

**[A] Important Dates:**

Sr. No.	RFP / Bid	Timeline
1	Last Date of Submission of RFP Response (Closing Date)	<b>03:00 PM on 18<sup>th</sup> March, 2023</b>
2	Eligibility Cum Technical Bid Opening Date	<b>03:30 PM on 18<sup>th</sup> March, 2023</b>

**Addendum to following Annexure:**

1. Annexure 02 – Bid Evaluation Terms
2. Annexure 12 – Project Details Scope of Work

**Clarification of Pre-bid queries is enclosed as “Annexure A”.**

All other Terms & Conditions are same as per our RFP for Supply, Installation and Maintenance of Mid-Range Storage at Bank of Baroda sponsored RRB's Data Centres (Bid Number: GEM/2023/B/ 3054235 dated 30<sup>th</sup> January 2023).

Sr. No.	Clause in RFP	Clarifications/ Changes made
1	<p><b>Annexure 02 –Evaluation Terms</b></p> <p><b>A. Eligibility Bid Evaluation</b></p> <p><b>Financial:</b></p> <p><b>B2-1 (Applicable for Bidder)</b> - Must have registered average annual turnover of 35 Crores or above (Rs 5 Core for MSE) during the last three completed financial 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies).</p> <p>*If financial statement for 2021-22 is unaudited, Bidder can submit audited financial statements of 2018-19, 2019-20 &amp; 2020-21 along with letter of undertaking that FY 2021-22 statement is not audited.</p>	<p><b>Annexure 02 –Evaluation Terms</b></p> <p><b>A. Eligibility Bid Evaluation</b></p> <p><b>Financial:</b></p> <p><b>B2-1 (Applicable for Bidder)</b> - Must have registered average annual turnover of <b>30 Crores</b> or above (Rs 5 Core for MSE) during the last three completed financial 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies).</p> <p>*If financial statement for 2021-22 is unaudited, Bidder can submit audited financial statements of 2018-19, 2019-20 &amp; 2020-21 along with letter of undertaking that FY 2021-22 statement is not audited.</p>
2	<p><b>Annexure 02 –Evaluation Terms</b></p> <p><b>A. Eligibility Bid Evaluation</b></p> <p><b>Others:</b></p> <p>C2-1: The bidder should be the Original Equipment Manufacturer (OEM) or their highest or equivalent partner for supply, installation &amp; support under the proposed product category in India for past three years (from RFP date).</p>	<p><b>Annexure 02 –Evaluation Terms</b></p> <p><b>A. Eligibility Bid Evaluation</b></p> <p><b>Others:</b></p> <p>C2-1: The bidder should be the Original Equipment Manufacturer (OEM) or their highest or equivalent partner for supply, installation &amp; support under the proposed product category in India <b>as on RFP date.</b></p>

Annexure 12 - Project Details Scope of Work

**MINIMUM TECHNICAL SPECIFICATION FOR STORAGE:** The proposed storage by bidder must comply with the technical specification given below:

<b>S No</b>	<b>Clause in RFP</b>	<b>Clarifications/ Changes made</b>
<b>1</b>	<b>Generic Specifications</b>	
1.1	The proposed array must be a Midrange storage configured with 550 TB of usable capacity at DC and DR and 50 TB usable capacity at NDR with not more than 7 TB drives and should deliver 1M IOPS (8K block size) with Raid 6 configuration. Usable capacity should be delivered without considering Deduplication or Compression or any other Data Reduction Techniques. Proposed solution shall be scalable to at least 2 PB of capacity without any deduplication and compression feature. All drives should be NVMe Flash only.	The proposed storage array must be configured with 550 TB of usable capacity at DC and DR and 50 TB usable capacity at NDR with not more than 16 TB drives and should deliver 1M IOPS (only for DC/DR) (8K block size) with Raid 6 configuration. Usable capacity should be delivered without considering Deduplication or Compression or any other Data Reduction Techniques. Proposed solution shall be scalable to at least 1 PB of capacity without any deduplication and compression feature. All drives should be NVMe Flash only.
1.2	Proposed storage array should support NVMe based Flash. Proposed Storage shall be the latest generation storage from the respective OEM. Built All NVMe Array and not Hybrid with NVMe drives.	Proposed storage array should support NVMe based Flash. Proposed Storage shall be the latest generation storage from the respective OEM. Built All NVMe Array and not Hybrid with NVMe drives. Storage array can support other drive types too.
1.3	The proposed storage array must support the latest industry standard dual ported native NVMe drives on both processor enclosure and Expansion enclosure with Single-Parity/Double-Parity Configuration. All Flash drives support two independent I/O channels with automatic failover and fault isolation.	No Change
1.4	Must be compatible with Operating Systems like MS Windows, Linux (RHEL/SUSE), Vmware, Unix and other equivalent OS as per Industry standard	No Change
1.5	Proposed storage solution should support below integration options to enable DevOps and Infrastructure automation. All mentioned options should be officially supported by storage vendor	No Change

