

Response to Queries for RFP reference IT/Infra/2019/FMS_DC_NW					
Sr.	Document	# Page	RFP Clause	Query	SBI Life Response
1	Annex-1 Eligibility Criteria	1	The bidder should have been in this business for a period of more than 5 years as on 1st Jan 2019. The Bidder should have minimum 5 years of experience to maintain and provide FMS support as per scope of Work.	The bidder/bidder's parent company of which the bidder is a wholly owned subsidiary should have been in this business for a period of more than 3 years as on 1st Jan 2019. The Bidder should have minimum 3 years of experience to maintain and provide FMS support as per scope of Work.	Parent company should be in business for a period of more than 5 years as on 1st Jan 2019. The Bidder should have minimum 3 years of experience to maintain and provide FMS support as per scope of Work.
2	Annex-1 Eligibility Criteria	1	The bidder should presently be providing similar services to minimum 5 number of corporate customers, having minimum 400 Branch Offices and 1000 Servers & Networking Devices.	The bidder/bidder's parent company of which the bidder is a wholly owned subsidiary should presently be providing similar services to minimum 3 number of corporate customers, having minimum 500 Branch Offices & Networking Devices.	The bidder should presently be providing similar services to minimum 3 number of corporate customers, having minimum 200 Branch Offices & 500 Networking Devices
3	Annex-1 Eligibility Criteria	1	The bidder should provide direct support to the clients and not through any partner / service provider with some underpinning contract.	SBI Life should allow third party team for managing the services, however the core team will be on role of the direct bidder	Bidder can depute third party team for managing the services, however the core team will be on role of the direct bidder. L-3 resources, Team Leader & Project Manager must be on role of the Bidder.
4	Annex-1 Eligibility Criteria	1	The resources should be employees of the bidder and not outsourced from any other vendor	SBI Life should allow third party team for managing the services, however the core team will be on role of the direct bidder	Same as clarified in Point #3.
5	Annex-2 DC SOW	1	Vendor will make all efforts to ensure that there is 99.99% up time calculated on monthly basis for HA related servers and services and 99.50% for Non-HA components mentioned in SOW.	Vendor will make all efforts to ensure that there is 99.90% up time calculated on monthly basis for HA related servers and services and 99.50% for Non-HA components mentioned in SOW.	Accepted
6	Annexure 4 SLA	1	SLA P1: Response Time Immediate P2: Response time immediate P3: Response time 15 Min	SLA P1: 5-10 Min P2: 10-15 Min & resolution 4 hrs. P3: 15-20 Min	Accepted
7	Annexure 4 SLA	2	Provide comprehensive support to achieve monthly uptime of 99.99% for all IT networking infrastructure components in Data Center, Disaster Recovery Center, Head Office, CPC –Seawoods & Belapur and in Branch Offices, configured in High-Availability (HA) mode	Provide comprehensive support to achieve monthly uptime of 99.90% for all IT networking infrastructure components in Data Center, Disaster Recovery Center, Head Office, CPC –Seawoods & Belapur and in Branch Offices, configured in High-Availability (HA) mode	SBI Life has uptime SLA of 99.90% for central & critical network infrastructure components & WAN links with respective Support Vendors & Telecom Service Providers. Hence this clause can not be changed. Selected bidder will have to coordinate with them to achieve desired uptime SLA.
8	Annexure 4 SLA	2	Lodge a call with respective AMC / support vendor OR telecom Service Provider initiate coordination with them within 15 minutes of any incident, outage, failure or observation.	Lodge a call with respective AMC / support vendor OR telecom Service Provider initiate coordination with them within 30 minutes of any incident, outage, failure or observation.	Not Accepted

9	Annexure 4 SLA	2	Penalty Terms for breach of Response Time Response time-10 Min	Penalty Terms for breach of Response Time Response time- 15 Min	Accepted
10	Annexure 2 DC SOW	1	Scope of work	Request you to please share the details of the servers. How many of them are physical & virtual servers, OEM, details, location details etc.	Locations: DC -Belapur, CPC -Seawoods & HO - Andheri. OEM: As mentioned in Annexure-2 clause "G" under Infrastructure Details. Approximate Number of Physical Server is 400 & Virtual Servers is 900.
