

[A] Important Dates:

Sr. No.	RFP / Bid	Timeline
1	Last Date of Submission of RFP Response (Closing Date)	03:00 PM on 26th July, 2023
2	Eligibility Cum Technical Bid Opening Date	03:30 PM on 26th July, 2023

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 Enterprise Class Storage System (Bid Number: GEM/2023/B/3539788 dated 07th June 2023).

Sr. No.	Clause in RFP	Clarifications/ Changes made
1	<p>Annexure 02 – Bid Evaluation Terms</p> <p>A. Eligibility and Technical Bid Evaluation</p> <p>.....</p> <p>.....</p> <p>B2 - Below clause Applicable for the Bidder if submitting bid as a partner of the OEM:</p> <p>1. Must have registered average annual turnover of 200 Crores or above (from Indian Operations only) during the last three completed financial years – 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 & 2020-21 along with letter of undertaking that FY 2021-22 statement is not audited.</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>Annexure 02 – Bid Evaluation Terms</p> <p>A. Eligibility and Technical Bid Evaluation</p> <p>.....</p> <p>.....</p> <p>B2 - Below clause Applicable for the Bidder if submitting bid as a partner of the OEM:</p> <p>1. Must have registered average annual turnover of 75 Crore or above (from Indian Operations only) during the last three completed financial years – 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 & 2020-21 along with letter of undertaking that FY 2021-22 statement is not audited.</p> <p>.....</p> <p>.....</p> <p>.....</p>
2	<p>Annexure 02 – Bid Evaluation Terms</p> <p>A. Eligibility and Technical Bid Evaluation</p> <p>.....</p> <p>.....</p> <p>C - Others:</p> <p>1. The Bidder should be the Original Equipment Manufacturer (OEM) or their highest or equivalent authorized partner for supply, installation & support under the proposed product category in India as on RFP date.</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>Annexure 02 – Bid Evaluation Terms</p> <p>A. Eligibility and Technical Bid Evaluation</p> <p>.....</p> <p>.....</p> <p>C - Others:</p> <p>1. The Bidder should be the Original Equipment Manufacturer (OEM) or their authorized partner for supply, installation & support under the proposed product category in India as on RFP date.</p> <p>.....</p> <p>.....</p> <p>.....</p>

Annexure 12 - Project Details Scope of Work

1. Project Scope:

The scope of Work for the successful bidder is to Supply, Installation, Implementation and successful handover of Enterprise Class Storage Arrays and other allied components for the CBS stack of applications at DC, DR and NDR locations to the Bank's identified team. The services covered as part of the vendor includes, but not limited to the following:

- Supply, Installation & Maintenance of Enterprise Class Storage Arrays with associated underlying software, licenses, allied components and services as per Bank's requirement with coordination of Bank's identified teams at Bank's identified location.
- Bank reserves the right to shift the Storage Arrays provided by vendor by making own arrangement to a new location/s, Support & services for the Storage Arrays shall continue to be remain in force at the new location.
- The successful bidder has to provide the on-site support during any planned maintenance activities like Power Shutdown, Internal Movement of Storage and SAN Devices within same DC or Movement of Storage and SAN devices between different Data Centers without any additional cost to the Bank.
- Successful bidder has to facilitate OEM on-site support engineers in case of any major incidents reported in Bank's Data Centers within 4 hours of such reporting.
- The Successful vendor need to design the Setup Architecture including physical infrastructure and logical design as per Bank's need.
- The successful bidder/OEM has to completely involve and perform the seamless data migration from the existing storage arrays to the newly procured storage arrays (without any manual effort). This can be leveraged by any third party migration tools (as per Industry standard) for which the bidder has to supply the tool with necessary licenses till completion of such migration. The complete plan and execution has to be taken care by the successful bidder by accessing the existing SAN infrastructure of the Bank. The existing Storage array used in the Bank was HPE XP7 and the size of data to be migrated will be 500TB at DC, 500TB at DR.
- The successful bidder/OEM has to plan, co-ordinate and implement the 3DC replication architecture for the mission critical databases of the Bank.
- The successful bidder/OEM has to plan, co-ordinate with the identified teams of the Bank and implement the Storage High availability architecture with load balancing for the mission critical Databases/applications identified by the Bank.
- Separate technical account manager (TAM) is required for Bank, who will co-ordinate for any support related cases with the OEM and has to actively involved in all such activities like Periodic assessment, firmware upgrades, any activities planned at Bank's Data Centers.
- The successful bidder/OEM should assist and co-ordinate with Bank and MSP team in case of any future activities like Automation in Storage allocations, ITSM Tools integrations, Storage Management/Monitoring/Performance Reporting software up-gradations without any additional cost to the Bank.

