
86	32	Clause 37 – Liquidated Damages	0.5% of TCO/week, max 5%	Please confirm if LD will exclude downtime directly caused by CSP-level outages beyond partner's control.	No Change, as per RFP
87	72+	Appendix-F – Price Bid Format	Price breakup required	As cloud services are OPEX-based, will SBI accept rate-card submission with unit pricing instead of fixed quantities?	No Change, as per RFP

88	85+	Appendix-J – Security Requirements	Mandatory compliance with Bank's InfoSec	Please clarify whether CSP-native encryption, key management (KMS/HSM) will be acceptable, or Bank requires on-prem HSM integration.	No Change, as per RFP The Bidder shall provide comprehensive evidence, including the CSP's technical documentation detailing key generation and isolation mechanisms (such as Hardware Security Modules (HSMs) or customer-managed keys), architectural diagrams demonstrating logical or physical segregation of the Bank's keys, third-party audit reports (e.g., SOC 2, ISO 27001) validating key uniqueness and a proposed method for the Bank to independently verify key exclusivity (e.g., via audit logs or CSP-administered access controls).
89	165+	Appendix-K – NDA	NDA as per Bank format	Please confirm if NDA obligations extend to CSP/OEMs directly, or only to bidding partner.	No change as per RFP. Bidding partner
90	174+	Appendix-N – Integrity Pact	Mandatory submission with bid	Please confirm if Integrity Pact stamping must be done per CSP bid or only once per bidder.	No change as per RFP. Only once per bidder
91	11	5	SCOPE OF WORK	SBI Bank to clarify : 1. Whether the scope includes only procurement and installation of cloud product/licenses or it also involves managed services. 2. It is assumed that the EULA flowdowns from the OEM. Kindly confirm. 3. The RFP mentions all four CSPs (Azure, AWS, GCP, OCI). Kindly clarify whether it is mandatory for the bidder to provide services for all four CSPs, or if participation is allowed for selected CSPs only (e.g., Azure & AWS) 4. Please elaborate on the expectations and process for migrating existing Azure EA and CSP subscriptions to the new partner, including timelines and support required.	No change as per RFP. Managed services is not in the scope of this RFP.
92	24-25	25	SERVICES	We assume that the services mentioned in red font color are not applicable. Since they are pertaining to managed services however the RFP is for the CSP	No change as per RFP. The clauses are meant for CSPs
93	26	26	PENALTIES	Since this RFP is not for managed services, please clarify whether the penalty would be applicable to OEM or CSP?	No Change, as per RFP. The bidder is responsible for ensuring adherence to all SLAs including both uptime and response time SLAs. In case of any breach, the bidder shall provide service credits to the Bank, of the underlying CSP as applicable.
94	28	33	DELAY IN SERVICE PROVIDER'S PERFORMANCE:	Since this RFP is not for managed services, please clarify whether the SLA would be applicable to OEM or CSP?	No Change, as per RFP. The bidder is responsible for ensuring adherence to all SLAs including both uptime and response time SLAs. In case of any breach, the bidder shall provide service credits to the Bank, of the underlying CSP as applicable.
95	28-30	34	SERVICE PROVIDER'S OBLIGATIONS:	Since the data lies at the data center, please clarify whether sub clause vii (The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023) is applicable	No Change, as per RFP
96	30	35	TECHNICAL DOCUMENTATION:	SBI Bank to clarify whether this clause is applicable since this RFP is not managed services.	No Change, as per RFP
97	32	37	LIQUIDATED DAMAGES: If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	SBI Bank to clarify on the calculation of the LD on what basis. What is the Project Cost?	No Change, as per RFP
98	79	Appendix- I		SBI Bank to clarify whether the SLA and penalty will be applicable to CSP OR OEM.	No Change, as per RFP. The bidder is responsible for ensuring adherence to all SLAs including both uptime and response time SLAs. In case of any breach, the bidder shall provide service credits to the Bank, of the underlying CSP as applicable.
99	83	Appendix-I	Exit Clause c) Exit and Transition Support	Since this is not a managed services, please clarify who providing the transition support	No Change, as per RFP
100	115	Annexure - A	DELIVERABLES/SCOPE OF WORK 1. The Service Provider has designed the Cloud reference architecture taking into consideration: a. Type of workload b. Requirements of availability and resiliency c. Security, d. Authentication, Request for proposal for procurement of Cloud Services from Public Cloud Service Providers. Ref: IT-Cloud Solutions/FY:2025-26/RFP/1390 Dated:18/09/2025 Page 116 of 205 e. Performance, f. Operations and management. g. Logical segregation h. definition on unique capabilities of cloud providers i. disaster recovery is in place with different CSP in multiple regions	Since this is not managed services, please clarify who will design the Cloud Architecture?	No Change, as per RFP
101	132	Annexure - D	ESCALATION MATRICS	Since this is not managed services, please clarify whether this clause is applicable	No Change, as per RFP

102	10	4(v)	"Total Contract Price/Project Cost/TCO" means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.	Request SBI team to consider the below modified changes: "Total Contract Price/Project Cost/TCO" means the price payable to Service Provider over the entire period of Contract for the services rendered under full and proper performance of its contractual obligations.	No Change, as per RFP
103	11	7	COST OF BID DOCUMENT: The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.	Request SBI team to consider the below modified changes: The participating Bidders shall bear only the necessary cost as required which is agreed upon by the participating Bidders the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.	No Change, as per RFP
104	13-14	10	EARNEST MONEY DEPOSIT (EMD): i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP. Bidder participating on behalf of more than one CSP need to submit only one EMD. ii. EMD is required to protect the Bank against the risk of Bidder's conduct. iii. The EMD should be directly credited to the designated account, or it should be in form of Bank Guarantee (as prescribed in Appendix-O) issued in favour of State Bank of India by any scheduled commercial bank in India. In case, SBI is the sole banker of the Bidder, a Letter of Comfort from SBI would be acceptable. If EMD is directly credited to designated account, proof of remittance of EMD in the designated account should be enclosed with the technical bid. However, if EMD is in form of Bank Guarantee, scanned copy of original EMD Bank Guarantee should be uploaded on portal of e-Procurement agency along with technical bid. Original EMD Bank Guarantee should be delivered through registered post/courier or given in person to the Bank at the address specified	Request SBI team to consider for the deletion of clause viii and ix and incorporate the modification as suggested below: vi. If any of the participating Bidder backs out from the Bid, then the EMD shall be returned on an as-is-basis to the Bidder within one (1) month from the date of backing out from the bid as it enables the Bidder to recollect the EMD for backing out from the Bid	No Change, as per RFP
105	23	20	POWERS TO VARY OR OMIT WORK: i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound	Request SBI team to consider the below modified changes: i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by the Bank, provided that such direction shall not be unreasonable or cause undue delay to the Bidder's performance. The Bank shall have full powers, subject to the provisions herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. However, the Bank shall not have the right to unreasonably modify or increase the scope of work unless mutually agreed upon. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion. The Bank shall then have the obligation to consider the Bidder's concerns and either modify or withdraw the variation to ensure contract fulfillment. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, and any variation shall only be implemented if both parties mutually agree to any additional costs involved . Any agreed difference in cost occasioned by	No Change, as per RFP