1.6	Proposed storage solution should support for Kubernetes Persistent Volumes using Container Storage Integration (CSI), Support for Ansible using official Ansible modules, Support for Powershell modules and Support for Python library	At present no container are present in the environment, but Bank may decide to implement the same in future.
1.7	Storage array must deliver sustained 1 Million IOPs (in terms of host) in Read-Write Ratio of 70:30 with less than one millisecond response time at fully populated capacity even in case of one controller or node failure.	Storage array must deliver sustained 1 Million IOPs with 8KB block size (in terms of host) in Read-Write Ratio of 70:30 with less than one millisecond response time at fully populated capacity even in case of one controller or node failure.
1.8	Storage array should support Hypervisors of major OEMs like VMWARE vSphere, Microsoft Hyper-V, RHEV, Nutanix, Oracle KVM and OPENSTACK.	Storage array should support Hypervisors of major OEMs like VMWARE vSphere, Microsoft Hyper-V, RHEV, Oracle KVM and OPENSTACK.
1.9	Non-disruptive LUN/volume access even in case of node/controller failure should be available.	No Change
1.10	Proposed storage should also support NDU software, hardware, firmware upgrades. Any such activity should be transparent to Operating System and application services.	No Change
<b>2</b>	<b>Architecture And Availability</b>	
2.1	The proposed storage array should be NVMe based scale-up and scale-out Active-Active architecture. All the hardware and software components should be redundant including power supply, fans, batteries etc. The proposed array must support non-disruptive replacement of failed hardware component, firmware/microcode upgrades and hardware upgrades, hot swapping.	Mission critical applications are configured in active-active configuration at DC-NDR. Complete Details will be shared with successful bidder. No global load balancer has been deployed in the environment
2.2	Storage to be configured with minimum 4 controllers, from day one, guaranteeing performance and 100% availability of data and should offer at least 64 FC ports of 32 Gbps equally distributed across the four controllers as 16 ports per controller.	Storage to be configured with minimum 4 controllers for DC and DR, and 2 controllers for NDR from day one, guaranteeing performance and 100% availability of data even with more than one controller failure and should offer at least 32 FC ports of 32 Gbps equally distributed across the four controllers as 12 ports per controller. It should be scalable to 64 FC ports of 32 Gbps speed.

2.3	Proposed storage should be capable of natively supporting the following host connectivity: Block - FC, NVMe/FC, iSCSI, NVMe/TCP and VMware Virtual Volumes (vVols), File - NFS, CIFS & SMB, FTP and SFTP	Proposed storage should be capable of natively supporting the following host connectivity: Block - FC, File - NFS, CIFS & SMB, FTP and SFTP
2.4	Proposed storage shall be configured with 64 x 32Gbps FC port with all the SFP transceiver included and shall be scalable to 128 x 32Gbps FC ports.	Proposed storage shall be configured with 32 x 32Gbps FC port with all the SFP transceiver included and shall be scalable to 64 x 32Gbps FC ports.
2.5	Proposed storage array with minimum 48 CPU cores and minimum 1TB cache and scalable to 2TB across scale out controllers	Proposed storage array with minimum 40 CPU cores per controller and minimum 2TB cache across all controllers for DC and DR storages and 1 TB cache across all controllers for NDR Storage
2.6	The proposed storage must support at least 90 NVMe drives across dual nodes/controllers.	No Change
2.7	Supported NVMe flash drive has various sizes like 7.6TB, 15.36TB & 30TB. Proposed storage should also support growing capacity by single drive increment for supporting granular upgrades.	Supported NVMe flash drive has various sizes like 1.92TB, 3.84TB, 7.6TB, 15.36TB. Proposed storage should also support growing capacity by single drive increment for supporting granular upgrades.
<b>3</b>	<b>Storage Connectivity</b>	
3.1	Proposed Storage array should be capable of End-to-End NVMe must support back-end NVMe and must be able to extends the NVMe technology benefit across network via NVMe-over-Fiber Channel support and NVMe-over-Ethernet support.	Proposed Storage array should be capable of End-to-End NVMe must support back-end NVMe and must be optionally able to extends the NVMe technology benefits across network via NVMe-over-fiber channel support
3.2	The Proposed Storage solution must support different Host connectivity protocols like: 16Gb/32Gb FC, 25GbE/10GbE Optical and 1GbE/10GbE Base-T	No Change
<b>4</b>	<b>Data Availability</b>	
4.1	The proposed storage array should support QoS feature to assign priority to particular application/volume on the array.	No Change
4.2	The storage system should provide automatic detection of errors hardware fault, error logging and to send notification for alerts generated in the end to end infrastructure of proposed solution.	No Change

4.3	The proposed array must protect data in cache during a manual power down or an unexpected power outage by vaulting or flushing the data in cache to non-volatile flash modules.	No Change
4.4	In the event of power failure, Data in the cache should be safely written to the disks prior to performing a graceful shutdown.	No Change
<b>5</b>	<b>Data Reduction for space efficiency</b>	
5.1	The proposed array should support Always on enterprise class data services including - Thin Provisioning, Inline Compression & Deduplication, Replication, Snapshot. Data reduction must be supported on block (FCP, iSCSI), file (CIFS, NFS) data and VVOLs. Storage vendor must sign the data reduction guarantee letter for supporting 4:1 data reduction ratio.	The proposed array should support Always on enterprise class data services including - Thin Provisioning, Inline Compression & Deduplication, Replication, Snapshot. Data reduction must be supported on block (FCP, iSCSI), file (CIFS, NFS) data and VVOLs. Storage vendor must sign the data reduction guarantee letter for supporting 4:1 data reduction ratio and all the exceptions which will not support 4:1 data reduction to be shared by the bidder along with the bid
<b>6</b>	<b>Data Encryption</b>	
6.1	The proposed array must include SED (or hardware) based Data at Rest Encryption (D@RE) solution to encrypt data on all drives (AES 256 bit) with embedded/external automated key management. Encryption should seamlessly work with all the storage features and without any performance penalty.	No Change
6.2	Bidder needs to integrate storage solution with the existing key management solution of the Bank	Storage solution should be compatible with all industry standard key Management Systems.
6.3	Encryption should not add any performance overheads	No Change
<b>7</b>	<b>Data Services</b>	
7.1	Proposed storage solution must support creating multiple NAS servers for tenant isolation with each file system scalable up to 256TB. NAS Server shall have support for 3rd party anti-virus software integration. NAS Servers may be a Gateway or Native Solution.	Proposed storage solution must support creating multiple NAS servers for tenant isolation with each file system scalable up to 256TB. NAS Server shall have support for 3rd party anti-virus software integration. NAS Servers may be a Gateway or Native Solution. Minimum 100 TB licenses to be provided for NAS server. NAS feature is not required for