- The successful vendor shall co-ordinate with Bank's identified team to provide support for configuration issues, hardware replacement etc.
- The successful bidder should organize for quarterly and on-demand review meeting with Bank and the Bank's identified team to update the status of call logs, incidents, any firmware/patches/software upgrades required for the storage system and the other components as part of the procurement
- The successful vendor will configure, install, de-install, re-install, re-configure (in case Bank need any configure change) at no extra cost during the entire contract period.
- Supply, commission, install, test, configure, integrate with existing system and maintain the Storage and add on components, which are approved by the bank.
- The successful bidder/OEM should facilitate all types of reporting requirements in the key areas like availability, health status, performance, utilization etc in a real-time dashboard, and to facilitate the generation of such reports on demand basis and scheduled basis.
- Break-fix support of supplied storage arrays and OS/ firmware upgrades for the devices supplied as part of this contract.
- The successful bidder/OEM has to recommend and inform the Bank for any patch/firmware/software upgrades immediately post the stable version releases including the remedy against any possible attacks and latest vulnerability found in the product. Post Bank's acceptance and the approvals, the bidder/OEM has to perform such upgrades by visiting onsite and without any additional cost to the Bank.
- The successful vendor shall provide patches/ upgrades of OS/ firmware during 5 years warranty period without any extra cost to Bank.
- Complete System Assessment has to be carried out by the OEM on Half-yearly basis and the OEM has to recommend and assist in implementing the changes in the architecture/system as per the industry best practices and latest advancements in the industry.
- The successful vendor shall provide timely proactive deployment of latest firmware versions / security patches in coordination with Bank's identified team.
- 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.
- Bank shall freeze installation setup, configuration and schedule in mutual consultation with the successful vendor and Bank's identified teams.
- Confidentiality of the Bank's setup must be maintained by vendor.
- Engineer from vendor must have adequate knowledge for handling the installation, configuration and support & services for supplied hardware.
- Successful vendor need to provide complete call logging details along with escalation matrix.
- The successful vendor need to specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment.

- 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.
- After installation, the successful vendor need to provide OEM authorized certification/training program to Bank's identified people, regarding installation, configuration, operation, deployed architecture of the solution, Technical architecture, Complete run through of the Storage Management/Monitoring/Performance reporting software, basic troubleshooting etc. as per Bank's requirement.
- Vendor is expected to provide post installation support to the Bank. The successful vendor will provide the assistance whenever required. Warranty support shall be provided by the successful vendor.
- Vendor should provide the complete documentation including technical, operations, user manual, etc.

Following documents should be delivered by the vendor to the Bank including user manuals, Technical Architecture diagram, HLD, LLD, installation manuals, operation manuals, design documents, process documents, technical manuals, technical specification, system configuration documents, debugging/diagnostics documents etc.

The product proposed by the bidder must comply with the technical specification given below:

S No	Clause in RFP	Clarifications/ Changes made
Minimum Technical Specifications for Enterprise Storage		
1	Generic Specifications	
1.1	The offered storage should be a High end Enterprise class storage. Proposed storage array should be an All Flash NVME SSD based true enterprise storage with support for Controller ScaleUp as well ScaleOut architecture.	No Change
1.2	Controller configuration: Storage 1 : 4 controllers scalable upto at least 12 controllers Storage 2 : 8 controllers scalable upto at least 12 controllers Storage 3 : 2 controllers scalable upto at least 12 controllers	No Change
1.3	Cache configuration: Storage 1 : minimum 2TB scalable to 6TB Storage 2 : minimum 4TB scalable to	No Change

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	<p>6TB Storage 3 : minimum 1TB scalable to 6TB The cache should be accessible by other controllers in the storage system. Only write cache must be mirrored. If Read Cache is mirrored then additional Cache capacity should be provided. Cache memory should be delivered on DRAM, any other device or HDD should not be considered as cache. The control overhead on cache should not be more than 5% of the total cache offered to attain the highest level of usable data cache.</p>	
1.4	<p>Usable Capacity: Storage 1: 1PB usable capacity Scalable upto minimum 4 PB (DC - Mumbai and DR -Hyderabad) Storage 2: 2PB Storage Box - Scalable upto minimum 4 PB (DC -Mumbai and DR -Hyderabad) Storage 3: 512TB Storage Box - Scalable upto minimum 4 PB (NDR - Mumbai and NDR -Hyderabad)</p> <p>The above mentioned capacity without considering data reduction or storage efficiency technologies such as Deduplication, Compression and thin provisioning etc. The Raid format proposed should be RAID 6 or equivalent.</p>	<p>Usable Capacity: Storage 1 : 1 PB usable capacity Scalable upto minimum 3.8 PB (DC - Mumbai and DR -Hyderabad) Storage 2 : 2 PB Storage Box - Scalable upto minimum 3.8 PB (DC - Mumbai and DR -Hyderabad) Storage 3 : 512 TB Storage Box - Scalable upto minimum 3.8 PB (NDR - Mumbai and NDR -Hyderabad)</p> <p>The above mentioned capacity without considering data reduction or storage efficiency technologies such as Deduplication, Compression and thin provisioning etc. The Raid format proposed should be RAID 6 or equivalent. All capacity mentioned is in Base 2 usable capacity.</p>
1.5	<p>The storage should have Symmetric Active-Active Controller architecture & Global Cache Architecture where a LUN should be accessible by all the controllers simultaneously.</p>	<p>No Change</p>

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1.6	All three storage proposed to be of same storage model and Bidder should quote the highest storage model in respective Enterprise Series	No Change
1.7	All drives should be either 15 TB or 30 TB NVMe Flash only.	All drives should be of 15 TB or higher capacity NVMe Flash only. The Storage should be supplied with the same capacity of drives and should have the same Raid format to achieve the proposed capacity. There should not be any mix of different capacity disks/different/mix of Raid Groups to achieve the proposed capacity
1.8	All the scalable capacity in Base2 usable capacity with the existing controller family and without any change in existing disk setup.	No Change
2	Data Services	
2.1	Proposed storage should also include Snapshot, Clones, Point in time full copy or equivalent, In-system replication or equivalent and Volume cloning features. Necessary licenses for the entire supported capacity of the storage array should be available from day one. Each storage system should support at least 3 Point in Time copies (BC copies) within the same storage system for a given production volume.	No Change
2.2	Local Replication for Granular Recovery: The proposed array must have capability to create up to 256 target less snapshot of a single source volume for granular recovery. Should have the capability to schedule creation, deletion and expiration of snapshots. In case separate licenses are required for local replication the bidder needs to factor all-inclusive licenses.	No Change