106	24	24	BANK GUARANTEE	Request SBI team to add as 24(iii) on this clause In any case, upon expiration of Performance Bank Guarantee (PBG) or the Agreement, SBI shall return the PBG within 15 days of its expiry. If not, the same shall be deemed to be released and the obligation referred therein or in connection therewith shall stand null and void.	No Change, as per RFP
107	26	27	RIGHT TO VERIFICATION: The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid 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.	Request SBI team to consider the below modified changes: The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document. Any inspection of the Bidder's facility will be conducted upon prior notice and at a mutually agreed time, ensuring minimal disruption to the Bidder's operations. The Bank shall inspect the Bidder's facility, if necessary, to establish to its satisfaction the Bidder's capacity/capabilities to perform the job.	No Change, as per RFP

108	26	28	RIGHT TO AUDIT: i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide	Request SBI team to consider the below modified changes: i. The Selected Bidder (Service Provider) shall be subject to an annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/Software) and services, etc. provided to the Bank. The Service Provider is required to submit such certification by such Auditors to the Bank. <i>The Service Provider shall ensure that any audits are conducted with reasonable prior notice, and the scope of the audit will be limited to areas directly related to the services provided under this Agreement.</i> Service Provider and/or its outsourced agents/sub-contractors (if allowed by the Bank) shall facilitate the audit. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system, and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. <i>The Bank shall bear all costs related to such audits, and any audit-related requests shall be made in a manner that avoids causing unreasonable disruption to the Service Provider's operations.</i> Except for the audit done by the Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice of not less than 7 (seven) days to the Service Provider before such audit and the audit shall be conducted during normal business hours. ii. Where any deficiency has been observed during the audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall	No Change, as per RFP
109	27	29	SUBCONTRACTING: As per the scope of this RFP, sub-contracting is not permitted.	Request SBI team to consider the below modified changes: As per scope of this RFP, sub-contracting is not permitted, <i>except to any to its group companies or affiliates or subsidiaries</i> Further, please confirm, in case of merger or sale of substantial assets of the Bidder to any third party shall be covered under this Clause and the Bidder needs to notify regarding the same to SBI team and execute the Novation Agreement wherein all the terms and conditions as agreed hereunder shall be transferred to the third Party, who shall be under obligation to perform all such services.	No Change, as per RFP
110	27	31	LIMITATION OF LIABILITY	<u>Request SBI team to delete the clause and consider the following language:</u> <i>In no event shall either Party or any of their officers, directors, employees, agents, or subcontractors be held liable to the other party for any loss of data, loss of use, interruption of business or any indirect, special, incidental, punitive or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise, even if such party has been advised of the possibility of such damages;</i> <i>Notwithstanding anything contained in this Agreement, in no event shall either Party's total aggregate liability (whether in contract or in tort or under any other form of liability), howsoever arising or caused, under or in connection with this agreement, regardless of the form of the action or the theory of recovery, exceed the total fees paid by the Client in the preceding twelve (12) months under the relevant statement of work under which the claim arise;</i> <i>Notwithstanding anything to the contrary, the aforesaid maximum liability shall not include the amount of fees paid or payable by the Client for the Services provided by the third party (i.e., Original Equipment Manufacturer). For the purpose of clarity, cloud consumption liability will be as per ender user license agreement accepted by the Client;</i>	No Change, as per RFP
111	29	34(iii)	iii. Service Provider 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 Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.	Request SBI team to consider the below modified changes: Service Provider 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 <i>due to solely attributable to or incurs only due to</i> Service Provider's negligence <i>except in Bank's premises or which does not occur at the Bank's premises</i>. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.	No Change, as per RFP
112	29	34(iv)	iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.	Request SBI team to consider the below modified changes: Service Provider is responsible for <i>such</i> activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours <i>which are only conducted under the directions of the Service Provider</i>	No Change, as per RFP
113	29	34(vi)	vi. Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.	<u>Request SBI team to consider the below modified changes:</u> Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than <i>twenty-four one</i> hours of detection.	No Change, as per RFP

114			INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP: i. For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this RFP, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider. ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP. iii. Subject to below mentioned sub-clause (iv) and (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature	Request SBI to modify the below modified provision: <i>i. Each party will retain its pre-existing Intellectual Property Rights and nothing in this agreement assigns or transfers the pre-existing Intellectual Property Rights of one party to the other. Neither party may assert or bring any claim for ownership of any or all of the other party's pre-existing Intellectual Property Rights.</i> For any technology / Software / solution developed/used/supplied by Service Provider for performing Services or licensing and implementing Software and solution for the Bank as part of this RFP, the Service Provider shall have the right to use as well as the right to license for the outsourced services or third-party products. <i>The Bank acknowledges that certain components may be governed by third-party license terms, and agrees to comply with such third-party EULAs and licensing restrictions as applicable. The Bank shall not be liable for any license or IPR violation on the part of Service provider.</i> ii. The Service Provider shall not, without prior written notice to the Bank, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license <i>that imposes distribution obligations or restricts commercial usage of the combined work. Service Provider shall be permitted to use Open Source components that are industry-standard and do not materially limit the Bank's use of the solution.</i> iii. Subject to below mentioned sub-clauses (iv) and (v) of this RFP, Service Provider shall, at its own expense, <i>and subject to commercially reasonable limitations</i> , indemnify and keep fully and	No Change, as per RFP