11	Annexure 2 DC SOW	1	Scope of work	Request you to please share the network details of the DC set up like no. of routers, switches, firewall, IPS, IDS etc. at each location.	Summarized count of networking (LAN & WAN) devices Data Center: 84, DR: 31, HO: 55, CPC: 54 Firewall, IPS, IDS are out of scope of this RFP
12	Annexure 2 DC SOW	1	Scope of work	What kind of technology is used at the DC, DR locations like ACI Fabric, SDA etc.	Neither ACI, nor SDA
13	Annexure 3 NW SOW	1	Scope of work	Need the below details : Number of links Number of h/w at each location OEM details ISP Details, No. of links & their BW	OEM details are mentioned in Scope of Work document for Network Support operation. Count of Central WAN links (DC, DR, HO & CPC) = 73 (Incl of MPLS, LL & ILL) Number of Branch MPLS links = 1652
14	Annexure 3 NW SOW	1	Scope of work	Need the volume of the tickets at for DC & WAN set up with bifurcation like P1, P2, P3, P4 etc.	DC Support (total call volume / month = 3000) P1 - 5% to 10% P2 - 10% to 20% Network Support Operation (total call volume / month = 3000) P1 - 8% to 10% P2 - 10% to 20% (above statistics are approximate)
15	Annexure 3 NW SOW	1	Scope of work	Do we have to interact end users and open the tickets on their request?	Yes
16	Annex-1 Eligibility Criteria	1	If selected bidder will have to deploy the resources within 4 weeks time.	If selected bidder will have to deploy the resources within 12 weeks time.	Not Accepted
17	RFP Activity timeline	4	Submission of proposal 15/Oct/2019	We request at-least 15 working days after issue of pre bid response and corrigendum	Not Accepted
18	RFP Activity timeline	4	Presentation by short-listed bidders, if required	We request at-least 10 working days after the declaration of short listed bidder.	Not Accepted

19	RFP document	8	<p>4.12 BID Evaluation</p> <p>The following aspects may be considered for evaluating the technical bids</p> <ul style="list-style-type: none"> ☐ Company profile, ☐ Management capabilities of bidder ☐ Bidder support facilities ☐ Past experience of the company in similar lines of business, ☐ Past experience of the SBI LIFE with the Bidder ☐ Reputation of the company, ☐ Delivery schedule, ☐ Compliance with technical specifications laid down ☐ Acceptance of terms and conditions laid down ☐ Technical Evaluation weightage 	The evaluation criteria is a bit ambiguous. We request clear definitions along with weightage for each parameter mentioned.	The bidder's evaluation criteria will be as per SBI Life's discretion.
20	RFP document	8	Further, subsequent to the orders being placed/agreement executed, the Vendor shall pass on to SBI Life all fiscal benefits arising out of reductions in Government levies viz. sales tax, excise duty, custom duty, etc.	We also request to accommodate the price hike, arising out of increase in Government levies viz. sales tax, excise duty, custom duty, etc.	Bidders have to submit their commercial proposals exclusive of applicable taxes.
21	RFP document	9	Payment will be Quarterly in arrears after submission of the penalty calculation sheet and review of the services:	We request payments to be done Quarterly in advance.	Not Accepted
22	RFP document	10	Penalty of 1% of full order value per week to be levied on the service provider in case of delay beyond delivery date mentioned in purchase order for FMS for Data Center & Windows Support and Central Network Support Operation to a maximum of 3% of overall order value, after which the order is liable to be cancelled.	We request the following change: Penalty of 0.1% of full order value per week to be levied on the service provider in case of delay beyond delivery date mentioned in purchase order for FMS for Data Center & Windows Support and Central Network Support Operation to a maximum of 1% of overall order value, after which the order is liable to be cancelled.	Not Accepted
23	RFP document	10	The selected bidder should be on board before 31st December 2019 with the required engineers to commence work. Failure in transition for supplying adequate required resources will attract penalty	We request at-least 3 months for the complete on boarding from the date of release of PO.	70% of required resources must be on board before 31st December 2019. Remaining with subsequent month period.