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2.3	Local Replication Performance & Space Efficiency: The proposed array must have capability to create up to 1024 mountable space-efficient snapshots or clones of single source volume for various purposes like reporting, backup, test & dev etc. This space efficient snapshot solution should be based on redirect-on-write (RoW) technology to minimize impact on production volumes / Copy-after-write (CAW) technology but overhead for CAW / RoW to be factored extra on top of respective IOPs (in Terms of host) as stated in the RFP against each devices. Storage System must support Application integration for Oracle Databases for Snapshots and Snapclones.	The operating system will be any industry standard Operating system. The required licenses to be provided if required.
2.4	Local Replication Refresh Production Copy: The proposed array local replication solution should provide incremental resync of source volumes to snapshots and clones.	No Change
2.5	Instant Access of Copy: The proposed array local replication solution should provide instant activation of point-in-time copies for read/write access, while copying can continue in the background	No Change
2.6	Intra & Inter Array Consistency Groups: The proposed array remote replication and local replication solution should provide consistency group feature to ensure consistency of the data across multiple volumes of an application within an array or across multiple homogenous arrays.	No Change
3	Architecture And Availability	
3.1	3DC Replication Architecture:- a) The storage should have capability of 3 way replication with zero data loss to support the defined RTO and RPO objectives of the Bank.	3DC Replication Architecture:- a) The storage should have capability of 3 way replication with zero data loss to support the defined RTO and RPO objectives of the Bank.

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	<p>b) DC, DR, NDR storages should be configured in 3DC architecture to support Zero RPO with 100% data availability guarantee. 3DC should be able to support active workload at both DC & DR sites in parallel.</p> <p>c) The replication solution should support three-way remote replication in both Concurrent with Delta Re-sync for zero-data-loss and Cascaded configuration with minimal impact on the primary storage system.</p> <p>d) The proposed storage system should support active-active configurations across 2 geographically separate sites at metro distance, where a single application should be active across both the sites delivering 0-RPO and 0-RTO. Proposed Array should support oracle Extended Cluster for METRO Cluster Deployments.</p>	<p>b) DC, DR, NDR storages should be configured in 3DC architecture to support Zero RPO with 100% data availability guarantee. 3DC should be able to support active workload at both DC & DR sites in parallel.</p> <p>c) The replication solution should support three-way remote replication in both Concurrent with Delta Re-sync for zero-data-loss and Cascaded configuration with minimal impact on the primary storage system.</p> <p>d) The proposed storage system should support active-active configurations across 2 geographically separate sites at metro distance, where a single application should be active across both the sites delivering 0-RPO and 0-RTO. Proposed Array should support oracle Extended Cluster for METRO Cluster Deployments</p> <p>e) Storage should be provided with the Storage to Storage replication licenses equal to the proposed storage capacities</p>
3.2	The proposed array remote replication solution should provide zero RPO with synchronous mode of operation and should provide RPO with asynchronous mode of operation.	No Change
3.3	It should capable of switching the remote replication mode from synchronous to asynchronous and vice versa for the same volumes	No Change
3.5	The Storage Array should have an NSPoF (No single point of failure) architecture with separate front end modules (configured in pairs) and separate backend modules (configured in pairs).	No Change
3.6	Storage to be guaranteeing performance and 100% availability of data and should offer at least 64 x 32Gbps FC ports for host connectivity	1 PB Storage should have minimum 64 x 32 Gb FC Ports and scalable upto minimum 128 x 32 Gbps FC Ports

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	and shall be scalable to 128 x 32Gbps FC ports or more on the same set of proposed controllers without compromising on the Back End Directors or Storage Processors	2 PB Storage should have minimum 64 x 32 Gb FC Ports and scalable upto minimum 128 x 32 Gbps FC Ports 512 TB Storage should have minimum 32 x 32 Gb FC Ports and scalable upto minimum 128 x 32 Gbps FC Ports
3.7	Proposed storages must provide non-disruptive scalability.	No Change
3.8	The proposed storage array should be enterprise class have active- active controllers with NSPoF (No Single Point of failure) architecture & 99.9999% availability with NVMe Drives. Proposed storage array should NOT be a clustered or grid of multiple smaller storage system. Usable capacity should be not distributed across multiple storage systems. Single Storage System maximum will be referenced as per OEM Storage datasheet for maximum Controllers & Drives & Raw Capacity per single storage systems.	No Change
3.9	100% data availability should be published on OEM website/Product Data Sheet.	No Change
3.10	Non-disruptive LUN/volume access even in case of node/controller failure should be available.	No Change
3.11	The proposed array should be a true enterprise class storage, supporting block (FC,NVMeoFC and iSCSI) services and VVOLs. Proposed storage should also support NDU software, hardware, firmware upgrades. The proposed storage system should support non-disruptive firmware upgrades without rebooting any controller.	No Change
3.12	Proposed storages must have active-active capability to assure high availability of data with load balancing.	No Change

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3.13	Complete Proposed Storage Usable Capacity should be on same type (NVME) & same size (TB) capacity	No Change
3.14	The proposed Storage Hardware should have redundant power supply.	No Change
4	Data Services	
4.1	The proposed array must provide an audit service to record activities including host-initiated actions, physical component changes, attempts blocked by security control. Audit log should be secure and tamper-proof.	No Change
4.2	The storage should be able to provide Quality or Service (QOS) to ensure bandwidth is allocated to desired servers or ports, storage should be capable of restricting IOPS or throughput to LUNs or Volumes.	No Change
4.3	Proposed storage must support all industry standards RAID levels like RAID 5, 6 or equivalent	No Change
4.4	Proposed storage must support mix RAID configuration behind controllers/node.	No Change
4.5	The storage array should allow online expansion of existing RAID Groups /Storage Disk Pools.	No Change
5	Data Encryption	
5.1	The proposed array must provide storage controller level Data at Rest Encryption (D@RE) solution to encrypt data on all drives. Array should support either embedded automated key management with no user intervention at any time or integration with KMIP standard external Key managers like IBM SKLM and Gemalto SafeNet KeySecure or equivalent. It should support: KMIP 1.2 (higher as well as backward compatibility). Also should have backward support.	No Change