115	37-38	40	TERMINATION FOR DEFAULT: The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part: (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank; (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement; (c) Violations of any terms and conditions stipulated in the RFP; (d) On happening of any termination event mentioned in the RFP/Agreement. Prior to providing a written notice of termination to Service Provider under abovementioned sub-clause (i) (a) to (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.	Request SBI team to consider the below modified changes: i. The Bank may, without prejudice to any other remedy for <i>material</i> breach of the Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part <i>only in the event of a material breach solely and directly attributable</i> to the Service Provider, as specified below: <i>(a) If the Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank; If the Service Provider materially fails to meet its key deliverables under the Agreement despite being provided an opportunity to cure such failure in accordance with the below provision;</i> <i>(b) If the Service Provider fails to perform any other obligation(s) under the RFP/Agreement; If the Service Provider is in non-compliance of its obligations under the Agreement, and such non-compliance has a direct adverse impact on the Bank's operations or regulatory compliance requirements ;</i> <i>(c) Violations of any terms and conditions stipulated in the RFP;</i> (d) On happening of any termination event mentioned in the RFP/Agreement, <i>limited to those expressly stated as termination triggers attributable to the Service Provider.</i> Prior to providing a written notice of termination under sub-clauses (i)(a) (b) and (d), the Bank shall provide the Service Provider with a written notice of 30 (thirty) days ("<i>Cure Period</i>") to cure such breach. <i>Termination may only be initiated if the breach remains uncured beyond the Cure Period and is determined to be material in nature.</i> vi. In the event of failure of the Service Provider to render the Services,	No Change, as per RFP
116	38-39	41	FORCE MAJEURE:	Request SBI team to consider the below addition: <i>"Nevertheless, the Client shall be obligated to pay the Service Provider for the Services provided by the Service Provider up to the date of occurrence of a Force Majeure event. "</i>	No Change, as per RFP
117	39	42	TERMINATION FOR INSOLVENCY: The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.	Request SBI team to consider the below modifications: The Bank may, at any time, terminate the Contract by giving <i>prior</i> written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, <i>the Client shall pay to the Services Provider all the amounts due for the services availed by the Client</i> termination will be without compensation to Service Provider , provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue <i>by either Party</i> thereafter to the Bank.	No Change, as per RFP
118	39	43	TERMINATION FOR CONVENIENCE: i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).	<u>Request SBI team to consider delete clause 46 (i) in its entirety and replace with the following:</u> <i>Either Party may terminate the Agreement for convenience by providing sixty (60) days written notice to the other Party.</i>	No Change, as per RFP
119	40	47(ii)	ii. Prices quoted should be exclusive of GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted.. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (Appendix- F).	Request SBI team to confirm that any additional expenses including travelling, accommodation expenses, etc. incurred by the Service Provider associated with the Services shall be reimbursed by the Client to the extent they are pre-approved by Client.	No Change, as per RFP
120	92	Appendix- K 1.2.9	The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.	Request SBI to amend the clause as <i>"The terms not defined in this agreement shall be understood in technical sense in accordance with the industrial practices."</i>	No Change, as per RFP
121	92	Appendix-K 1.3.2	This Agreement shall be in force for a period of ____ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.	<u>Request SBI team to consider the below modified changes:</u> This Agreement shall be in force for a period of ____ year(s) from Effective Date, unless terminated by <i>the either Party</i> Bank by notice in writing in accordance with the termination clauses of this Agreement.	No Change, as per RFP

122	92	Appendix-K 3.1.1	Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.	<u>Request SBI team to consider the below modified changes:</u> Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax deducted at source (TDS) thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.	No Change, as per RFP
123	93	Appendix-K 3.4.2	The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.	<u>Request SBI team to consider the below modified changes:</u> The Bank may withhold payment of any product/services that it disputes in good faith, provided, however, that such disputes are raised by the Bank within 15 days from the date of receipt of invoice. If no dispute is raised by the Bank within 15 days, the invoice shall be deemed to undisputed. Further, Bank may set-off penalty amount or any other amount which is mutually agreed between the Parties Service Provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider, for reasons solely attributable to Service Provider, shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.	No Change, as per RFP
124	94	Appendix-K 3.5	Bank Guarantee and Penalties	<u>Request SBI team to add the following clause:</u> "The total aggregate penalty under the Agreement shall not exceed 5% of total contract value."	No Change, as per RFP
125	98	Appendix-K 5.2.7	Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.	<u>Request SBI team to consider the below modified changes:</u> Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct (within the local area of such city) only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.	No Change, as per RFP
126	98	Appendix-K 5.2.1	Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.	<u>Request SBI team to consider the below modified changes:</u> Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, as mutually agreed between the Parties in the respective SOWs executed under this Agreement .	No Change, as per RFP
127	98	Appendix-K 5.2.5	Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.	<u>Request SBI team to consider the below modified changes:</u> Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested during the term of the Agreement .	No Change, as per RFP
128	99	Appendix-K 5.2.9	During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.	<u>Request SBI team to consider the below modified changes:</u> During the Warranty Period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, for reasons solely attributable to Service Provider, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished only in such case where the Service Provider has defaulted and not render services or product as per the instructions of the SBI. In such case, Service Provider shall without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank replace or repair the software .	No Change, as per RFP

129	99	Appendix-K 6	Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (If allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.	Request SBI team to consider the below modified changes: Service Provider agrees and hereby keeps the Bank indemnified and hold harmless against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may directly suffer or incur on account of (i) Services Provider's material breach of its warranties, covenants, responsibilities, declarations or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (If allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank. However, all indemnities, if any, arising out of or in relation to this Agreement can be brought against Service Provider within 2 years from the date of termination of this Agreement. SBI agrees to indemnify Service Provider on demand losses, damages, against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the hardware, software and/or any other product provided by SBI infringes the intellectual property rights (including without limitation any patent, copyright, registered design, design right or trademark) of any third party.	No Change, as per RFP