24	RFP document	12	The Bank Guarantee shall be on non-judicial stamp paper having a value of 200/- or as per requirement.	Please allow Rs 500 stamp paper/ allow notarized document for Rs 200.	Accepted
25	Annexure -4 Page 1 of 5 SLA Clauses and Penalties –Data Center & Windows support operation	Page	SLA & Penalty Terms	We request all penalties for a breach of SLA to be charged at 0.1% , for the effected location, capped to a maximum of 5% of the effected location only.	Not Accepted

26	Annex-4 SLA Terms	1	P1 An incident that affects entire site/network or large number of the Users or resulting in business loss. List of Severity 1 Asset will be shared. Immediate 24 X 7 Bidder's Primary Onsite Resource 2 hours 1 % of the quarterly payment for per hour of delay per call beyond the resolution time stipulated, maximum up to 5% of the quarterly payment.	would request to increase the resolution time from 2 hours to 4 hours post Service ticket logged and FLT done by bidder and the penalty could be reduce to 0.1% for affected site only.	This clause can not be changed for high critical P1 & P2 tickets.
27	Annex-4 SLA Terms	1	P2 An incident that affects a group of users /dept. Immediate 24 X 7 Bidder's Primary Onsite Resource 3 hours 0.75% of the quarterly payment for per hour of delay per call beyond the resolution time stipulated, maximum up to 5% of the quarterly payment	would request to increase the resolution time from 3 hours to 6 hours post Service ticket logged and FLT done by bidder and the penalty could be reduce to 0.1% for affected site only.	This clause can not be changed for high critical P1 & P2 tickets.
28	Annex-4 SLA Terms	1	P3 An incident that affects a user or OS installations / priming of servers, etc. 15 min 24 X 7 Bidder's Primary Onsite Resource 6 hours 0.5 % of the quarterly payment for per hour of delay per call beyond the resolution time stipulated, maximum up to 5% of the quarterly payment	would request to increase the resolution time from 6 hours to 12 hours post Service ticket logged and FLT done by bidder and the penalty could be reduce to 0.1% for affected site only.	Not Accepted
29	Annex-4 SLA Terms	1	P4 Service request 30Min 24X7 Bidder's Primary Onsite resource 8 hours 0.25 % of the quarterly payment for per hour of delay per call beyond the resolution time stipulated, maximum up to 5% of the quarterly payment	would request to increase the resolution time from 8 hours to 24 hours post Service ticket logged and FLT done by bidder and the penalty could be reduce to 0.1% for affected site only.	Not Accepted
30	Annex-4 SLA Terms	2	3. Lodge a call with respective AMC / support vendor OR telecom Service Provider initiate coordination with them within 15 minutes of any incident, outage, failure or observation.	Back to back confirmation with OEM	Networking devices are under AMC with back-to-back support from OEM.
31	Annex-4 SLA Terms	2	Penalty Terms for breach of Response Time 01 Response Time >>>10 Min.>>> 500/- for delay of per 15 Min. delay in lodging a call. 1,000/- for delay beyond 30 Min. to lodge a call.	would request customer to relax the penalty on the response time	Not Accepted
32	Annex-4 SLA Terms	2	02 Escalation with respective support vendor or Telecom Service Provider As per vendor / TSP escalation Matrix 1,000/- per 15 Min. delay in escalation. 2,000/- for delay beyond 30 Min. to escalate	would request customer to relax the penalty on the response time	Not Accepted

33	Annex-4 SLA Terms	4	During Information Security measures or review for Windows, Networks & related e.g. VA / PT / SNA etc., in case any high or medium risk observation / finding, it should be mitigated / fixed within 48 hours and Low risk rated should be mitigated / fixed within 1 month otherwise a penalty of 2,000/- per day will be charged to the selected bidder.	would request to increase the timeline for the high and medium risk on IS review for windows from 48 hours to 96 hours	Not Accepted for closure of high security findings / observations.