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5.2	Bidder needs to integrate proposed key management solution with the existing key management solution as per the requirement from the Bank. The details of the Key management solution will be provided to the successful bidder.	No Change IBM SKLM
5.3	Under no circumstances the storage administrator, security administrator, or any other user should be able to disable encryption for any individual RAID group or individual drive.	No Change Just to ensure that no changes in the Security settings in the system even by the security admin, to ensure data availability and security
5.4	Encryption mechanism should comply with the regulatory compliance as per RBI and other regulatory guidelines	Bidder can refer the guidelines available in the websites of Regulatory beauros like RBI and others
5.5	Encryption should not add any performance overheads	No Change
6	Data Reduction for space efficiency	
6.1	The proposed array must provide enterprise class data services including but not limited to – Thin Provisioning, Inline Compression & De-duplication, Replication, Snapshot with ROW algorithm. In case Copyafter-write / Copy on-write technology used then additional overhead for COW / CAW / RoW to be factored extra on top of the mentioned IOPs (in Terms of host) as stated in the RFP.	No Change
6.2	Storage should allow enable/disable of data services per application storage groups (single or group of LUNs). Data reduction must be supported on block.	No Change
6.3	The proposed array should provide inline compression of application data for space efficiency. The Storage array should offer at least 2:1 compression ratio (irrespective of the type of data including Database, application and other file-systems) of application data from day one of the operations. To cater the compression ratio, Bidder needs to factor necessary augmentation of	No Change

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	additional Infrastructure as per requirement.	
6.4	Compression on an application storage group (single LUN or multiple LUNs), as and when required.	No Change Both are different technologies even though providing the Data Reduction capabilities. If both are getting enabled there is no issues.
7	Storage Connectivity	
7.1	The storage system controllers should be connected via redundant hi-speed low-latency interconnects using PCI-e 3.0 connectors or equivalent. The offered storage solutions should not use interconnects such as Ethernet or FC for inter-controller connectivity or communications.	No Change
7.3	Array must be capable of upgrading more FC, iSCSI, eth ports online in future.	No Change
7.4	The array should be supplied with OEM recommended back end ports and speed considering the best available technology.	No Change
7.5	The proposed array should scale to at least 128 x 32 Gbps FC/FICON front end ports to provide scalable and dedicated connectivity to open systems and remote replication	No Change
7.6	From day one, the storage solution should support FC and iSCSI, NVMe over FC connectivity natively and should not require external hardware to support these protocols and connectivity.	No Change
7.7	Back-end ports: Offered storage array architecture shall be based on latest generation technology of minimum 32Gbps FC for Front-end while backend should support PCIe for NVMe SSDs to offer faster communication using minimum PCIe 3rd generation IO modules.	No Change

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7.8	Proposed storage should support file-level or block-level replication with storage arrays from other major OEMs like IBM, HPE, Hitachi, DELL and NetApp. All license required for implementing the feature should be factored in by the bidder. The proposed storage should be compatible with existing storage devices for synchronous or asynchronous block/file level replication. The current functionality of operations should be supported by proposed hardware and made compatible without any impact attributable to change in OEM/Storage hardware.	Clause stands deleted
7.9	Proposed storage should be compatible with all existing SAN switches in Bank.	No Change
8	Storage Performance	
8.1	At least 4 Million (2PB system), 2 Million (1PB system), 1 Million (512TB System) IOPS with random workload should be supported with 70% Read and 30% Write Ratio with 16KB block size and less than 1 ms latency with NVME SSD drives with both FC & NVMeoFC protocols as frontend and at fully populated capacity even in case of controller or node failure The proposed storage system should have rated maximum IOPS of 4M or above (2PB system), 2M or above (1PB system), 1M or above (512 TB system) at 100% random read hit with 8K block size	No Change
8.2	Performance has to be measured through IO meter tools for proposed solution on the mentioned IOPs from storage to the hosts. Testing to be done with storage onsite and can leverage load generation servers from OEM's lab.	No Change

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9	Data Availability	
9.1	The proposed array must protect data in cache during a manual power down or an unexpected power outage by vaulting or de-staging the data in cache to non-volatile flash modules.	No Change
9.2	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
9.3	Data loss in storage should be zero.	There should not be any data loss due to any Hardware level or Software level malfunction in the complete Storage System.
9.4	The Data Services such as snapshots, Concurrent and cascaded replication etc. should not have any overheads on the storage performance.	No Change
9.5	The proposed array should provide partitioning of DRAM Cache and allow allocation of portions of cache to specific workloads. DRAM Cache partitions should be dynamic and allow the temporary donation of unused cache to other partitions after a specified donation time.	The proposed array should provide the efficient use of controller cache or provide partitioning of DRAM cache to allow allocation of portions of cache to specific workloads. For DRAM Cache partitions it should be dynamic and allow the temporary donation of unused cache to other partitions after a specified donation time and for controller cache it must be able to dynamically allocate the workloads without any performance issue of applications.
9.6	The proposed array should provide QoS feature to limit the amount of IO (IOPs) or bandwidth (MB/s) a particular application can drive on the array.	No Change
9.7	QoS feature should allow the administrator to limit front-end (FE) port performance by either IOPS, Host MB per host, or combination of both on an application Storage Group level (single LUN or Multiple LUNs).	No Change