130	99	Appendix-K 6	General Indemnity (request SBI to add 6.3 as an additional clause)	Request SBI team to consider the below modified changes: "If Bank (or its associate or other user) becomes aware of any third party claim as described above or any matter or event which might give rise to such claim being made against it or the Service Provider or its associates, officers, employees and/or agents and authorised representatives it shall (a) procure that notice of such third party claim is promptly given to the Service Provider and (b) not make (or, as appropriate, shall co-operate to procure that any other user or associate shall not make) any admission of liability, agreement or compromise with any person, body or authority in relation to any such third party claim without obtaining the Service Provider's prior written consent. The Service Provider shall at its own cost be entitled to defend any such claim and take all such actions as may be required in respect thereof at its sole discretion. The Bank shall not settle any such claim without the consent of the Service Provider. The aforesaid shall prevail over and supersede any other provision relating to third party IPR claims wherever contained"	No Change, as per RFP
131	100	Appendix-K 9	LIQUIDATED DAMAGES: If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to ____% of total Project cost for delay of each week or part thereof maximum up to ____% of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	Request SBI team to consider the following modifications: If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5 % of the relevant milestone for which there is a failure or delay or defaults of total-Project cost-for-delay of each week or part thereof maximum up to 5.0 % of total Project cost of the relevant milestone in which the default/delay has occurred .Once the maximum deduction is reached, the Bank may consider termination of the Agreement. Further, the Bank shall not invoke such right without providing an opportunity of representation to the Bidder/ Service Provider.	No Change, as per RFP
132	101	Appendix-K 11	SUB CONTRACTING As per the scope of this Agreement, sub-contracting is not permitted.	Request SBI team to consider the below modified changes: As per scope of this RFP, sub-contracting is not permitted, except to any to its group companies or affiliates or subsidiaries Futher, please confirm, in case of merger or sale of substantial assets of the Bidder to any third party shall be covered under this Clause and the Bidder needs to notify regarding the same to SBI team and execute the Novation Agreement wherein all the terms and conditions as agreed hereunder shall be transferred to the third Party, who shall be under obligation to perform all such services.	No Change, as per RFP
133		Appendix-K 12	INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP: i. For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this RFP, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider. ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP. iii. Subject to below mentioned sub-clause (iv) and (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature	Request SBI to modify the below modified provision: i. Each party will retain its pre-existing Intellectual Property Rights and nothing in this agreement assigns or transfers the pre-existing Intellectual Property Rights of one party to the other. Neither party may assert or bring any claim for ownership of any or all of the other party's pre-existing Intellectual Property Rights. For any technology / Software / solution developed/used/supplied by Service Provider for performing Services or licensing and implementing Software and solution for the Bank as part of this RFP, the Service Provider shall have the right to use as well as the right to license for the outsourced services or third-party products. The Bank acknowledges that certain components may be governed by third-party license terms, and agrees to comply with such third-party EULAs and licensing restrictions as applicable. The Bank shall not be liable for any license or IPR violation on the part of Service provider. ii. The Service Provider shall not, without prior written notice to the Bank, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license that imposes distribution obligations or restricts commercial usage of the combined work. Service Provider shall be permitted to use Open Source components that are industry-standard and do not materially limit the Bank's use of the solution. iii. Subject to below mentioned sub-clauses (iv) and (v) of this RFP, Service Provider shall, at its own expense, and subject to commercially reasonable limitations , indemnify and keep fully and	No Change, as per RFP

134	104	Appendix-K 13	13.1 It is agreed by and between the parties that Service Provider shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and Service Provider shall submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide	Request SBI team to consider the below modified changes: i. It is agreed by and between the parties that Service Provider shall be subject to an annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/Software) and services, etc. provided to the Bank. The Service Provider is required to submit such certification by such Auditors to the Bank. <i>The Service Provider shall ensure that any audits are conducted with reasonable prior notice, and the scope of the audit will be limited to areas directly related to the services provided under this Agreement.</i> Service Provider and/or its outsourced agents/sub-contractors (if allowed by the Bank) shall facilitate the audit. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system, and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. <i>The Bank shall bear all costs related to such audits, and any audit-related requests shall be made in a manner that avoids causing unreasonable disruption to the Service Provider's operations.</i> Except for the audit done by the Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice of not less than 7 (seven) days to the Service Provider before such audit and the audit shall be conducted during normal business hours. ii. Where any deficiency has been observed during the audit of the Service Provider on the risk parameters finalized by the Bank or in the	No Change, as per RFP
135	104	Appendix-K 14.12	CONFIDENTIALITY 14.12 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.	<u>Request SBI team to consider the below modified changes:</u> The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of <i>two (2) five (5)</i> years thereafter <i>termination/ expiry of this Agreement</i> provided Confidentiality Obligations with <i>respect to individually identifiable information- customer's data of Parties or</i> software in human-readable form (e.g., source code) shall survive in perpetuity.	No Change, as per RFP
136	107	Appendix-K 15.1	Service Provider 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.	Request SBI team to consider the below modified changes: Service Provider 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 and copyrights <i>solely developed under this Agreement and exclusively for the Bank, excluding any background intellectual property, pre-existing materials, or third-party software components.</i> Any such work made under this Agreement shall be deemed to be 'work made for hire' to the extent permitted by applicable law.	No Change, as per RFP
137	107	Appendix-K 15.2	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, Service Provider shall hold All Intellectual Property rights in any pre-built software per se, except for those which have been assigned under this Agreement.	Request SBI team to consider the below modified changes: The Intellectual Property Rights on the Software Code, copyright, and source code <i>developed specifically for the Bank as part of the Deliverables under this Agreement</i> , and any other component/framework/middleware used/developed as pre-built software assets to deliver the solution, shall belong to the Bank. However, Service Provider shall retain all Intellectual Property Rights in any pre-built software, proprietary tools, or components <i>not specifically assigned under this Agreement</i> , and the Bank shall be granted a non-exclusive, perpetual, and irrevocable license to use such components as required to operate the delivered solution.	No Change, as per RFP