34	Annex-4 SLA Terms	3	P1 Critical Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. There is no possible alternative.>>>4 Hrs.>>>1,500/- per 15 Min.>>>delay in closing P1 tickets, maximum up to 150 Min.	would request to amend this clause for TAT from 4 hrs to 8 hrs and reduce the penalty from Rs 1500 to Rs 500 on per day	Not Accepted
35	Annex-4 SLA Terms	3	P2 High Critical functionality or network access interrupted, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible.>>>8 Hrs.>>>1,000/- per 30 Min. delay in closing P2 tickers, maximum up to 180 Min.	would request to amend this clause for TAT from 8 hrs to 16 hrs and reduce the penalty from Rs 1000 to Rs 500 on per day	Not Accepted
36	Annex-4 SLA Terms	3	P3 Medium Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.>>> 24 Hrs.>>> 500/- per 1 Hr. delay in closing P3 tickets, maximum up to 3 Hrs.	would request to amend this clause for TAT from 24 hrs to 48 hrs	Not Accepted
37	Annex-4 SLA Terms	3	P4 Low Application or personal procedure unusable, where a workaround is available or a repair is possible.>>> 48 Hrs.>>>500/- per 2 Hr. delay in closing P4 tickets, maximum up to 5 Hrs.	would request to amend this clause for TAT from 48 hrs to 96 hrs and reduce the penalty from Rs 500 per 2 hrs to Rs 500 on per day	Not Accepted
38	Annex-4 SLA Terms	5	12. Resource Replacement Failure: Due to any exigency if resource is not able to reach SBI Life site then bidder has to provide us replacement resource within 2 hours. For long leave it has to be planned with the consent of SBI Life with provision of alternate resource of equal competence and with sufficient period of overlap for KT / handover, in even for non-attending the duty service credit will be calculated on the basis of 1 day absent equal to 2 days extra working	amend needs to be made in this clause as the replacement procedure is time consuming activity due to which the availability of spare part would not be delivered within 2 hr , so would request to increase the time line from 2 hr to 8 hrs	Not Applicable as the clause is with respect to Resources, but not with spare parts.
39		Gene	delivery time line is not defined for the DC and NW	Kindly share details of delivery time line for the same	Timelines define in point 17 on page 10 of RFP document

40	21. Indemnification		<p>The Bidder shall, at its own cost and expenses, defend and indemnify SBI LIFE against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India.</p> <p>The Bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If SBI LIFE is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefore, including all expenses and court and legal fees.</p> <p>The Bidder shall also be liable to indemnify SBI LIFE, at its own cost and expenses, against all losses/damages, which SBI LIFE may suffer on account of violation by the Bidder of any or all national/international trade laws, norms, standards, procedures etc.</p> <p>The Bidder should furnish a photocopy of the Agreement with their Principals in respect of hardware and software products offered. Further, the Vendor shall indemnify SBI LIFE and keep indemnified against any loss or damage that SBI LIFE may sustain on account of any violation of patents, trademark etc., by the Vendor in respect of hardware, hardware components, system software, etc. supplied.</p>	<p>To bring more clarity in the above clause, we request modification that Bidder will indemnify SBI Life in respect of third party claims, for all proven direct damages and expenses awarded by a court or arbitrator or agreed to in a settlement of such claim, that SBI Life may suffer or incur arising out of:</p> <p>(A) Violation or infringement of third party intellectual property rights by Bidder, arising out of the Services provided by Bidder. As far as indemnities in respect of Products supplied are concerned, we will pass on such indemnities as received from the OEMs.</p> <p>(B) Violation of tax laws</p> <p>The above indemnities are subject to SBI Life giving prompt notice to the Bidder of any such third party claim or action, takes proactive action to mitigate the risk, gives complete authority and freedom to the Bidder in defending and/or settling such claim and gives all reasonable assistance to the Bidder in doing so.</p>	Modifications in standard clause is not accepted.