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10	Storage Management Software and Hardware	
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, predictive analysis, and trending, forecasting of performance and capacity and utilization monitoring and automatic call log system (integrated) to OEM-storage support team for any issues in the complete storage infrastructure along with alerts to defined users.	No Change
10.2	Storage management software should be able to identify performance bottleneck, Support Root Cause Analysis for IO Latencies, SAN and storage level and should be able to troubleshoot storage performance problems. Storage management software should show end to end physical and logical topology view of the infrastructure from virtual host to storage devices including SAN interconnect	Storage management software should be able to identify performance bottleneck, Support Root Cause Analysis for IO Latencies, storage level and should be able to troubleshoot storage performance problems. Storage management software should show end to end physical and logical topology view of the infrastructure from host ports to drives
10.3	Proposed storage management software should provide management of multiple storage system from single console.	No Change
10.4	Web based software should be accessible from any intranet connected devices.	No Change
10.5	The storage system should provide automatic detection of errors, predict errors / hardware fault, error logging and to send notification for alerts generated in the end to end infrastructure in proposed solution.	The storage system should provide automatic detection of errors, predict errors / hardware fault, error logging and to send notification for alerts generated in the in proposed solution

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10.6	All the necessary hardware required to monitor/automatic failure alert for the storage at all the three sites to be provided and needs to be setup, installation and initial configuration by OEM team. Storage management software should be able to send notifications for alerts generated in the end to end infrastructure i.e. virtual machines, Host OS, hypervisors, SAN devices, Storage devices	All the necessary hardware required to monitor/automatic failure alert for the storage at all the three sites to be provided and needs to be setup, installation and initial configuration by OEM team. Storage management software should be able to send notifications for alerts generated in the SAN devices, Storage devices.
10.7	Storage management software should be able to Orchestrate and Automate storage configuration operations	No Change
10.8	Proposed solution should also have monitoring and management tool with support for 2 years of historical reporting. Software should provide monitoring and reporting multiple storage system, VMware environment and SAN switches. Software should also provide monitoring of data replication with storage at other sites	Proposed solution should also have monitoring and management tool with support for 2 years of historical reporting. Software should also provide monitoring of data replication with storage at other sites
11	Storage Resource Pooling	
11.1	The proposed array should support mixing of different capacity of NVMe based SSD disk in single storage pool. Single storage pool should be accessible to both controllers. Proposed storage should also support growing capacity by granular groups of at least 8 or more Drives for granular upgrades.	No Change
12	Software & Licensing	
12.1	All necessary software, tools to protect, manage, monitor, upgrade for full capacity of storage must be made available from day one. The configuration of all licenses and integration of software's including the dashboard preparation have to be configured by Bidder.	No Change

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12.2	All the required and necessary licenses must be provided for the Full capacity of the storage from Day one.	No Change
12.3	Licenses for Management and monitoring module and all the storage features such as Snapshot, shadow image, in-system replication, Cloning, Sync and A-sync Replication etc. to be provided without any extra cost. The storage management software must be compatible with existing ITSM tool used by Bank.	Opentext SMAX Tool for ticketing
13	Firmware	
13.1	Storage array Should Support online non-disruptive upgrade of firmware and other components without a need for downtime, there should be no unexpected reboot of the controller during firmware, OS Upgrade and other upgrades.	No Change
14	Warranty And Support	
14.1	Proposed OEM or bidder must provide 5 years of comprehensive On- Site support warranty including part replacement / repairs within 4 hours CTR. Support should be Data Centre Critical Support 24X7X365.	Proposed OEM or bidder must provide 5 years of comprehensive Onsite support warranty including part replacement / repairs within 4 hours CTR. Support should be Data Centre Critical Support 24X7X365.
14.2	Software support for updates, upgrades, patches, and bug fixes for supplied s/w from OEM 24 x 7 x 365 days.	No Change
14.3	NVMe/SSD drives should be covered for irrespective of read/writes on them.	No Change
14.4	In case of Disk failure, the faulty disk will be retained/destroyed by Bank.	No Change
14.5	Proactive storage monitoring & support from OEM should be enabled.	No Change
14.6	The proposed bidder will need to ensure support of product & change of components @ zero cost in case of any part becoming obsolete	No Change

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14.7	The support provided should be best in class top ranking category (inclusive of proprietary OEM specific terms referred for such premium support) and issues to be attended with minimum turnaround time.	No Change
14.8	The OEM should survey and submit the assessment report of the Storage Infrastructure for every 6 months. All the necessary firmware upgrades/patches/bug fixes/updates has to be intimated to Bank by the Bidder representative and the activity to be performed onsite by the storage OEM	No Change
15	Spare Disk	
15.1	The Proposed storage array should be configured with a Double drive failure protection to ensure higher availability, reliability and serviceability. There should not be any data loss even with a double drive failures.	No Change
15.2	No Data Efficiency features such as data deduplication or compression to be considered to arrive at the usable capacity.	No Change
15.3	Array should be supplied with minimum ONE global hot spare disk/capacity for every 24 disk of same capacity and speed.	No Change
16	O/S Support	
16.1	The proposed storage should be certified for Linux, HP Unix, IBM AIX, Oracle Solaris, Windows, Mainframe and other industry standard operating systems. The storage should have integration with major Database like Oracle, MS-SQL, My-SQL, Post-GreSQL etc. to take application consistent copies and snapshots when doing replication. Any Licenses for this support must be provided with System.	The proposed storage should be certified for Linux, HP Unix, IBM AIX, Oracle Solaris, Windows and other industry standard operating systems. The storage should have integration with major Database like Oracle, MS-SQL, etc. to take application consistent copies and snapshots when doing replication. Any Licenses for this support must be provided with System.