138	108	Appendix-K 16.2	16.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	<u>Request SBI team to consider the below modified changes:</u> <i>Either Party The Bank</i> , by written notice of not less than 90 (ninety) days, 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 <i>either Party's Bank's</i> convenience, the extent to which <i>either party has not fulfilled its obligations under this Agreement due to which performance-of-the-Service-Provider-under-</i> the contract is terminated, and the date upon which such termination becomes effective. In the event of termination of the Agreement for the <i>either Party's Bank's</i> -convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.	No Change, as per RFP
139	108	Appendix-K 16.4	16.4 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20. Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.	<u>Request SBI team to consider the below modified changes:</u> In the event the Bank terminates the Agreement in whole or in part for the breaches <i>solely</i> attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, <i>Services similar to those undelivered and subject to clause 21 Service Provider shall be liable to the Bank for any increase in costs for such similar Services.</i> However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.	No Change, as per RFP
140	108	Appendix-K 16.4 (iii)	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 employees.	<u>Request SBI to amend the clause as</u> "If any <i>willful</i> acts of commission or <i>willful</i> 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 employees."	No Change, as per RFP
141	108	Appendix-K 16.8	Request SBI to add 16.8 as an additional clause	<u>Request SBI team to consider addition of below clause:</u> <i>"The Service Provider shall have the right to terminate the Agreement in the event of any material breach of its obligation(s) hereunder by the Bank and such breach is not remedied by the Bank within thirty (30) days of a written notice issued by the Service Provider."</i>	No Change, as per RFP

142	109	Appendix-K 17.2	17.2 Service Provider shall continue work under the Contract during the dispute resolution proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.	<u>Request SBI team to consider the below modified changes in the clause mentioned in EOI for the purpose of this RFP.</u> <i>Either Party</i> shall continue fulfill its obligations work under the Contract during the dispute resolution proceedings unless otherwise <i>directed-by-the-Bank -mutually agreed for discontinuations of service</i> or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.	No Change, as per RFP
143	111	Appendix-K 20	20. LIMITATION OF LIABILITY	Request SBI team to delete the clause and consider the following language: <i>In no event shall either Party or any of their officers, directors, employees, agents, or subcontractors be held liable to the other party for any loss of data, loss of use, interruption of business or any indirect, special, incidental, punitive or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise, even if such party has been advised of the possibility of such damages;</i> <i>Notwithstanding anything contained in this Agreement, in no event shall either Party's total aggregate liability (whether in contract or in tort or under any other form of liability), howsoever arising or caused, under or in connection with this agreement, regardless of the form of the action or the theory of recovery, exceed the total fees paid by the Client in the preceding twelve (12) months under the relevant statement of work under which the claim arise;</i> <i>Notwithstanding anything to the contrary, the aforesaid maximum liability shall not include the amount of fees paid or payable by the Client for the Services provided by the third party (i.e., Original Equipment Manufacturer). For the purpose of clarity, cloud consumption liability will be as per end user license agreement accepted by the Client;</i>	No Change, as per RFP
144	112	Appendix-K 21	Force Majeure	Request SBI team to consider the below addition: <i>"Nevertheless, the Client shall be obligated to pay the Service Provider for the Services provided by the Service Provider up to the date of occurrence of a Force Majeure event. "</i>	No Change, as per RFP
145	110	Appendix-K 18	18.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the	<u>Request SBI team to consider the below modified changes:</u> i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by the Bank, <i>provided that such direction shall not be unreasonable or cause undue delay to the Bidder's performance.</i> The Bank shall have full powers, subject to the provisions herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. <i>However, the Bank shall not have the right to unreasonably modify or increase the scope of work unless mutually agreed upon.</i> The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion. <i>The Bank shall then have the obligation to consider the Bidder's concerns and either modify or withdraw the variation to ensure contract fulfillment.</i> The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, <i>and any variation shall only be implemented if both parties mutually agree to any additional costs involved</i> . Any agreed difference in cost occasioned by	No Change, as per RFP
146		Appendix- K		<i>SBI to note that the OEM terms are a flow down mandate which is mandatory to be passed to the end customer.</i> <i>EULA shall mean the policy/ terms of use of any third party who may be a vendor, supplier or service provider providing software, products or technology used in the Services;</i> <i>The Client understands that the Service Provider may procure some portion or the entire Services from third party/ies, therefore, Client shall be bound by the EULA and Client expressly and unconditionally agrees to the same.</i> <i>Client shall utilize the Services in accordance with the EULA. The existing EULA as applicable to the end customer will be provided in the relevant statement of Work/ this clause as applicable and the terms of which may be updated from time to time by the respected third party on their website.</i>	No Change, as per RFP
147	50	7	Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India in BFSI/PSU/Govt. segment. (Start and End Date of the Project to be mentioned) in the past (At least 2 client reference is required) Bidder should specifically confirm on their letter head in this regard as per Appendix-M	With reference to the requirement under Clause 7 – Client references and contact details (Appendix-M), we would like to seek clarification. As per the Eligibility Criteria mentioned at Sl. No. 3 to 5 in the table, it has been specifically stated that the requirement of "Sl. No.5. Bidder should have experience of minimum 3 years in providing the IT Services" stands relaxed for Startup vendors, subject to their meeting quality and technical specifications. In this context, the present requirement of providing at least two client references (with project start and end dates) from BFSI/PSU/Government segment appears to be overlapping with the stated relaxation for Startups. Since Startups, by definition, may not have such prior references due to their exemption from experience criteria, we request clarification on the following points: 1. Whether Startup bidders are also exempted/relaxed from the requirement of providing client references under Clause 7. 2. If not, how the relaxation on experience would be practically applicable, as both conditions seem contradictory. We kindly request your guidance and confirmation on the above so that Startup bidders may comply with the tender requirements appropriately.	No Change, as per RFP
148	58	Appendix E 2 v	The bank is having hybrid cloud setup with Microsoft Azure with Enterprise Agreement (EA) and CSP subscriptions, in case of change of partner, the L1 bidder has to migrate the existing Enterprise Agreement (EA) and CSP subscriptions without any cost to bank.	Does this include migrating cloud infrastructure inventory of multiple CSP to the chosen CSP or only License	No Change, as per RFP

149	55	Appendix E 1 v	The OEM has to provide 24 x 7 support for all the calendar days of year to resolve issues related to Public Cloud infrastructure.	Is Partner Manged services Support required	No Change, as per RFP Managed Service support is not under the scope of this RFP.