41			Limitation of Liability – Not present in RFP	<p>We request adding the following clause in the RFP for capping or limiting the liability of the Bidder:</p> <p>“Except in case of breach of confidentiality, and in case of infringement of intellectual property rights arising from use of the Services provided by Bidder, the aggregate liability of the Bidder under this RFP, whether arising out of contractual obligations, under tort or any other theory of law, shall not exceed the annual value of the contract. Further, Bidder shall not be liable for any exemplary, incidental or consequential loss or damages, including loss of profit, data, revenue”.</p>	Not Accepted

42	16. Service Level Agreement (SLA) Guidelines		SLA	If a vendor becomes a successful bidder, we request that in such case, the legal terms and conditions of the SLA should be mutually agreed between the Parties.	Not Accepted
43	Annex-2 DC SoW 2. Change Management		Periodic configuration backup of all Servers in DC, DR, HO & CPC –Seawoods, Belapur & Servers in Branch Offices	Who will provide (a) backup system/tools and space (b) is there a backup policy available to perform periodic backup	SBI Life
44	Annex-2 DC SoW 2. Change Management		Configuration backup where necessary prior to implementation of configuration changes.	What is the process to inform about the changes and need of taking backup along with backup time to initiate backup process	SOP as defined by SBI Life
45	Annex-2 DC SoW 1. Availability, Performance and capacity Management		Monitoring of the Critical Parameters related to Hardware, Firmware of the all Data Centre Servers, DR servers, HO Servers, Seawoods Servers and Servers in Branch Offices. (based on the tools available at SBI Life).	It is expected that any modification required on the tool will be managed by SBIL	NO (modification to be done in consultancy with the OEM by the bidder team)
46	Annex-2 DC SoW 1. Availability, Performance and capacity Management		Notification to concerned Owner on Alert received during monitoring	SBIL to provide the name of concerned Owner to send the Alerts	Yes
47	Annex-2 DC SoW 1. Availability, Performance and capacity Management		Coordination with respective OEM of the servers for various Hardware related events and Troubleshooting.	SBIL to provide OEM escalation matrix to follow up with OEMs	Yes
48	Annex-2 DC SoW 1. Availability, Performance and capacity Management		Trigger acknowledgement to be recorded for building and maintaining KEDB and MIS reference for trend analysis	Is there a tool available to record the information required for trend analysis	NO, trend analysis to be maintained and presented in MIS format. KEBD to be manage and update by bidder.
49	Annex-2 DC SoW 1. Availability, Performance and capacity Management		Configuring new ways using scripts for continuous Proactive Monitoring	Need clarity on expectation? This is more of development task and requires clarity to work on this	We require resource having knowledge/Skill on scripting which will assist in proactive monitoring not much of development task
50	Annex-2 DC SoW 2. Change Management		Preparing “Change Management” forms and implementing approved configuration changes	SBIL is expected to provide the Change Management tools or guidelines to process the change management? Required clarity on number of changes expected per week/month	Tools provided by SBI Life. The number of changes depends upon the business requirement and not exceeding 20

51	17. Time lines for completion and penalty		The selected bidder should be on board before 31st December 2019 with the required engineers to commence work. Failure in transition for supplying adequate required resources will attract penalty as below: Penalty of 1% of full order value per week to be levied on the service provider in case of delay beyond delivery date mentioned in purchase order for FMS for Data Center & Windows Support and Central Network Support Operation to a maximum of 3% of overall order value, after which the order is liable to be cancelled	Recruitment of resources is dependent on factors viz.. shortlisting, verification, availability, interviews, lead time to join and the entire process may take over 90-120 days. In view of this, the schedule for onboarding the resources and the penalty be mutually agreeable between SBIL and the bidder.	Not accepted
52	6. Payment Milestone		Payment will be Quarterly in arrears after submission of the penalty calculation sheet and review of the services	SBIL is requested to consider payment to be half yearly in Advance	Payment terms will remain the same.
