

[A] Important Dates:

S No.	RFP / Bid	Timeline
Stage-1 of RFP Submission - Eligibility Bid Documents		
1	Mode of Submission	Offline (Address - The Chief Manager (IT Procurement), Bank of Baroda, 603, 6 th Floor, Kohinoor Square, Dadar West, Mumbai – 400028)
	Last date for Bid Submission	03:00 PM on 28 th July, 2023
	Bid Opening Date	03:30 PM on 28 th July, 2023
Stage-2 (Final) of RFP Submission - Technical Proposal & Commercial Bid		
2	Mode of Submission	Online (GeM)
	Last date for Bid Submission	Will be informed to eligible bidders post NDA execution
	Bid Opening Date	

Addendum to following Annexure:

1. Annexure 01 – Guidelines for submission details
2. Annexure 02 – Bid Evaluation Terms

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

All other Terms & Conditions are same as per our RFP for Renewal of Annual Maintenance Contract of Hardware at DC, DRC, NDR and On-site Support for 3 years (Bid Number: GEM/2023/B/3592651 dated 20th June 2023).

Sr. No.	Clause in RFP	Clarifications/ Changes made
1	<p>Annexure 01 – Guidelines for submission details</p> <p>1. Guidelines:</p> <p>.....</p> <p>.....</p> <p>1.2. Downloading of Tender Document</p> <p>The tender document is uploaded / released on GeM Portal link. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.</p> <p>Only those tender offers shall be accepted for evaluation for which non-refundable Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.</p> <p>.....</p> <p>.....</p>	<p>Annexure 01 – Guidelines for submission details</p> <p>1. Guidelines:</p> <p>.....</p> <p>.....</p> <p>1.2. Downloading of Tender Document</p> <p>The tender document is uploaded / released on GeM Portal link. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.</p> <p>Only those tender offers shall be accepted for evaluation for which non-refundable Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.</p> <p>.....</p> <p>.....</p>
2	<p>Annexure 02 – Evaluation Terms</p> <p>A. Eligibility cum Technical Bid</p> <p>.....</p> <p>.....</p> <p>C. Technical / Experience:</p> <p>2. The Bidder should have experience in providing mission critical IT hardware maintenance support for Servers, Storage and Network/Security devices in public/private sector Banks (minimum one) or BFSI entities (minimum two) in India with support for minimum 500 hardware devices for each entity in Data Centres in the last three years.</p> <p>.....</p>	<p>Annexure 02 – Bid Evaluation Terms</p> <p>A. Eligibility cum Technical Bid</p> <p>.....</p> <p>.....</p> <p>C. Technical / Experience:</p> <p>2. The Bidder should have experience in providing mission critical IT hardware maintenance support for Servers, Storage and Network/Security devices in Govt./PSUs/public/private sector Banks (minimum one) or BFSI entities (minimum two) in India with support for minimum 500 hardware devices for each entity in Data Centres in the last three years.</p> <p>.....</p>

Sr. No.	Clause in RFP	Clarifications/ Changes made

3	<p>Annexure 02 – Evaluation Terms</p> <p>A. Eligibility cum Technical Bid</p> <p>.....</p> <p>C. Technical / Experience:</p> <p>3. The Bidder should have IT hardware AMC support of Servers, Storage and Network/Security devices in Data Centres with minimum aggregate order value of Rs. 50 Cr. (for single entity) in the last three years from public/private sector Banks (minimum one) or BFSI entities (minimum two) in India.</p> <p>.....</p> <p>.....</p>	<p>Annexure 02 – Bid Evaluation Terms</p> <p>B. Eligibility cum Technical Bid</p> <p>.....</p> <p>C. Technical / Experience:</p> <p>3. The Bidder should have IT hardware AMC support of Servers, Storage and Network/Security devices in Data Centres with minimum aggregate order value of Rs. 50 Cr. (for single entity) in the last three years from Govt./PSUs/public/private sector Banks (minimum one) or BFSI entities (minimum two) in India.</p> <p>.....</p> <p>.....</p>

Annexure A
Pre-bid queries response as part of Addendum
Bank's clarification on Pre-bid Queries from Prospective Bidders for RFP- AMC of
Hardware at DC, DRC, NDR and On-site Support for 3 years (Bid no.
GEM/2023/B/3592651 dated 20th June 2023)