150	8	2. INVITATION TO BID	This Request for Proposal (RFP) has been issued by the Bank on behalf of SGB and the Bank sponsored Regional Rural Banks (RRBs) for procurement of Enterprise Subscription from Cloud Service Provider (CSP) i.e., Microsoft Azure Cloud, Amazon Web Services (AWS), Google Cloud Platform (GCP) and Oracle Cloud Infrastructure (OCI).	RFP Main Title is Request for proposal for procurement of Cloud Services from Public Cloud Service Providers, and here it is mentioned as Procurement of Enterprise Subscription . Kindly correct.	Please refer Corrigendum No. 1
151	46 To 203	All the Appendixes & Annexures	APPENDIX-A, APPENDIX-B, APPENDIX-C, APPENDIX-D, APPENDIX-E, APPENDIX-E1, APPENDIX-F, APPENDIX-G, APPENDIX-H, APPENDIX-I, APPENDIX-J, ANNEXURE-A, ANNEXURE-B, ANNEXURE-C, ANNEXURE-D, ANNEXURE-E, ANNEXURE-F, ANNEXURE-G, ANNEXURE-H, APPENDIX-K, APPENDIX-L, APPENDIX-M, APPENDIX-N, APPENDIX-O, APPENDIX-P, and APPENDIX-Q	We request you to please, explicitly mention which Appendix/Annexure is required on Bidder/MSP Letter head and which is required on CSP Letter Head. This will ensure the smoother compliance documentation.	All the Appendix/Annexure as required on Bidder's letterhead except MAF i.e. Appendix R
152	50	Eligibility Criteria	7. Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India in BFSI/PSU/Govt. segment. (Start and End Date of the Project to be mentioned) in the past (At least 2 client reference is required)	As per our understanding Ongoing Projects (Achieved Go Live Phase) of Cloud Services will be also considered? For this eligibility Criteria.	No Change, as per RFP
153	51	Eligibility Criteria	11. The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for support center remain applicable.	We request for amendment in this clause. As a bidder/MSP ensure the compliance to Support Center and level 3 escalation (highest), because bidder/MSP is the providing the Authorized's CSP Services. Hence, we request to please also allow MSP support center and level 3 escalations. Kindly amend the clause as:- 11. The bidder, if participating as Channel Partner of any OEM, then OEM/ MSP/Bidder should have a support center and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for support center remain applicable.	No Change, as per RFP
154	72	APPENDIX-F	Indicative Price Bid : The Indicative Price Bid needs to contain the information listed hereunder and needs to be submitted on portal of e-Procurement agency.	As per our understanding this needs to be submitted in Financial Bid Or will it be part of Technical Bid?	No Change, as per RFP. This will be part of financial bid submitted alongwith technical bid.
155	72	Appendix -F	Indicative Price Bid	Request to kindly provide the BOQ/BOM. Additionally please provision to Quote Managed Services Charges & Migration Charges.	No Change, as per RFP Managed Service support is not under the scope of this RFP.
156	74	Appendix - G	Certificate of Local Content	CSP provide Local Content on their Standard Format by CA or Statutory Auditor. We request you to also accept CSP standard Format for Local Content Declaration.	No Change, as per RFP
157	85	Appendix-J Service Level Agreement	ANNEXURE-B ANNEXURE-C ANNEXURE-H	Its Showing "ERROR! BOOKMARK NOT DEFINED" - Kindly Provide the Correct Page No. of these Annexures.	The same can be ignored.
158	148 & 185	Data Processing Agreement	ANNEXURE-G APPENDIX-P	Both the document seems same. Only the difference is, one is Annexure and second one is Appendix. Please help with Clarity. Additionally please clarify, is it required on CSP Letter Head OR Bidder/MSP Letter head.	No change as per RFP. Both the documents are same. Bidder to submit Annexure-G while signing the SLA.
159	204	Appendix - R	MANUFACTURERS' AUTHORIZATION FORM	CSP provide Authorization on their Standard Format. We request you to also accept CSP standard Format Authorizations.	No Change, as per RFP
160	NA	General Query	General Query	Will the OEM support plans also be part of the discount to be quoted in the RFP.	No change as per RFP. The billing will be applicable for services which are consumed on a CSP platform
161	NA	NA	General Query	There is no Bill of Quantities mentioned in the RFP, requesting the department to share a BOQ of the services the bank plans to procure and discover the discount percentages.	No Change, as per RFP There is no specific BoQ. Discount is to be quoted considering bank may choose to deploy any of the services as per requirement.
162	124	Annexure-A -	b. Deployment Models: i. Private Cloud ii. Public Cloud iii. Hybrid Cloud iv. Community Cloud v. Multi Cloud	The hyperscaler CSP's provide Public cloud, hybrid cloud and multi cloud models. Community cloud is not provided by the four CSP's asked in the RFP. Please delete it.	No change as per RFP.
163	17	PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):	Four separate Reverse Auctions will be conducted separately for each of the four CSP.	Once all the 4 CSP's are empanelled with their respective partners how will be the workload distributed and awarded to them? Please clarify	No Change, as per RFP Bank has the freedom to choose any of the CSP platform as per the requirement of applications. There is no pre defined distribution of workload.
164	NA	General Query	Marketplace	Will the Marketplace be part of the discount being discovered.	No Change, as per RFP
165	NA	General Query	General Query	As cloud billing is based on consumption, how will the bank determine the total contract value for calculating the BG?	Please refer Corrigendum No. 1

166	99	6. GENERAL INDEMNITY	6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (If allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank. 6.2 Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring	We request to amend the clause as per below highlighted part, making it mutual in nature: 6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (If allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank, provided that such cooperation does not materially prejudice the Service Provider's obligations or rights under this Agreement. 6.2 Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work. Further, the Bank shall indemnify and hold the Service Provider harmless against any losses, claims, damages, or expenses arising out of the Bank's breach of its obligations under this Agreement or from reliance on materials, data, or instructions provided by the Bank.	No Change, as per RFP	
167	148	ANNEXURE-G	Data Processing Agreement	We request clarification on the proposed data processing structure. Since the services being provided under this RFP relate to Cloud Service Provider (CSP) i.e., Microsoft Azure Cloud, Amazon Web Services (AWS), Google Cloud Platform (GCP) and Oracle Cloud Infrastructure (OCI) will function as the "Processor" of SBI's data. The Bidder's role is limited to facilitation, support, and coordination, without direct access to or processing of personal data. Accordingly, we request that the DPA be modified to appropriately reflect the Bidder's role, ensuring that the Processor obligations are placed on the actual entity performing the processing.	No Change, as per RFP	
168	NA	NA	General Query	In the RFP, there is no mention of managed services from the bidder. As bidders, we are the MSP's of the CSP's having our own support teams which provide support 24x7 to the clients. Requesting the bank to include and explore the managed service percentage as well.	No Change, as per RFP Managed Service support is not under the scope of this RFP.	
169	NA	Appendix-E	General Query	Is SBI expecting 24x7 L1/L2/L3 support from the bidder, or will CSP's own support channels (like GCP Premier Support, Azure Premier Support) suffice?	CSP's own support channels.	