53	Submission of proposal		Submission : 15/Oct/2019	SBIL is requested to extend the last date of submission by 15 days	Submission extended till 18/Oct/2019
54	Eligibility Criteria		If selected bidder will have to deploy the resources within	Recruitment of resources is dependent on factors viz.. shortlisting, verification, availability, interviews, lead time to join and the entire process may take over 90-120 days. In view of this, the schedule for onboarding the resources and the penalty be mutually agreeable between SBIL and the bidder.	Responded in query No 23
55			The bidder should presently be providing similar services to minimum 5 number of corporate customers, having minimum 400 Branch Offices and 1000 Servers & Networking Devices.	Request to amend the clause to" The Bidder should presently be providing similar services to minimum 3 nos of corporate having 200 branches/Outlets and 500 Servers and Networking devices"	Responded in query no 2
56			SLA Clauses and Penalties P1 toP5-Page1	Current Requirement of RFP , Penalties arrived at on per call basis, Instead Request amend to " Relevant uptime on an Quarterly Basis" that's as per Industry Norms	Not Accepted
57			Submission of Proposal 10/15/2019	At least 5 working days after Publishing Prebid Queries	Responded to query No 53
58				There is an discrepancy in No. count of Resource in Commercial Template (xls file) and Network SOW (pdf file) resource distribution table, request you to inform us which file to refer as these are varies from each other.	Responded to query No 69.
59				Annexure 4 SLA Clause mentioned Penalty of Quarterly Payment, kindly amend it of a monthly payment (Same as existing SLA).	Not Accepted

60				Annexure 4 , page 5, point 12 For Non attending the duty service credit will be calculated on the basis of 1 day absent equal to 2 extra working. please change from 2 days to on actual i.e. 1 day.	Not Accepted
61				Kindly amend Flexibility of resource (PM,TL,L2) qualification for Any Graduate with relevant experience	Not Accepted
62	Annexure-1 Eligibility Criteria Point No.4	1	The bidder must have a annual turnover of Rs 200 Crores .	We request SBI Life to Change annual Turnover to 75 Crore from 200 Crores for last 3 years.	Not Accepted
63	Annexure-1 Eligibility Criteria Point No.5	1	The bidder must be a profitable organisation in last 3 financial years. (FY 16-17, FY17-18 and FY 18-19)	We request SBI Life to change P&L for FY15-16, FY16-17, FY17-18, As FY18-19 still pending for IT Return.	Accepted
64	Annexure-1 Eligibility Criteria Point No.6	1	The bidder should presently be providing similar services to minimum 5 number of corporate customers, having minimum 400 Branch Offices and 1000 Servers & Networking Devices.	We request SBI Life to remove this clause, As FMS Support is required for Mumbai location only.	Not Accepted
65	Annexure-1 Eligibility Criteria Point No.6	1	The bidder should presently be providing similar services to minimum 5 number of corporate customers, having minimum 400 Branch Offices and 1000 Servers & Networking Devices.	We request SBI Life to change the clause from 5 number of customers to 3 number of customer.	Responded in query no 2
66	Annexure-2 DC SoW	6	c) RESOURCE DISTRIBUTION: 1 backup engineer for 10 resources of to be kept at onsite all the time	We request SBI Life to change 1 backup resources for over all 29 resources for DC & Network.	Not Accepted
67	Annexure-2 DC SoW	7	D) SKILL SET FOR RESOURCE (BE, Science Graduate)	We request SBI Life to change from Science Graduate to Any Graduate	Conditionally accepted, stated below: 1. Resource must be adequately qualified & certified. 2. Resource must have more than 5 years of experience 3. Should clear Technical round of Interview conducted by SBI Life officials.