Sr. No.	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
1	Contract Period (Clause 3, Page 8)	The Bank will enter into an Agreement with a successful service provider for a period of 3 years effective from the AMC start date or deployment of onsite resources whichever is earlier and will be valid till last AMC end date of hardware as per the Project scope, subject to quarterly review of the support & services	Request the department to clarify /confirm whether the 3 Years Contract Period will be from which date as the AMC start date may vary from OEM to OEMs.	The AMC will starts from due date of renewal and will be valid for 3 years or till EOSL date whichever is earlier. The data will be shared with the eligible bidder only after execution of NDA.
2	Performance 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 15 for a value of 10% of the TCO valid for an entire contract period plus 3 months	Request you to change the PBG percentage from 10% to 3% of the TCO.	No Change
3	Sub - Contracting (Clause 8, Page 10)	The selected service provider/ vendor 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 / availing OEM services, it need to be specified in the proposal/ response document with all the details of the work/ services. The service Provider is allowed to avail OEM professional services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing.	We will require support from Bank for MAF on Cisco and Dell	The Bidders qualified in the initial stage i.e. Eligibility Bid Evaluation (Offline mode) of RFP process will required to submit MAF from all the OEMs listed in the hardware inventory along with their Technical proposal and Commercial Bid in the GeM portal. Non-submission of MAFs by bidder will lead for outright rejection of their bid.

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4	Non-Disclosure (Clause 6, Page 10)	The bidders who qualified in the eligibility bid evaluation (stage-1) shall execute a Non-Disclosure Agreement (NDA) (As per Annexure 18), which contains all the services and terms and conditions of the services to be extended as detailed herein. The qualified bidders shall execute the NDA and submit it for the receipt of the IT assets details and the commercial bid format.	Kindly confirm whether the bid needs to be submitted physically or online on GEM Portal.	The Bidder shall submit the Eligibility related documents physically (Offline mode) in the initial stage (qualifying) of RFP process and post evaluation, detailed inventory along with commercial bid format will be shared with qualified bidders on submission of signed NDA. Thereafter, all qualified bidders shall need to submit their technical proposal and commercial bid documents online on GeM portal.

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5	Termination (Clause 11, Page 11)	<p>Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.</p> <p>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. Notwithstanding above, Bank reserves the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part, without assigning any reason, by giving Service Provider at least 90 days prior notice in writing.</p>	Not Applicable. We have agreed termination clause of written 30 days' notice period in advance	No Change

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6	General Terms and conditions (Clause 17.9, Page 15)	Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document	We request to relax this clause so as to give us an opportunity to suggest amendments.	No Change
7	General Terms and conditions (Clause 17.11, Page 15)	The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.	We request to relax this clause so as to give us an opportunity to suggest amendments.	No Change

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8	Indemnity (Clause 21, Page 21)	<p>Indemnity-The Bidder 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:</p> <ul style="list-style-type: none"> • Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or • an act or omission of the Service Provider and/or its employees, agents, subcontractors in performance of the obligations under this Agreement; and/or • claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or • claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors • 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 • 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>We submit replacing the current language with the following:</p> <p>"The Indemnifying Party ("Bidder") shall defend (settle and/or pay damages awarded by the court) the Indemnified Party against any third party claims arising from the following:</p> <ol style="list-style-type: none"> a. Claims for loss or damage to third party tangible property; b. claim by any person in respect of bodily injury or death; c. claims by any third party in respect of any IP infringement; <p>brought against or recovered from Indemnified Party by reasons of any act or omission of the Indemnifying Party , his agents or employees in the performance of the contractual obligation." We request removal of indemnity clause from NDA.</p>	No Change
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Sr. No.	Point / Section #	Clauses mentioned in RFP Document	Comment/Suggestions (From Vendors)	Bank's Clarifications to the bidder query
9	1.3 Preparation & Submission of Bids (Clause 1.3, Page 28)	The Bidders need to submit the Eligibility related documents in offline mode through a sealed envelope marked as 'Eligibility Criteria related documents'. Post eligibility and technical bid evaluation, Bank will share the list of IT assets / hardware to be covered under AMC support and detailed Commercial Bid format on receipt of signed Non-Disclosure Agreement. Bidder shall upload the TCO breakup in the format shared by the Bank along with all relevant documents in GeM portal	As per RFP Eligibility documents submission in offline mode. Please confirm the date when we have to submit the Eligibility docs in offline mode. As per RFP MAF are required from only 3 OEM's out of four (Arista/Cisco/HPE/Dell) confirm. Also share the detailed list of items to be covered along with the current warranty/AMC start and end date for the same in order to know the type of Asset as well the same is required to share with OEM so as to get MAF and pricing.	Please refer addendum for the offline submission date of RFP's Eligibility Bid Documents. The bidder shall submit authorization letters from any of the three OEMs from Arista/Cisco/Dell/HPE along with the eligibility bid document as proof of meeting the eligibility criteria of the RFP. The data will be shared with the eligible bidder only after execution of NDA.
10	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - General(Clause A1, Page 29)	Bidder must be a Government Organization / PSU / PSE / Partnership firm / LLP or Private / Public limited company in India at least for the last 5 years (As on RFP date).	We Request bank to Exempt this clause of for Start-Up India Company with valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India. DPIIT has issued notification dated 8 November 2016 for Prior turnover and Prior Experience exemption for the start-up recognized organizations registered.	No Change