170	NA	NA	General Query	As Operating System (OS) and Database licenses are generally offered by CSPs at standard list prices without scope for partner discounts, we request the Bank to consider excluding these components from the discounting requirements and evaluate them at actual CSP published rates.	No Change, as per RFP	
171	Page No - 49	Appendix-B (Bidder's Eligibility Criteria)	"The Bidder must have an average turnover of minimum Rs. 50 crore during last 03 (three) financial year(s) i.e. FY21-22, FY22-23 and FY23-24. Copy of the audited financial statement for required financial years."	In reference to the clause seeking turnover details for FY 2021-22, FY 2022-23, and FY 2023-24, we respectfully submit that the most recent financial year, FY 2024-25, has already concluded and may also be considered. Most bidders would now have their audited financials available, and in cases where the audit is pending, the department could allow provisional balance sheets certified by a Chartered Accountant. Including FY 2024-25 will provide a more current financial assessment and encourage wider participation of eligible bidders.	Please refer Corrigendum No. 1	
172	11		6	6	If one OEM is directly participating and others not then how this clause need to be addressed	No change as per RFP.
173	11		6	6	If one OEM is directly participating and others not then how this clause need to be addressed	No change as per RFP.
174	55				Does this scope include any migration of application and data from existing infrastructure. Additionally, Please confirm the scope for Managed services.	No Change, as per RFP Managed Service support is not under the scope of this RFP.
175	55	Appendix-E	Appendix-E		Kindly share the details of the existing inventory and consumption, including current resources and services in use.	No Change, as per RFP The Bank is currently in the early stages of its cloud adoption journey, and as such, comprehensive inventory and consumption data is not yet fully available
176	56	Appendix-E	Appendix-E		Please specify what type of support is expected from the bidder	No Change, as per RFP The Bank should be able to connect to the cloud through internet and express route/leased line
177	56	Appendix-E	Appendix-E		Please specify if OEM is a CSP or MSP	No Change, as per RFP In the context of this RFP, the CSP is considered the OEM
178	57	Appendix-E	Appendix-E		Remediation of security incidents will be subject to Bank approval and may be require additional efforts, change requests, and any incremental costs for AWS or third-party services.	No Change, as per RFP
179	57	Appendix-E	Appendix-E		Please specify the number of training days required and the expected duration per training day.	No Change, as per RFP
180	58	Appendix-E	Appendix-E		Is the required uptime percentage related to infrastructure uptime for AWS services or is it intended for compliance.	No Change, as per RFP Given uptime is for all CSPs
181	24	Services-25	Services-25		Kindly specify the products name and functionality along with detailed scope expected from the partner to get delivered	No Change, as per RFP The clause refers to all products and services provided by the Cloud Service Provider (CSP) as part of their own native cloud platform offerings
182	59	13-Security Requirements	13-Security Requirements		Kindly provide the existing security products that installed and their tech specifications	No Change, as per RFP List of existing security products shall be shared with successful bidder, if required.
183	73	Clause 1	Clause 1		Pls allow bidders to table rate card based on the CSP & industry best practice	No Change, as per RFP
184	73	Clause 1	Clause 1		Offering a single, universal discount in the cloud is impractical due to several variables: evolving SKUs and services during the contract period, diverse measurement metrics (e.g., vCPU vs. API calls), varied licensing policies (consumption vs. subscription), and the inclusion of platform/consulting services like Cloud Run or Compromise Assessments. Discount will be calculated using the rate card, considering the product or service category and your consumption	No Change, as per RFP

185	72			Are there any specific tools or platforms mandated for billing, monitoring, reporting, or SIEM (Security Information and Event Management)?	No Change, as per RFP No specific tools or platforms is mandated by the Bank for billing, monitoring, reporting, or SIEM (Security Information and Event Management). However, Cloud Service Providers (CSPs) are expected to have robust mechanisms in place to ensure the security posture of any third-party solutions integrated into their environment — including tools used for monitoring, dashboards, ticketing solutions, billing, or SIEM
		Point no 49	Point no 49		
186	38			How will multi-cloud orchestration be handled? Are there any preferred tools or frameworks?	No Change, as per RFP There is no specific tool or framework mandated by the Bank for multi-cloud orchestration. However, the selected bidder is expected to have a secure, auditable, and policy-compliant orchestration framework in place that ensures effective governance across all participating Cloud Service Providers (CSPs).
		Point no 38	Point no 38		
187	58			Is a centralized Cloud Management Platform (CMP) expected for unified governance across all four Cloud Service Providers (CSPs)?	No Change, as per RFP
		Point no 12	Point no 12		
188	115			Are there specific data classification tiers (e.g., confidential, restricted) that must be mapped to different cloud services or regions within India?	No Change, as per RFP No such classification exists.
		Point No 7	Point No 7		
189	69			Will the bidder need to integrate with SBI's existing DevOps pipelines? Is there a requirement to provide Infrastructure-as-Code (IaC) capabilities for provisioning?	No Change, as per RFP Bidder's scope is limited to billing purpose only. No Managed services is involved.
		Point No 38	Point No 38		
190	Page 75	Appendix-G	Appendix-G		No Change, as per RFP
191	Page 76	Certificate of Local Content	Certificate of Local Content	Certificate from the statutory auditor or cost auditor practicing chartered accountant of the company (in case of companies)	No Change, as per RFP
192	Page 172	PRE CONTRACT INTEGRITY PACT	PRE CONTRACT INTEGRITY PACT	Please confirm Stamp paper value	No Change, as per RFP Stamp paper value is Rs 500
193	Page 177	PRE CONTRACT INTEGRITY PACT	PRE CONTRACT INTEGRITY PACT	Please remove	No Change, as per RFP
194	Page 3	EMD	EMD	Please allow for DD	No Change, as per RFP
195	Page 50			Our Partnership process with Oracle is started but it will take another 45 days to provide MAF for Oracle cloud infrastructure.what alternate document can we submit.	No Change, as per RFP. MAF should be submitted within bid submission date.
		Point 8	Point 8		
196	Page 4	Point 13	Point 13	Can the BG be renewed every year for 3% of the annual cost?	No Change, as per RFP.
197	50			Would the Bank also consider global references for projects of similar or larger scale and complexity, especially where such projects demonstrate best practices, regulatory compliance, and innovation relevant to the Indian BFSI sector? This would help us present a comprehensive view of our capabilities and global delivery excellence	No Change, as per RFP.
		Point No 7	Client references and contact details (email)		
198	52			In addition to Indian project experience, can we include details of our global certifications, awards, and recognitions (such as ISO, PCI-DSS, SOC2, etc.) and their relevance to the Bank's requirements? This would demonstrate our ability to deliver secure, compliant, and innovative cloud solutions worldwide.	No Change, as per RFP.
		Point 11	Audit, Certification & Compliance: • All OEM		
199	57			Please share if SBI has any particular cloud preferences , in future SBI is looking for multicloud or single public cloud platform.	No Change, as per RFP.