S No	Clause in RFP	Clarifications/ Changes made
16.2	Storage array should support Hypervisors like Windows, Linux, Unix, VMWARE vSphere and Microsoft Hyper-V, Vmware vVOL, Hyper-V, Open stack, RHEV.	Storage array should support Hypervisors like Windows, Linux, Unix, VMWARE vSphere and Microsoft Hyper-V, Vmware vVOL, Hyper-V
16.3	Storage array should have tight integration with vSphere Virtual Volumes Vvol, VAAI, VASA and Microsoft offload data transport (ODX)	No Change
16.4	Offered Storage array shall support heterogeneous storage virtualization (native/external) for vendors like, but not limited to, EMC, HP, IBM, Hitachi, Netapp etc. Storage should be supplied with Unlimited capacity of virtualization license. In case of non-native/external component used, it should be supplied in redundant mode with no single point of failure.	Offered Storage array shall support heterogeneous storage virtualization (native/external) for vendors like, but not limited to, EMC, HP, IBM, Hitachi, Netapp etc. Storage should be supplied with the Virtualization licenses equal to the proposed capacity of the Storage. In case of non-native/external component used, it should be supplied in redundant mode with no single point of failure.
17	LUN Scalability	
17.1	The proposed array should support creation of up to 64K LUNs / Volumes AND should support both synchronous and asynchronous replication.	No Change
18	Data Compression for Remote Replication	
18.1	The proposed array shall be able to compress the data as it is replicated to remote site to reduce link bandwidth requirements, regardless of the connectivity over FC or Gigabit Ethernet using FCIP routers. Atleast Two FCIP router in HA per site should be included as part of BOQ for replication setup by every OEM.	No Change
19	Secure & Tamper- Proof Audit Trail	
19.1	The proposed array must provide an audit service to record activities including host-initiated actions, physical component changes, attempts blocked by security control. Audit log should be secure and tamper-proof.	No Change

S No	Clause in RFP	Clarifications/ Changes made
20	Non- Disruptive Migration	
20.1	The proposed array should have the capability to non-disruptively migrate data from old generation of array. Offered Storage array shall support heterogeneous storage virtualization (native/external) for vendors like, but not limited to, EMC/Dell, HP, IBM, Hitachi, Netapp etc. Storage should be supplied with Unlimited capacity of virtualization license. In case of non-native/external component used, it should be supplied in redundant mode with no single point of failure	The proposed array should have the capability to non-disruptively migrate data from old generation of array. Offered Storage array shall support heterogeneous storage virtualization (native/external) for vendors like, but not limited to, EMC/Dell, HP, IBM, Hitachi, Netapp etc. Storage should be supplied with required licenses for proposed capacity for migration from above 3rd party OEM storages. In case of non-native/external component used, it should be supplied in redundant mode with no single point of failure
20.2	Storage OEM should provide the online or Near-online migration approach for Filesystems and Oracle RAC based Database running HPE Unix, Linux (Oracle and RedHat), Windows, Vmware and Hyper-V Solutions. Storage OEM or the bidder should lead the migration discussions and participate in migrations to guide the Bank Operation team for a successful migration from the existing Storage Array	Refer to RFP. Additional details will be provided to the selected bidder
21	Security Compliance	
21.1	Proposed storage must have Controller Based Data-at-rest Encryption (D@RE) or equivalent, TLS 1.2 support(with backward compatibility), native SHA [256] certificate support, IPV dual stack certified, FIPS 140-2 Level 2 certification, Common Criteria Certification international standard (ISO/IEC 15408) for computer security certification, KMIP1.2 compliant, STIG CAT1 and CAT2 compliance, PCI-DSS 3.2 compliance	Proposed storage must have Controller Based Data-at-rest Encryption (D@RE) or equivalent, TLS 1.2 support(with backward compatibility), native SHA [256] certificate support, IPV dual stack certified, FIPS 140-2 Level 2 certification, Common Criteria Certification international standard (ISO/IEC 15408) for computer security certification, KMIP1.2 compliant, STIG CAT1 and CAT2, PCI-DSS 3.2 compliance or any equivalent standard as per OEM best practises should be available"
21.2	The proposed array should provide end-to-end T10-DIF or equivalent	No Change

S No	Clause in RFP	Clarifications/ Changes made
	throughout the design, including frontend, cache, back-end and disk to ensure data check and integrity at every point.	
22	Application Aware Automation and Orchestration	
22.1	The proposed array should support direct backup of production volumes to a secondary storage / backup appliance with native integration with VMware, Oracle DATABASE and MS SQL. Proposed Storage solution, Backup software and Backup Appliance should be tightly integrated for Snapshot based Backup and Recovery for Windows Server, VMware Guest Instances, Oracle Database (RAC based deployment) and MS SQL Database Server	No Change
22.2	Proposed storage solution should support hardware offloading APIs, site recovery, virtual volumes awareness.	No Change
22.3	Proposed Solution should support data archiving	Clause stands deleted
23	Service Levels	
23.1	The proposed array should have service levels capability to prioritize the performance (response time) of applications based on relative business requirements. It should allow users to consolidate multiple applications on a system and set priorities based on business needs	No Change
24	End of Support	
24.1	The proposed array should not be in any roadmap for End of Life (EoL) in next one year and End of Support (EoS) in next seven years as on date of RFP.	No Change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
1	Bid Security / Earnest Money Deposit (Clause 5, Page - 2)	Exemption from submission of EMD	Request you to kindly exempt for MSME or reduced to 1 cr. As per GEM GTC dated 9th Oct 2022, "Sellers having annual turnover of INR 500 crores or more" are exempted from EMD submission. Since we have a turnover of more than 500 crores INR annually, kindly confirm on exemption from EMD submission.	No Change The bidder seeking EMD exemption must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under Micro & Small Enterprises (MSE) category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD.
2	Bid Security / Earnest Money Deposit (Clause 5, Page - 2)	Exemption from submission of EMD and Performance Bank Guarantee	Request bank to Kindly reduce the EMD amount to INR 50,00,000 Since bidder has to submit 2 (BG & PBG each of 10% Of TCO).	No change BG & PBG has to be submitted by the L1 bidder only. EMD shall be returned to all other bidders.
3	Contract period (Clause 3, Page - 8)	The bank shall enter in to an agreement with the selected bidder for a period starting from date of the Purchase Order till -5- years from the Go-Live Sign-off date given by Bank officials.	We understand, the sign-off will precede migration. Migration can be a long process and often depends on various factors beyond control of the bidder, OEM and storage architecture. Please confirm or clarify based on the above point.	Sign-off will be post completion of migration only.