		NDR Storage
7.2	Proposed storage solution should support snapshot. Storage arrays should have ability to use snapshot as writable volume. Proposed system should support snapshot scheduler. Proposed storage should allow snapshot replication with different retention for source and destination. Proposed storage arrays should support creating writable copies of the source volume which are immune to deletion of source LUN/volumes. Proposed array should support user accessible snapshots for NAS data to facilitate user-initiated single file recovery without administrative intervention.	Proposed storage solution should support snapshot. Storage arrays should have ability to use snapshot as writable volume. Proposed system should support snapshot scheduler. Proposed storage should allow snapshot replication with different retention for source and destination. Proposed storage arrays should support creating writable copies of the source volume which are immune to deletion of source LUN/volumes.
<b>8</b>	<b>Storage Resource Pooling</b>	
8.1	The proposed array should support mixing of different capacity of NVMe drives of various sizes in same storage resource pool.	No Change
<b>9</b>	<b>Software &amp; Licensing</b>	
9.1	The proposed storage array should support 3 way replication of data across metro and global distances for DC, DR and NDR with zero data loss to support RTO and RPO. Required licenses for doing replication must be provided. To achieve the same, if needed separate infrastructure needs to be provided.	The proposed storage array should support 2 way storage based replication of data across metro and global distances for DC, DR and NDR with zero data loss to support RTO and RPO. Required licenses for doing replication must be provided. To achieve the same, if needed separate infrastructure like FCIP Routers or equivalent etc needs to be provided.
9.2	Proposed storage solution should include software to automate and orchestrate application/databases copy management - including but not limited to MSSQL, Oracle, Exchange etc - to create application/database consistent copy for multiple use cases including data repurposing, off-host backup, Test/Dev, Reporting etc. Proposed software should integrate with storage replication for application consistent disaster recovery	Complete database host details will be shared with the successful bidder.

9.3	Proposed storage should include native tools for data migration from existing HPE 3PAR, MSA, and EVA storage.	Proposed storage should include native tools for data migration from existing HPE 3PAR, MSA, and EVA storage. If native tools are not available then bidder can use other migration approaches and required migration software licenses to be provided by the bidder
<b>10</b>	<b>Storage Management Software and Hardware</b>	
10.1	The proposed array should be supplied with native Storage management software with Web based GUI capable of generating customized reports, real time monitoring, historical performance data for analysis and trending, capacity utilization monitoring.	The proposed array should be supplied with native Storage management software with Web based GUI capable of generating customized reports, historical performance data for analysis and trending, capacity utilization monitoring.
10.2	Proposed solution should also have cloud based monitoring and reporting tool with support for 2 years of historical reporting. Software should support monitoring and reporting multiple storage system. Required on-prem software and hardware should be included in the solution. Cloud based software should be accessible from any internet connected device with mobile application support for iOS and Android.	Proposed solution should also have cloud based monitoring and reporting tool with support for 2 years of historical reporting. Software should support monitoring and reporting multiple storage system. Required on-prem software and hardware should be included in the solution. Cloud based software should be accessible from any internet connected device.
10.3	Management of storage array from Vmware vCenter using plug-in	No Change
10.4	Storage management console should be Vmware aware and should report virtual machines running on storage datastore/VVOL container, including VM level performance and capacity details.	No Change
10.5	Storage management software should be able to identify performance bottleneck, Root Cause Analysis at host, SAN and storage level and should be able to troubleshoot storage performance problems.	Storage management software should be able to identify performance bottleneck, SAN and storage level and should be able to troubleshoot storage performance problems.
10.6	Storage management software should be able to identify performance bottleneck, Root Cause Analysis at host, SAN and storage level and should be able to troubleshoot storage performance problems.	Storage management software should be able to identify performance bottleneck, SAN and storage level and should be able to troubleshoot storage performance problems.
10.7	Software should also provide monitoring of data replication with storage at other	No Change