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11	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - General(Clause A6, Page 30)	Bidder should have Service Centres/ Offices in Mumbai & Hyderabad with adequate technical resources and spare stocks.	Please modify the clause as suggested below: Bidder should have Service Centres/Offices in Mumbai & Hyderabad with adequate technical resources and spare stocks. Letter of confirmation from Bidder along with address, contact details, technical resource details and spare stock availability from all OEM's. OR bidder must open a Service Centres/ Offices in Mumbai & Hyderabad with 30 days of Purchase Order.	No change

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12	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - Financial (Clause B1, Page 30)	<p>The Bidder should have registered an average annual turnover of Rs. 100 Crore (Rs. 35 Cr for MSE) or above 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 of any bidder 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>	We Request bank to Exempt this clause of for Start-Up India Company with valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India. DPIIT has issued notification dated 8 November 2016 for Prior turnover and Prior Experience exemption for the start-up recognized organizations registered.	No Change
13	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - General (Clause A6, Page 30)	Bidder should have Service Centres/ Offices in Mumbai & Hyderabad with adequate technical resources and spare stocks.	Service Center from OEM is acceptable or office of bidder is mandatory	Clause is self-explanatory

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14	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - Technical / Experience(Clause C2, Page 31)	The Bidder should have experience in providing mission critical IT hardware maintenance support for Servers, Storage and Network/Security devices in public/private sector Banks (minimum one) or BFSI entities (minimum two) in India with support for minimum 500 hardware devices for each entity in Data Centres in the last three years.	Please modify the clause as suggested below: The Bidder should have experience in providing mission critical IT hardware maintenance support for Servers, Storage and Network/Security devices in Govt./ PSUs/public/private sector Banks (minimum one) or BFSI entities (minimum two) in India with support for minimum 500 hardware devices for each entity in Data Centres in the last three years.	Pls refer addendum
15	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - Technical / Experience(Clause C3, Page 31)	The Bidder should have IT hardware AMC support of Servers, Storage and Network/Security devices in Data Centres with minimum aggregate order value of Rs. 50 Cr. (for single entity) in the last three years from public/private sector Banks (minimum one) or BFSI entities (minimum two) in India	Please modify the clause as suggested below: The Bidder should have IT hardware AMC support of Servers, Storage and Network/Security devices in Data Centres with minimum aggregate order value of Rs. 50 Cr. (for single entity) in the last three years from Govt. / PSUs/ public/private sector Banks (minimum one) or BFSI entities (minimum two) in India	Pls refer addendum

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16	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - Technical / Experience(Clause C2, Page 31)	The Bidder should have experience in providing mission critical IT hardware maintenance support for Servers, Storage and Network/Security devices in public/private sector Banks (minimum one) or BFSI entities (minimum two) in India with support for minimum 500 hardware devices for each entity in Data Centres in the last three years.	Request to change from Bidder to OEM Experience	Pls refer addendum
17	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - Technical / Experience(Clause C3, Page 31)	The Bidder should have IT hardware AMC support of Servers, Storage and Network/Security devices in Data Centres with minimum aggregate order value of Rs. 50 Cr. (for single entity) in the last three years from public/private sector Banks (minimum one) or BFSI entities (minimum two) in India	Request to change from Bidder to OEM Experience	Pls refer addendum
18	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - Technical / Experience(Clause C2, Page 31)	The Bidder should have experience in providing mission critical IT hardware maintenance support for Servers, Storage and Network/Security devices in public/private sector Banks (minimum one) or BFSI entities (minimum two) in India with support for minimum 500 hardware devices for each entity in Data Centres in the last three years.	Request to revise this clause as "Bidder should have experience in providing mission critical IT hardware maintenance support for Servers, Storage and Network/Security devices in public/private sector Banks (minimum one) or BFSI entities (minimum two) or Government or PSU in India with support for totaling minimum 100 hardware devices in Data Centres in the last three years."	Pls refer addendum