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
4	Performance Bank Guarantee (Clause 7, Page - 10)	The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format mentioned under Annexure 16 to the extent of 10% of the contract value valid for the entire period of the contract plus 3 months.	We hereby request bank to consider: "The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format mentioned under Annexure 16 to the extent of 3% of the contract value valid for the entire period of the contract plus 3 months". There is one more BG @ 10% against the retention amount	No Change
5	Sub-Contracting (Clause 9, Page - 10)	The selected 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. Subcontracted without the prior permission from the Bank in writing. Please note that no work/services shall be	Bidder shall seek permission from Bank for sub-contracting and the same shall be reasonably granted	No Change
6	Compliance with Laws (Clause 11, Page - 11)	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	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	No Change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
		<p>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. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above</p>	<p>obligations shall be restricted to Bidder's scope of work.</p> <p>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.</p> <p>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 Services</p> <p>4) All indemnification related references / wordings therefore need to be removed as Indemnification clause is already covered in a separate clause 6.2</p>	
7	Termination (Clause 12, Page - 11)	<p>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</p>	<p>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.</p>	No Change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
		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.		
8	Cyber-Security Controls (Clause 16, Page - 13)	Information/Cyber-Security Measures/Controls for selected Service Provider	The product covered in this RFP is not related to cyber security protection. Please let us know, what shall be the response from the bidders against this clause.	No Change
9	General Terms and conditions (Clause 20.9, 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	The bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document along read in conjunction with its Bid Proposal	No Change
10	General Terms and conditions (Clause 20.35, 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	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