	sites.	
10.8	The proposed array must provide an audit service to record activities including host-initiated actions, physical component changes, attempts blocked by security control.	No Change
<b>11</b>	<b>Application Aware Automation and Orchestration</b>	
11.1	Proposed storage solution should support below VMware integration options VMware VAAI, SRM, VASA, VVOLs and VMware cloud foundation (VCF) for multi-cloud data mobility. Proposed storage should include software to create VM consistent point-in-time copies with support for granular data restoration	No Change
11.2	Storage array should support VAAI and VASA integration, VMware VRO and VRA plugins, certified with VMware Cloud Foundation (VCF) and Support for VMware SRM for integration with storage based replication	Storage array should support VAAI and VASA integration, VMware VRO , certified with VMware Cloud Foundation (VCF) and Support for VMware SRM for integration with storage based replication
<b>12</b>	<b>Migration</b>	
12.1	Storage OEM should provide the online or Near-online migration approach for Oracle Databases running HPE Unix, Linux (Oracle, Red-Hat, Windows, VMware and Hyper-V Solutions). Storage OEM or the bidder should provide data migration approach from existing storage devices to proposed device and integrate. Successful bidder is required to participate in storage data migration drill and guide the Bank for an efficacious migration from the existing Storage Arrays i.e. HP MSA, EVA and 3PAR.	Detailed plan for migration along with downtime required need be provided with technical document. The size of data to be migrated at each site will be approximately 250TB spanning across multiple storage devices which will be consolidated into single device. Complete details will be provided to successful bidder. Also bidder to provide implementation plan. Migration of all the application, os, db from existing storage arrays to proposed storage arrays would be responsibility of the Bidder.
<b>13</b>	<b>EOSL</b>	
13.1	The product / storage array should not be in any roadmap for End of Sale in next five years as on date of RFP.	The product / storage array should not be in any roadmap for End of Sale as on date of RFP and product should be supported with upgrade for next 5 years

**Annexure A**  
**Pre-bid queries response as part of Addendum 1**  
**Bank's clarification on Pre-bid Queries from Prospective Bidders for RFP- Mid-Range Storage (Bid no. GEM/2023/B/3054235 dated 30<sup>th</sup> January 2023)**

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
1	General	Not Defined	(1) Bank to set out standard bank dependencies (2) Bidder suggest adding appropriate relief event/savings clause to enable Bidder ability to obtain schedule adjustments or financial relief in case of delay / inaction attributable to Bank	Bank will not penalize to vendor in case of delay due to Bank's dependencies
2	SNR	Not Defined	The Acceptance is deemed to be granted in the following circumstances: 1. Any delay in the License or implementation milestones which is beyond Vendor's scope and has dependency on any other 3rd party or Bank except Vendor shall be deemed accepted when Vendor has delivered its portion of service or when it was originally due whichever is earlier 2. When customer puts equipment into commercial service prior to issuing the Acceptance certificate 3. If the customer uses the equipment (if necessary, with a limited time period such as 2 days) without issuance of the Acceptance certificate, then customer must accept that equipment is ready for use 4. Bank would provide signoff for each deliverable within 5 days from submission of signoff-document after mutual agreement of acceptance of deliverable else the same would be treated as deemed signoff 5. In the event the software is in production for a period of 5 days, if Go Live is not signed-off, it	Wherever installation could not be carried out by the successful vendor due to the Bank's dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful vendor's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the successful vendor has to give an undertaking to complete installation within a week of being informed that the site is ready

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S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
			is deemed accepted and signed-off.	
3	Contract period (Clause 7, Page-56)	The tenure of the Contract will be for 5 (Five) years (5 years warranty) valid till expiry of warranty of last installed hardware (Go-live sign-off by Bank Officials) whichever is later.	kindly confirm the timelines for installation, Go-Live and Sign-off	Vendor will have to install the Hardware and hand it over to Bank for acceptance testing within 2 weeks from the date of delivery of the hardware and Bank's notification for installation of the HW / SW.
4	Earnest Money Deposit (Clause 5, Page-9)	The amount of Earnest money deposit would be forfeited in the following scenarios: a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever. b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or 4Fail To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever. 4To comply with any other condition precedent to signing the contract specified in the RFP documents.	The amount of Earnest money deposit would be forfeited in the following scenarios: a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever. b. In case of the successful bidder, if the bidder fails 4 Refuses to accept and sign the mutually agreed contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or 4 To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever. To comply with any other mutually agreed condition precedent to signing the contract specified in the solicitation documents	No change

**Annexure A**  
**Pre-bid queries response as part of Addendum 1**  
**Bank's clarification on Pre-bid Queries from Prospective Bidders for RFP- Mid-Range Storage (Bid no. GEM/2023/B/3054235 dated 30<sup>th</sup> January 2023)**

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
5	Preference to make in India initiative (Clause 6, Page-10)	Preference will be given with the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make In India) order 2017, revision dated 16/09/2020 vide order P-45021/2/2017-PP (BE – II) dated 16-9-2020 issued by GOI. The guidelines under the PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to the bidder submitting with Class-I/Class-II local content certificate for the quoted product.	With this guideline and Point Majority of the World's leading OEM for Storage will be able to participate, then what is the alternative so that all Leading SI can participate with respective OEMs?	Pls refer to clause MII where if 2 bids are received then other non MII will not be opened.
6	Sub - Contracting (Clause 8, Page-10)	The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing.	Bidder shall seek permission from Bank for sub-contracting and the same shall be reasonably granted	Clause -16 COVENANTS OF THE SERVICE PROVIDER (Page-83): xi. The vendor shall perform the obligations as part of Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of Bank

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
7	Service Level Agreement and Non-Disclosure Agreement (Clause 9, Page-10)	The successful bidder shall execute a) Service Level Agreement (SLA) and Non- Disclosure Agreement (NDA) (As per Annexure 20), which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.	The successful bidder shall execute a) Service Level Agreement (SLA) and Nondisclosure Agreement (NDA) (As per Annexure 20), which contained all the services and terms and conditions of the services to be extended as detailed herein to the extent the same is in line with the earlier legacy contract signed between Bank and Vendor. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order. The successful bidder shall execute the mutually agreed SLA and NDA within 30 days from the date of acceptance of Purchase Order	No change