		Point 2	Description of Deliverables (It is mentioned		
200	55-56			Would the Bank be open to considering our global delivery models, Centers of Excellence, and international cloud migration/management experience as part of our technical response, to illustrate how we can bring global best practices and resources to the Indian engagement?	No Change, as per RFP.
		Point 1	Description of Services		
201	55-56			Given the RFP's emphasis on scalability, security, and regulatory compliance (Appendix-E, Scope of Work), can we highlight our experience in delivering multi-region or hybrid cloud solutions for global BFSI clients	No Change, as per RFP.
		Point 1	Description of Services		
202	57			In Appendix E ,The RFP mentions migration of existing Enterprise Agreement (EA) and CSP subscriptions. Can the Bank provide details on the current cloud landscape, and whether there are any preferred tools or partners for migration?	No Change, as per RFP Migration scope includes only change of billing partner.
		Point 2	Description of Deliverables		
203	65		Whether Public Cloud Provider is using any open source or free software in their environment. If yes, whether processes are in place for closure of vulnerabilities & regular/timely patching for such software	The RFP asks for disclosure and patching of open-source software. Are there any restrictions on the use of open-source or third-party components in the proposed solution, and does the Bank require prior approval for such components?	No Change, as per RFP There are no restrictions on open-source or third-party components; disclosure and timely patching of such software are required
		Point 29			
204	55-56			Is the Bank open to proposals for value-added services (such as managed security, advanced analytics, or AI/ML accelerators) beyond the minimum scope, and if so, should these be included in the technical or commercial bid?	No Change, as per RFP Managed Service support is not under the scope of this RFP.
		Point 1	Description of Services		
205	Generic			Can we consider minimum volume in terms of Usage and price for cloud services ?	No Change, as per RFP There is no minimum volume in terms of Usage and price. Bank may consume services as per requirement.
206	55-56			For services procured via the cloud marketplace, should billing be consolidated with the main cloud invoice, or does the Bank require separate separate invoicing for marketplace items?	No Change, as per RFP Marketplace service charges should be consolidated with the main cloud invoice, clearly itemized or marked for transparency.
		Point 1	Description of Services -Consume services as		
207	3			We would request department to kindly modify the clause as: "Earnest Money Deposit" Rs. 10,00,000/- Justification: As per the existing EMD, the value of the Order should be about 25 CR while as you have given visibility of only 10/12 lakhs per month which will be about 7.2 Cr in 5 years and thus please reduce this EMD to 10Lakh."	Please refer Corrigendum No. 1
		1. Schedule of Events	Rs. 45,00,000/-		

208	11			i. The bidder must participate on behalf of minimum one CSP to be eligible. Bidders may choose to participate on behalf of more than one CSP. The bidders should have a direct contractual relationship with respective public cloud OEMs (AWS, Azure, GCP, OCI) for support, billing and invoicing purposes Eligibility & Technical Criteria	We would request department to kindly modify the clause as: "i. The bidder must participate on behalf of one CSP only and should be Managed and Advance Specialist partner designated in Cloud services to be eligible. Bidder must be partner with the CSP for at least 5 years with respective public cloud OEMs (AWS, Azure, GCP, OCI) for support, billing and invoicing purposes." Justification: Only managed and Advance specialist cloud partners would be able to provide you CSP support as they have dedicated solution architect provided by CSP and this will help SBI in getting better services and more over every CSP had different pricing policies which is available only to advance partners.	No Change, as per RFP Managed Service support is not under the scope of this RFP.
209	20	AWARD CRITERIA AND AWARD OF CONTRACT: i. Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)	Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.	Among all qualified bids, the Highest discount bid (as quoted in reverse auction) will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1. Justification: as the bid is based on highest discount	No Change, as per RFP	
210	50	Appendix-B: Bidder's Eligibility Criteria	5. Bidder should have experience of minimum 3 years in providing the IT Services.	We would request department to kindly modify the clause as: "Bidder should have experience of minimum 3 years in providing the cloud Services to Central Government / State Gov."	No Change, as per RFP	
211	57	Appendix-E: Scope of Work and Payment Schedule	1. Description of Services: Billing should be on Pay-as-you-go (Hourly) basis, 1-year Reserved Instance and 3-year Reserved Instance basis.	We would request department to kindly modify the clause as: " Billing should be on Pay-as-you-go (Hourly) basis. Justification: There are no additional discounts available for Reserved Instances (RI) in this scenario. Retaining RI would prevent the department from benefiting from any potential discounts on Pay-as-you-go instances. Moreover, Managed Service Providers (MSPs) are unable to offer further discounts beyond the already reduced RI pricing. Therefore, to ensure flexibility and maximize cost efficiency, RI should be removed and billing should be shifted to a Pay-as-you-go (hourly) basis.	No Change, as per RFP	
212	58	Appendix-E: Scope of Work and Payment Schedule	2. Description of Deliverables: V. The bank is having hybrid cloud setup with Microsoft Azure with Enterprise Agreement (EA) and CSP subscriptions, in case of change of partner, the L1 bidder has to migrate the existing Enterprise Agreement (EA) and CSP subscriptions without any cost to bank.	We would request department to kindly share the details: Please provide the EA agreement and the existing workload so that one can understand that the cost of migration can be estimated and adjusted in the discount	No Change, as per RFP Will be shared with L1 bidder discovered in Reverse Auction	
213	58		Bank should be able to use all the third-party components available on the marketplace. The marketplace bill will be part of monthly billing.	"We would like to inform you that the Bank can use third-party components available on the Marketplace; however, discounts will not apply to Marketplace products, as OEMs do not provide any discounts on them."	No Change, as per RFP	
214	72	3. Third-Party Components	Type of Services/Item: Monthly discounted price in percentage on bill of Microsoft Azure **	We would request department to kindly modify the clause as: "Monthly discounted price in percentage on Pay-As-You-Go (PAYG) pricing Model bill of Microsoft Azure ** Justification: For the 1-year and 3-years Reserve instances (RI), the OEM provides a fixed upfront discounted price, which would not attract addition discount.	No Change, as per RFP	
215	79	Appendix - I Other terms and Penalties	Microsoft Azure (Support Plan – Enterprise Support)	We would like to inform the department that the Microsoft Azure (Support Plan-Enterprise Support) comes with a cost & thus SBI will have to pay the cost as per ticket which is US\$135 per ticket per hour.	No Change, as per RFP	