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
		shall be provided by the bidder at no additional cost to the Bank.		
11	Eligibility Criteria – Others (Clause C-2, Page - 28)	If OEM is bidding directly he cannot bid with any other bidder at the same time	Seek modification of this clause so as to allow maximum participation	No Change
12	Eligibility Criteria – Experience & Support Infrastructure (Clause D-1, Page - 28)	Bidder / OEM should have Supplied, Installed, Supported and successfully completed the implementation for at least 3 no's of similar class of storage in past 3 Years to Commercial Banks / Financial Institutions / Government / PSU Organizations / IT & ITES / Manufacturing / Large Corporate in India.	Request change of the clause to experience of storage solutions We have supplied 3 nos of similar class of storage to a Single Customer. Hope this is fine.	No Change. Supply to single customer is acceptable.
13	Eligibility Criteria – Experience & Support Infrastructure (Clause D-2, Page - 28)	Bidder / OEM must ensure that their proposed product will not be reaching End of Support in next 7 years.	Change Requested as: Bidder / OEM must ensure that their proposed product will not be reaching End of Support in next 5 years.	No Change
14	Eligibility Criteria – Experience & Support Infrastructure (Clause D-3, Page - 28)	Bidder / OEM must have adequate stock of spares of all items supplied and would be capable of providing replacement against faulty hardware within 4 hours from the time of incident reporting.	Request to change to 6 hours, For Wider Participation, Requests you to change it to 6 Hours. Also provide relaxation for the faulty hardware wherever we have hotspare installed in the array. Kindly also provide exemption for unforeseen geo-political scenario's like COVID-	No Change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
			19 LOCKDOWN, Natural Calamities, Political Unrest	
15	Annexure 12 – Project Details Scope of Work: Project Scope (Clause 3, Page - 47)	The successful bidder has to provide the on-site support during any planned maintenance activities like Power Shutdown, Internal Movement of Storage and SAN Devices within same DC or Movement of Storage and SAN devices between different Data Centers without any additional cost to the Bank	Movement of Storage and SAN devices between Data Centers are taken up as project activity. Request the bank to remove/edit this clause as follows. “The successful bidder has to provide the on-site support during any planned maintenance activities like Power Shutdown without any additional cost to the Bank.” Also, Technical account manager (TAM) will be provided by the OEM and not the bidder.	No Change
16	Annexure 12 – Project Details Scope of Work: General Conditions (Clause 3, Page - 63)	e) There will be an acceptance test by the Bank after installation of the storage. In case of discrepancy, the Bank reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants	1) The word "discrepancy" is subjective and need to be deleted 2) Bank reserves the right to cancel the order subject to mutual agreement as per the agreed termination for cause clause of the executed contract	No Change
17	Annexure 12 – Project Details Scope of Work: Installation (Clause 7, Page - 64)	Installation at our Mumbai & Hyderabad locations, including unpacking of cartons/ boxes, will be the responsibility of the Vendor. Vendor will have to install the Storage and	1) Solution / Delivery to confirm installation completion date & ready for acceptance within 2 Weeks	No Change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
		hand it over to Bank for acceptance testing within 2 weeks from the date of receipt of the Storage at our office and Bank's notification for installation of the same.		
18	Annexure 12 – Project Details Scope of Work: Transportation & Insurance (Clause 8, Page - 64)	Insurance coverage should be provided by the vendor till the acceptance of the Storage by Bank. The vendor should also assure that the product would be replaced with no cost to Bank in case insurance cover is not provided.	Insurance cover should be provided by the vendor till the DELIVERY OF GOODS at the Bank site by OEM	No Change
19	Annexure 02 – Bid Evaluation Terms: Commercial Bids Terms (Clause – 2g, Page – 30)	Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms	Bidder 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 subject to 30 days cure period (Termination for Breach).	No Change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
		contained in the Contract concluded between the Bank and the bidder		
20	Annexure 12 – Project Details Scope of Work: Technical Proposal items (Clause 4j, Page - 64)	As the contract is on Turnkey solution basis, any other miscellaneous requirements related to the scope described in the RFP or extra work required to be perform due to existing structure limitation shall be provided by the successful bidder even if those items are not mentioned explicitly in 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
21	Annexure 12 – Project Details Scope of Work: Delivery (Clause 6, Page - 64)	The successful vendor shall deliver and complete installation as per project scope within a period of 10 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.	The bidder is suggesting the following changes in the clause based on the Similar kind of projects where OEM will typically take 12-16 Weeks only for HW Delivery after the PO - “The successful vendor shall deliver and complete installation as per project scope within a period of 22 weeks in totality from the date of placing of purchase order by the Bank.”	No Change
22	Annexure 12 – Project Details Scope of Work: Warranty (Clause 9, Page - 65)	Warranty should not become void if the Bank buys any other supplemental hardware from third party and installs it with/in these machines. However, the warranty will not apply to such hardware items installed	Warranty would be considered null and void if third party components are installed within our gears.	No Change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
23	Annexure 12 – Project Details Scope of Work: Payment Terms (Clause 12, Page - 67)	<p>The method and conditions of payments to be made to the successful vendor shall be:</p> <p>(i) Storage Arrays & Additional Components:</p> <ul style="list-style-type: none"> ➤ 70% of the cost of storage array & additional components plus 100% of taxes including GST at actuals after delivery. ➤ 20% of the cost of storage array & additional components after one month of successful installation and satisfactory functioning or after two month post-delivery in the case of Site Not Ready (SNR). ➤ Balance 10% of the cost of storage array & additional components would be payable on completion of 5 years warranty period or against Bank Guarantee (BG) in the format mentioned under Annexure 18. The BG should be of an equivalent amount issued by a scheduled commercial bank in India other than Bank of Baroda with validity of 63 months period. 	<p>Request you to Kindly change the payment terms to 30% of storage array & additional components after one month of successful installation and satisfactory functioning or after two month post-delivery in the case of Site Not Ready. Or For 10% Payment terms - since we will already submit the PBG for 63 months then kindly change the 10% payment terms against submitted PBG.</p>	No Change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
24	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT: SET-OFF (Clause 15, Page - 88)	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.	The provisions of this Clause shall survive the termination of this Agreement or limitation period as set in the Indian Limitation Act 1962	No Change
25	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT: Indemnity (Clause 18, Page - 91)	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 arising out of any claim, suit or proceeding brought against the Bank as a result of:	Indemnities shall be for Third Party breaches only	No Change
26	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT:	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	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 <input type="checkbox"/> Failure by Service Provider to provide Bank, within 30) Working Days, with	No Change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
	Indemnity (Clause 18, Page - 91)	<ul style="list-style-type: none"> any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors. 	<p>a reasonable plan to cure such breach, which is acceptable to the Bank</p> <p>The words "unsatisfactory" / sub-standard are very subjective and need to be deleted</p>	
27	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT: Indemnity (Clause 18, Page - 91)	<p>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. In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project. The indemnities under this clause are in addition to and without prejudice to</p>	<p>Under no circumstances BOB / Bidder 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 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</p>	No Change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
		the indemnities given elsewhere in this Agreement.		
28	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT: Termination (Clause 21, Page - 93)	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 • Delay in delivery / installation / commissioning of 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
29	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT: Termination	• 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.	Subjective words like quality of service / security need to be amended. • If deductions of penalty exceeds more than 10% of the total contract price.	No Change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
	(Clause 21, Page - 93)			
30	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT: Termination (Clause 21, Page - 94)	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	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 90 days prior notice in writing along with applicable termination fees.	No Change
31	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT: Limitation of Liability (Clause 25, Page - 96)	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 Willful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights	1) LOL to be restricted to ACV 2) Gross Negligence / wiful misconduct need to be defined 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	No Change

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
		or breach of confidentiality obligations shall be unlimited		
32	Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT: Limitation of Liability (Clause 25, Page - 96)	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 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.	Under no circumstances BOB / Bidder 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 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
33	Additional (New) - Bank General Responsibilities	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	Not acceptable to Bank
34	Additional (New) - Deemed Acceptance	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	Not acceptable to Bank

S No	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
			<p>except Vendor shall be deemed accepted when Vendor has delivered its portion of service or when it was originally due whichever is earlier</p> <p>2. When customer puts equipment into commercial service prior to issuing the Acceptance certificate</p> <p>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</p> <p>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</p> <p>5. In the event the software is in production for a period of 5 days, if Go Live is not signed-off, it is deemed accepted and signed-off.</p>	
35	Additional (New) - General	Generic Specifications	Request Bank to specify the Location of DC, DR, NDC, NDR	Mumbai & Hyderabad. Address details will be shared with L1 bidder.