S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
8	Termination (Clause 11, Page-11)	<p>Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason. At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract.</p>	<p>Please confirm that any termination for convenience shall not be done without providing notice of at least 90 days and any termination for default shall not be made without at least 30 days cure notice period.</p>	<p>Bank will terminate the contract if service provider breaches any of its obligations set forth in the agreement and Such breach is not cured within 15 working Days after Bank gives written notice.</p>

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
9	Compliance with Laws (Clause 10, Page-11)	Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.	1) Bidder shall be responsible for the laws that are applicable to it in its capacity as a system integrator of services to the extent that such requirements relate to the performance of Vendor's obligations under the contract. Such obligations shall be restricted to Bidder's scope of work. 2) Each Party hereto is solely responsible for complying with the applicable laws or regulations as applicable to it, when performing its activities under or in connection with the signed Agreement.3) If any regulatory requirements change during the Term, the Parties will adjust the Services in accordance with the Change Control Procedure to the extent required due to changes in any regulatory requirements applicable to the Banks's business or the Network. Bidder is not providing any legal, tax, accounting or other professional advice as part of the Services4) All indemnification related references / wordings therefore need to be removed as Indemnification clause is already covered in a separate clause 6.2	No change

**Annexure A**  
**Pre-bid queries response as part of Addendum 1**  
**Bank's clarification on Pre-bid Queries from Prospective Bidders for RFP- Mid-Range Storage (Bid no. GEM/2023/B/3054235 dated 30<sup>th</sup> January 2023)**

<b>S No</b>	<b>Point / Section #</b>	<b>Clauses mentioned in RFP Document</b>	<b>Comment/Suggestions (From Vendors)</b>	<b>Bank's Clarifications to the bidder query</b>
10	Termination (Clause 11, Page-11)	After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract.	The liability in such an event shall be limited to the 10% of the differential excess amount spent by the Bank for procuring similar deliverables and services.	No change
11	General Terms and conditions (Clause 18.9, Page-15)	the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document	A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document along with assumptions as set forth in bid proposal	No change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
12	General Terms and conditions (Clause 18.35, Page-18)	If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfil all the terms and conditions of this RFP.	Services / Functions / Responsibilities which are required to deliver the functionalities asked in the RFP is included. Any other functionalities which are inherent in the product but bank want to get implemented will have to be managed through a mutually agreed change request process.	No change
13	Eligibility Criteria- Experience & Support Infrastructure (Clause D-3, Page-26)	Bidder / OEM to have adequate stock of spares of all items supplied and should be able to replace the faulty hardware within 4 hours from the time of incident reporting.	Any spares has to be kept as site stock?	Not required

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S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
14	Commercial Bid Evaluation (Clause B, Page-27)	The commercial bids submitted by Bidders will be evaluated based on discounted total cost of ownership. The discount rate will be used @ 10%	Basis the commercial format in the RFP, it gives one column of Total Price for 5 Years. Should table clarify Product Cost with 3 Yrs warranty as column 1 & column 2&3 - AMC for 4th & 5th Year?. As its NPV calculation method	NPV is not applicable as Banks is seeking 5 years warranty price in one go.
15	Commercial Bid Evaluation (Clause 3C, Page-29)	Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.	While the prices will be locked for the initial PO, since the prices are dependent on Duties (including Custom Duty), Taxes, Levies, USD-INR exchange rate, OEM List Price, OEM Discounting etc. we request Bank to delete this clause or modify so that the prices for subsequent orders will be as mutually agreed.	No change
16	Commercial Bid Evaluation (Clause 2K, Page-29)	k. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that	Services / Functions / Responsibilities which are required to deliver the functionalities asked in the RFP is included. Any other functionalities which are inherent in the product but bank want to get implemented will have to be managed through a mutually agreed change request process.	No change



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S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
		the same was not explicitly mentioned in the RFP.		
17	Project Details Scope of Work (Annx 12, Page-46)	<ul style="list-style-type: none"> <li>Supply, commission, install, test, configure, integrate with existing system and maintain the Mid-Range Storage and add on components, which are approved by the bank.</li> </ul>	Kindly share the details of existing devices which are to be integrated with the new storages.	Complete details will be shared with successful bidder for purpose of clarity, Integration with existing system will include integration with SAN switches and Servers from various OEMs, along with Enterprise management tools for ticketing and performance monitoring purposes.
18	Project Details Scope of Work (Annx 12, Page-46)	<ul style="list-style-type: none"> <li>Engineer from vendor must have adequate knowledge for handling the installation, configuration and support &amp; services for supplied hardware.</li> </ul>	Assume that the vendor has to arrange engineers on call basis only, kindly confirm No dedicated on-site engineers are required.	Comment deviated basic ask of the bank. Vendor /OEM should have adequate knowledge on support and configuration. (mainly during implementation to address all the issues)
19	Project Details Scope of Work (Annx 12, Page-46)	right to shift the Mid-Range Storage to new location	Please share more clarify on timelines of new location? Is this in the same city of Mumbai / HYD ?	Under the Bank Discretion requirement can be changed.
20	Project Details Scope of Work (Annx 12, Page-46)	integrate with existing system	Request clarifications on Integrate with existing systems? Is this existing -Host, SAN Switch & any other layer?	Need to integrate with existing storage/SAN and Bank Infra. Complete details will be shared with successful bidder