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19	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - Technical / Experience(Clause C3, Page 31)	The Bidder should have IT hardware AMC support of Servers, Storage and Network/Security devices in Data Centres with minimum aggregate order value of Rs. 50 Cr. (for single entity) in the last three years from public/private sector Banks (minimum one) or BFSI entities (minimum two) in India	Request to revise this clause as "Bidder should have IT hardware AMC support of Servers, Storage and Network/Security devices in Data Centres with minimum aggregate order value of Rs. 5 Cr. in the last three years from public/private sector Banks / or BFSI entities or Government or PSU in India	Pls refer addendum
20	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - Financial(Clause B2, Page 31)	The Bidder should be Net profit-making entity continuously for the last three years i.e. financial years – 2019-20, 2020-21 and 2021-22* OR The net worth of the bidder should be positive as on last financials date and should not have eroded by more than 30% in the last three years. * If the financial statement of any bidder for 2021-22 is unaudited, the bidder can provide audited financial statements for 2018-19, 2019-20 and 2020-21 along with letter of undertaking that FY 2021-22 statement is not audited.	We Request bank to Exempt this clause of for Start-Up India Company with valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India. DPIIT has issued notification dated 8 November 2016 for Prior turnover and Prior Experience exemption for the start-up recognized organizations registered.	No Change

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21	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - Technical / Experience(Clause C2, Page 31)	The Bidder should have experience in providing mission critical IT hardware maintenance support for Servers, Storage and Network/Security devices in public/private sector Banks (minimum one) or BFSI entities (minimum two) in India with support for minimum 500 hardware devices for each entity in Data Centres in the last three years.	We Request bank to Exempt this clause of for Start-Up India Company with valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India. DPIIT has issued notification dated 8 November 2016 for Prior turnover and Prior Experience exemption for the start-up recognized organizations registered.	No Change

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22	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - Technical / Experience(Clause C3, Page 31)	The Bidder should have IT hardware AMC support of Servers, Storage and Network/Security devices in Data Centres with minimum aggregate order value of Rs. 50 Cr. (for single entity) in the last three years from public/private sector Banks (minimum one) or BFSI entities (minimum two) in India	We Request bank to Exempt this clause of for Start-Up India Company with valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India. DPIIT has issued notification dated 8 November 2016 for Prior turnover and Prior Experience exemption for the start-up recognized organizations registered.	No Change
23	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - Technical / Experience(Clause C2, Page 31)	The Bidder should have experience in providing mission critical IT hardware maintenance support for Servers, Storage and Network/Security devices in public/private sector Banks (minimum one) or BFSI entities (minimum two) in India with support for minimum 500 hardware devices for each entity in Data Centres in the last three years.	Request the department to amend the clause as "The Bidder should have experience in providing mission critical IT hardware maintenance support for Servers, Storage and Network/Security devices in public/private sector Banks (minimum one) or BFSI entities (minimum two) or Government or PSU in India with support for totaling minimum 200 hardware devices in Data Centres in the last three years."	Pls refer addendum

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24	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - Technical / Experience(Clause C3, Page 31)	The Bidder should have IT hardware AMC support of Servers, Storage and Network/Security devices in Data Centres with minimum aggregate order value of Rs. 50 Cr. (for single entity) in the last three years from public/private sector Banks (minimum one) or BFSI entities (minimum two) in India	We request you to revise this clause as: "The Bidder should have IT hardware AMC support of Servers, Storage and Network/Security devices in Data Centres with minimum aggregate order value of Rs. 15 Cr. in the last three years from public/private sector Banks / or BFSI entities or Government Entities or PSU in India."	Pls refer addendum
25	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - Technical / Experience(Clause C4, Page 31)	Bidder must have the following Accreditations / Certifications: ISO 9001 (QMS), ISO 20000 (ITSM)	Request the department to also add CMMI Level 3 or above certificate	No Change