68	Annexure-3 NW Support	5	Resource Distribution:1 backup L2 engineer for 10 resources of network team to be kept at onsite all the time.	We request SBI Life to change 1 backup resources for over all 29 resources for DC & Network.	Not Accepted
69	Annexure-3 NW Support	5	One L1 resource should be deputed for UTM support operation	We request SBI Life to clarify this resource count will in 29 resource or additional resource.	Please consider total count of resources for Network Support operation as mentioned in "Commercial Template". Resource for "UTM Support" is among 9 number of L1 resources.
70	Annexure-3 NW Support	5	Skill set for Resource: BE	We request SBI Life to change from BE to Any Graduate	Reply same as mentioned in Sr. 67
71	SBI Life RFP DC NW Support Point No.06	9	Payment Milestone: Payment will be Quarterly in arrears after submission of the penalty calculation sheet and review of the services:	We request SBI Life to change the payment clause from Quarterly arrears to Quarterly advance.	Payment terms will remain the same.

72	Annex-4 SLA Terms Point No.12	5	Resource Replacement Failure: Due to any exigency if resource is not able to reach SBI Life site then bidder has to provide us replacement resource within 2 hours. For long leave it has to be planned with the consent of SBI Life with provision of alternate resource of equal competence and with sufficient period of overlap for KT / handover, in even for non-attending the duty service credit will be calculated on the basis of 1 day absent equal to 2 days extra working.	We request SBI life to change the 1 day absent to 1 day detection only.	Not Accepted
73	Annex-4 SLA Terms Point No.15	5	The penalty amount will be capped at 5% of quarterly contract value, inclusive of breaches in all severity levels	We request SBI Life to change penalty capped at 2% instead of 5% of quarterly contract value.	Not Accepted
74	Annexure-1 Eligibility Criteria Point No.4	1	The bidder must have a annual turnover of Rs 200 Crores .	We request SBI Life to Change annual Turnover to 75 Crore from 200 Crores for last 3 years.	Not Accepted
75	Annexure-1 Eligibility Criteria Point No.5	1	The bidder must be a profitable organisation in last 3 financial years. (FY 16-17, FY17-18 and FY 18-19)	We request SBI Life to change P&L for FY15-16, FY16-17, FY17-18, As FY18-19 still pending for IT Return.	Accepted
76	Annexure-3 NW Support	5	Resource Distribution:1 backup L2 engineer for 10 resources of network team to be kept at onsite all the time.	We request SBI Life to change 1 backup resources for over all 29 resources for DC & Network.	Not Accepted
77	Submission of proposal	4	Submission of proposal 15/Oct/2019	We request SBI Life to change the submission date to 18-Oct-2019.	Accepted
78	Section 6 (Payments Milestone)		Quarterly payments in arrears after submission of the penalty calculation sheet and review of services.	Finance: The billing to would be done quarterly in advance.	Not Accepted
79	Section 17 (Timelines for completion and penalty)		Deadline to sign a contract is on or before 31st Dec 2019. Late Delivery penalty is 1% of full order value per week.	Finance: This is disagreeable	This clause can not be changed
80	Section 20 (NDA)			Legal: We would like to remove Non-Solicitation clause from the NDA which is not acceptable in any manner in the NDA.	Our NDA template is vetted by our legal department, hence this can not be changed. NDA will be executed only after selection of the bidder.
81	Section 21 (Indemnification)		– This is unilateral. We would like to have this clause mutual, we cannot be indemnifying SBI alone, there are all possibilities that we too may get third party claims due to SBI's acts or omissions.	Legal: Not acceptable, propose to have mutual Indemnity clause.	This is standard clause.
82	Section 22 (Performance Bank Guarantee)		Bank guarantee of 10% of contract price within 15 days of contract signoff.	Finance: Still under review and internal approvals	Bank Gurantee is required.