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S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
21	Project Details Scope of Work (Annx 12, Page-46)	<ul style="list-style-type: none"> <li>Successful vendor need to provide complete call logging details along with escalation matrix.</li> </ul>	Can we confirm - BOB RRB/ Your Managed Services team will log Call directly on OEM Support Portal or On Implementation Partner Service Desk for Calls?	This would be two way action either MSP/Bank.
22	Project Details Scope of Work (Annx 12, Page-46)	<ul style="list-style-type: none"> <li>The successful vendor need to specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment.</li> </ul>	Suppose a VM is required for Storage manager? - Can we deploy VM on BOB RRB Existing VM Server farm? Or we need we consider a physical server separately?	Should supply as per Bank requirement
23	Project Details Scope of Work (Annx 12, Page-46)	<ul style="list-style-type: none"> <li>The resolution/replacement time for any issue will be 4 hours. There should be 24x7x365 support for any technical related issue for all the supplied products through this RFP directly from the OEM and the vendor.</li> </ul>	Requesting Bank to consider for broader participation "The resolution/replacement time for any issue will be 6 hours. There should be 24x7x365 support for any technical related issue for all the supplied products through this RFP directly from the OEM and the vendor"	No change
24	Project Details Scope of Work (Annx 12, Page-46)	<ul style="list-style-type: none"> <li>If any services, functions or responsibilities not specifically described in this scope but are an inherent, necessary or customary part of the services and are required for proper performance or provision of the services in accordance with the scope, they shall be deemed to be included within the scope of the services, as if such services, functions or responsibilities were specifically required and described in this scope and shall be provided by the vendor at no additional cost to the Bank</li> </ul>	We request Bank to Consider that such additional requirements has to be a Change request. There are many requirements for Storage deployment including environmental Variables like cabling, integration with SAN, Migration, Power and cooling. Unless it is requested in Scope with Volumetric, it will be difficult to accept such terms. We might need Virtual machines to host the Storage Tools like Performance Monitoring and Storage Configuration	No change

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S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
25	Project Details Scope of Work (Annx 12, Page-47)	After installation, the successful vendor need to provide OEM authorized certification/training program to Bank's identified people, regarding installation, configuration, operation, basic troubleshooting etc as per Bank's requirement.	Kindly confirm the details of training; number of participants, duration, topics to be covered, number of batches etc.	Selected bidder should provide at least 15 days of one time offline training for administering supplied product to minimum 15 Bank identified personnel.
26	Project Details Scope of Work (Annx 12, Page-56) - Delivery	The Midrange Storage must be delivered and installed as per project scope within a period of 8 weeks in totality from	Request you to please consider 12-16 weeks of Delivery timelines	No change
27	Project Details Scope of Work (Annx 12, Page-56) - Delivery	The Midrange Storage must be delivered and installed as per project scope within a period of 8 weeks in totality from the date of placing of purchase order by the Bank. The delivery and installation of storage as per the required scope needs to be completed as per the timelines mentioned above. Vendor will have to pay late delivery charges to the Bank @ 1% of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the total purchase order value inclusive of all taxes, duties, levies etc. If delay exceeds the maximum percentage of 5%, Bank reserves the right to cancel the respective purchase order.	The Midrange Storage must be delivered and installed as per project scope within a period of 8 weeks in totality from the date of placing of purchase order by the Bank. The delivery and installation of storage as per the required scope needs to be completed as per the timelines mentioned above. Vendor will have to pay late delivery charges to the Bank @ 0.5% of the delayed portion of the purchase order value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the total purchase order value inclusive of all taxes, duties, levies etc. If delay exceeds the maximum percentage of 5%, Bank reserves the right to cancel the respective purchase order.	No change

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S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
28	Project Details Scope of Work (Annx 12, Page-56) - Transportation and Insurance	All the costs should include cost, insurance and freight (c.i.f). However, the vendor has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the vendor till the acceptance of the Hardware by Bank. The vendor should also assure that the g	Transportation and Insurance All the costs should include cost, insurance and freight (c.i.f). However, the Bidder has the option to use transportation and insurance cover from any eligible source. Insurance cover should be provided by the bidder till the delivery acceptance of the goods to the Bank.	No change
29	Project Details Scope of Work (Annx 12, Page-57) - Insurance	Patch updation, security patch updates etc to be done (as and when required) preferably quarterly / half yearly in coordination with the Bank / MSP team.	For this activity which is Day 2 Operations - Can we 1. Can we give training to your existing MSP and they do the activity? If Yes -request to delete this clause or 2. Can this activity be done remotely? In coordination with your existing MSP?	No change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
30	Project Details Scope of Work (Annx 12, Page-58) - Warranty	<p>The Bidders warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.</p> <p>The Bidder further warrants that all Goods supplied or Works carried out under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and /or material is required by the Bank's specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods or Works in the conditions prevailing in the country. Warranty should not become void if the Bank buys any other supplemental hardware from third party and installs it with/in these machines.</p>	<p>Please confirm your understanding that where vendor is supplying OEM products, all warranties in respect of the feature of the products, will be pass on to the Bank "as-is", as and to the extent received from the OEMs. Bidder cannot give more warranties than what the OEM provides. Bidder will only warrant that products supplied will be new and unused.</p>	No change



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<b>S No</b>	<b>Point / Section #</b>	<b>Clauses mentioned in RFP Document</b>	<b>Comment/Suggestions (From Vendors)</b>	<b>Bank's Clarifications to the bidder query</b>
31	Project Details Scope of Work (Annx 12, Page-59) - Payment Terms	70% of the total cost of Storage on delivery plus 100% of GST at actuals. 18% of total cost after one month of successful installation and satisfactory functioning. Balance 12% of the delivered Storages cost would be payable in year 4 and year 5 on submission of satisfactory service report from Bank's project manager. The payment for balance 12% will be divided into eight equal instalments for year 4 & year 5 and paid quarterly in advance from the start of 4th year warranty period.	80% against delivery within 30days & 20% on installation within 30days.	No change
32	Project Details Scope of Work (Annx 12, Page-59) - Payment Terms	Site readiness : in such a case the successful vendor has to give an undertaking to complete installation within a week of being informed that the site is ready	Increase the timeline of undertaking of installation upon the site ready notification to 2 weeks or 7 working days instead of the mentioned 1 week.	Site readiness : in such a case the successful vendor has to give an undertaking to complete installation within 2 weeks of being informed that the site is ready

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
33	Project Details Scope of Work (Annx 12, Page-59) - Payment Terms	Payment terms Ø 70% of the total cost of Storage on delivery plus 100% of GST at actuals.Ø 18% of total cost after one month of successful installation and satisfactory functioning. Ø Balance 12% of the delivered Storages cost would be payable in year 4 and year 5 on submission of satisfactory service report from Bank's project manager. The payment for balance 12% will be divided into eight equal instalments for year 4 & year 5 and paid quarterly in advance from the start of 4th year warranty period.	We suggest to change payment terms as below, Payment terms: 1) 70% of the total cost of Storage on delivery plus 100% of GST at actuals. 2) 30% of total cost after one month of successful installation and satisfactory functioning.	No change
34	Project Details Scope of Work (Annx 12, Page-59) - Payment Terms	The method and conditions of payments to be made to the successful vendor shall be: 70% of the total cost of Storage on delivery plus 100% of GST at actuals. 18% of total cost after one month of successful installation and satisfactory functioning. Balance 12% of the delivered Storages cost would be payable in year 4 and year 5 on submission of satisfactory service report from Bank's project manager. The payment for balance 12% will be divided into eight equal instalments for year 4 & year 5 and paid quarterly in advance from the start	Since the bidder would have paid 100% of the Product cost upfront to OEM, would request Bank to modify the payment milestone as under:-  70% of the total cost of Storage on delivery plus 100% of GST at actuals. 18% of total cost after one month of successful installation and satisfactory functioning. Balance 12% of the delivered Storages cost on submission of PBG of equivalent amount.	No change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
		of 4th year warranty period.		
35	Project Details Scope of Work (Annx 12, Page-60) - Right to alter quantity	The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities/items.	While the prices will be locked for the initial PO, since the prices are dependent on Duties (including Custom Duty), Taxes, Levies, USD-INR exchange rate, OEM List Price, OEM Discounting etc. we request Bank to delete this clause or modify so that the prices for subsequent orders will be as mutually agreed.	No change
36	Service Levels (Annx 13, Page-61)	Penalty is NIL upto 4 hours of damage/degradation/nonfunctioning.	Request you to increase the number of hours here for NIL penalty.	No change
37	Masked Commercial Bid (Clause g, Page-63)	g. Data Migration from existing system to the new system shall be a responsibility of the successful bidder and it to be carried out by the as part of Installation cost.	Kindly share the details of existing devices and size of data to be integrated with the new storages.	Size of data to be migrated at each site will be approximately 250TB. Complete details will be shared with successful bidder.
38	Masked Commercial Bid (Clause k, Page-63)	In the case of additional requirements desired by the Bank during the period of 1 year from date of purchase order, the Bank can place the order for additional 25% of the over and above the quantity for which Order is placed with a particular bidder.	While the prices will be locked for the initial PO, since the prices are dependent on Duties (including Custom Duty), Taxes, Levies, USD-INR exchange rate, OEM List Price, OEM Discounting etc. we request Bank to delete this clause or modify so that the prices for subsequent orders will be as mutually agreed.	No change

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39	Information/Cyber-Security Measures/Controls for selected Service Provider (Annx-18 , Page-69)	Annexure 18 – Information/Cyber-Security Measures/Controls for selected	Request clarifications - If all the content in the annexure is applicable for Storage Implementation perspective?	Yes and wherever required it has to be adhered with
40	Information/Cyber-Security Measures/Controls for selected Service Provider (Annx-18 , Page-70)	3.1. Prepare and maintain an up-to-date network architecture diagram at the organization level including wired/wireless networks.	Whether the activities mentioned in Network Management and Security coming under our scope?	Yes and wherever required it has to be adhered with
41	Information/Cyber-Security Measures/Controls for selected Service Provider (Annx-18 , Page-71)	4.1. Document and apply baseline security requirements/configurations to all categories of devices (end-points/workstations, mobile devices, operating systems, databases, applications, network devices, security devices, security systems, etc.), throughout the lifecycle (from conception to deployment) and carry out reviews periodically, 4.2. Periodically evaluate the configuration of all such devices (such as firewall, network switches, security devices, etc.) and patch levels for all systems in the SP's IT ecosystem.	Whether the activities mentioned in Secure Configuration coming under our scope?	Yes and wherever required it has to be adhered with

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<b>S No</b>	<b>Point / Section #</b>	<b>Clauses mentioned in RFP Document</b>	<b>Comment/Suggestions (From Vendors)</b>	<b>Bank's Clarifications to the bidder query</b>
42	Information/Cyber-Security Measures/Controls for selected Service Provider (Annx-18 , Page-71)	5. Application Security Life Cycle (ASLC)	Whether the activities mentioned in Application Security Life Cycle (ASLC) coming under our scope?	Yes and wherever required it has to be adhered with
43	Information/Cyber-Security Measures/Controls for selected Service Provider (Annx-18 , Page-72)	6. Patch/Vulnerability and Change Management	Assume the vendor has to do the remediation only, all the test/audits has to be done by bank and bear the cost for the same. Kindly confirm.	Yes and wherever required it has to be adhered with
44	Information/Cyber-Security Measures/Controls for selected Service Provider (Annx-18 , Page-73)	8. Data Leak prevention strategy	Any DLP solution is implemented at bank now?	Yes and wherever required it has to be adhered with
45	Information/Cyber-Security Measures/Controls for selected Service Provider (Annx-18 , Page-74)	12. Vulnerability assessment and Penetration Test	Assume the vendor has to do the remediation only, all the test/audits has to be done by bank and bear the cost for the same. Kindly confirm.	Yes and wherever required it has to be adhered with

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
46	Service Level and Non Disclosure Agreement (Clause 15, Page-82)	Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered. The provisions of this Clause shall survive the termination of this Agreement.	We request revision that to reflect that only applicable LD/penalty as per terms of the agreement, can be set off from the amount payable.	No change
47	Service Level and Non Disclosure Agreement (Clause 18, Page-85)	The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or	1) The Service Provider shall indemnify the Bank, and shall (always to be delete) keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including reasonable (add) attorneys' fees) in any way arising out of any claim, suit or proceeding brought against the Bank as a result of: (minor edits suggested)d) Failure of the Bidder make good the situation within the 30 days cure period as remedy e) The selected Bidder commits a material breach of any of the terms and conditions of the signed contract.Bidder desires deletion of this clause: The selected vendor commits a breach of any of the material terms & conditions Suggest edit: Change negligence to gross negligence	No change



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S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
48	Service Level and Non Disclosure Agreement (Clause 18, Page-85)	Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.	Define Gross negligence / Wilful misconduct to be defined in the contract	No change, clause is self-explanatory
49	Service Level and Non Disclosure Agreement (Clause 18, Page-86)	Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Service Provider.	Indemnity shall exclude direct, indirect, incidental, consequential, any loss of business, goodwill or profits even if such party has been advised of the possibility of such damages  Bidder suggest indemnity for claims made by its customer is too wide and need to be deleted The incremental cost shall be restricted to 10% only	No change
50	Service Level and Non Disclosure Agreement (Clause 21, Page-87)	In following events Bank shall terminate this assignment or cancel any particular order if service provider: breaches any of its obligations set forth in this agreement and Such breach is not cured within 15 ) Working Days after Bank gives written notice; or ·Failure by Service Provider to provide Bank, within 15 ) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or ·The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory. ·Supply of substandard materials/ services	Breaches any of its material obligations set forth in this agreement and Such breach is not cured within 30 Working Days after Bank gives written notice; or ·Failure by Service Provider to provide Bank, within 30 ) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank  The words "unsatisfactory" / sub-standard are very subjective and need to be deleted	No change

<b>S No</b>	<b>Point / Section #</b>	<b>Clauses mentioned in RFP Document</b>	<b>Comment/Suggestions (From Vendors)</b>	<b>Bank's Clarifications to the bidder query</b>
51	Service Level and Non Disclosure Agreement (Clause 21, Page-87)	Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process. -If deductions of penalty exceeds more than 10% of the total contract price.	The words "quality of service" are very subjective and need to be deleted	No change

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S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
52	Service Level and Non Disclosure Agreement (Clause 21, Page-87)	Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing.	<p>As the bidder would have taken non-cancellable back-lining of support from OEM for the entire contract duration, we request you to remove this termination for convenience</p> <p>1) This Termination for convenience: Propose:</p> <p>1) In the event of Termination, EIT will invoice and BOB will pay in respect of any Services already performed until the termination date as per the payment terms of this Agreement along with agreed Termination Exit fees</p> <p>2) In the event of Termination, EIT will invoice and BOB will pay in respect of any Services already performed until the termination date, work under progress till date of termination including termination fees as per the payment terms of this Agreement.</p> <p>We understand that bank will provide cure period prior to cancellation of contract for termination due to cause &amp; we propose this option be limited to termination for material breach and the excess cost recoverable from the Bidder be capped. Further bidder seeks that the liability for bidder shall be limited to 5% of value of such affected deliverable</p>	No change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
53	Service Level and Non Disclosure Agreement (Clause 21, Page-87)	If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.	The liability in such an event could be limited to the 10% of the differential excess amount spent by the Bank for procuring similar deliverables and services.	No change

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S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
54	Service Level and Non Disclosure Agreement (Clause 25, Page-90)	Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value. However, Service Provider's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Service Provider as part of procurement under the Agreement. Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the	We agree that the total liability shall be the total contract value. However, we request a small change in para 2 of the clause (to be read as follows):"Service Provider's liability in case of claims against the Bank resulting from Wilful and Proven Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited." LoL to be restricted to ACV Under no circumstances shall either party be liable to the other for any direct, indirect, incidental, consequential, any loss of business, goodwill or profits even if such party has been advised of the possibility of such damages. Under no circumstances either Party shall be liable to the other Party for indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the Parties has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.	No change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
		<p>possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement. All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.</p>		