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26	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - Technical / Experience(Clause C2, Page 31)	The Bidder should have experience in providing mission critical IT hardware maintenance support for Servers, Storage and Network/Security devices in public/private sector Banks (minimum one) or BFSI entities (minimum two) in India with support for minimum 500 hardware devices for each entity in Data Centres in the last three years.	Kindly amend it as The Bidder should have experience in providing mission critical IT hardware maintenance support for Servers, Storage and Network/Security devices in public/private sector Banks (minimum one) or BFSI entities (minimum two) in India with support for minimum 500 hardware devices for each entity in Data Centres in the last seven years.	Pls refer addendum
27	Annexure 02 – Evaluation Terms: A. Eligibility cum Technical Bid - Technical / Experience(Clause C3, Page 31)	The Bidder should have IT hardware AMC support of Servers, Storage and Network/Security devices in Data Centres with minimum aggregate order value of Rs. 50 Cr. (for single entity) in the last three years from public/private sector Banks (minimum one) or BFSI entities (minimum two) in India	In the turnover it is asked as 100 cr for non MSE bidder and 35cr for MSE which is 65% less than non MSE turnover hence request you to kindly amend the PO value for MSE bidder as 65% less which comes to 17.5 crores in last 3 years or request you to kindly amend it as PO value of 50 crs in last 7 years single entity any other Govt/PSU/ Pvt customer	No Change
28	Annexure 02 – Evaluation Terms: Commercial Bids(Clause d, Page 32)	The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.	For Manpower we are OK with 180 days price validity but for OEM it should not be more than 45 days	No Change

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29	Annexure 11 – Project Details and Scope of Work: Scope of Work (Point 1, Page 49)	Bidder is required to provide comprehensive onsite annual maintenance services (preventive and corrective) of all identified hardware at Bank's DC, DR, NDR and other critical locations.	Kindly share the details of other critical locations where required onsite services.	Other critical locations include Chennai, Delhi, Ahmedabad, Baroda, Gandhinagar and any other critical locations which may be declared by the Bank during the period of contract.
30	Annexure 11 – Project Details and Scope of Work: Scope of Work (Point 3, Page 49)	Should have back to back agreement with all OEM's and submit required support documents for the same.	Kindly share the Serial Number & current B2B details of all equipment which required support. Also confirm the support requirement for the EOSL devices for the 3 year period.	The data will be shared with the eligible bidder only after execution of NDA. The AMC will starts from due date of renewal and will be valid for 3 years or till EOSL date whichever is earlier.
31	Annexure 11 – Project Details and Scope of Work: Scope of Work (Point 5, Page 49)	Should have dedicated TAM/SAM from OEM, immediate assignment of OEM service engineer and spare part availability at onsite or nearby support centre of OEM as part of mission critical support in order to maintain CTR of 4 hrs.	Assume the dedicated TAM/SAM support from OEM on remote basis only. Or it required onsite dedicated TAM / SAM from each OEM? Kindly confirm. Also the onsite support can be provided by either OEM or Service Provider, Kindly confirm.	Should have dedicated TAM/SAM from each OEM for coordination/escalation. Onsite support can be provided by either OEM or bidder adhering to the SLA
32	Annexure 11 – Project Details and Scope of Work: Scope of Work (Point 8, Page 49)	Should immediately log the ticket in Bank's Service Management Tool (SMAX) and close the ticket with updated status on resolution.	Assume the access of SMAX tool shall be be given to the onsite resources to log and update the calls, Kindly confirm.	Access will be provided as per requirement.

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33	Annexure 11 – Project Details and Scope of Work: Scope of Work (Point 9, Page 49)	Should have a centralized system showing status of all tickets with dashboard depicting all information.	Whether the customer is having any tool for viewing the dashboard? Or the bidder has to deploy any new tool for this? Kindly confirm.	Bidder should utilize the capability of existing Tools deployed by the Bank to generate a centralized dashboard.
34	Annexure 11 – Project Details and Scope of Work: Scope of Work (Point 10, Page 49)	Should monitor availability and performance of all systems through enterprise tools installed by the Bank and report any incidents/threshold breaches on an immediate basis to the Bank/MSP.	Assume the availability of these tools will be extended to the service provider and license / subscription shall be taken care by the bank, kindly confirm.	Access will be provided as per requirement. All licenses/ subscriptions are taken care for the Tools deployed by the Bank.
35	Annexure 11 – Project Details and Scope of Work: Scope of Work (Point 12, Page 49)	Should carry out patch updation, security updates etc. of operating system, system software, BIOS, firmware upgrade, bug fixes etc. wherever applicable as per impact analysis done on Bank's environment in coordination with the Bank and/or MSP partner.	In the BOM, it is mentioned the details of hardware devices only. For the OS and software part, assuming that the license and subscription shall be taken care by the bank for updates and upgrades, kindly confirm.	All licenses/ subscriptions of Operating System/ Software is part of Bank asset and bidder to inform Bank six months in advance about EOSL of products or expiry of any license/ subscription.
36	Annexure 11 – Project Details and Scope of Work: Scope of Work (Point 13, Page 49)	Should have real time log collection and analysis for proactive health checkup and timely reply replacement of parts.	Any tool is available now with bank or the bidder has to deploy a new tool? Kindly confirm.	Bank has deployed different Tools for monitoring the health of IT Infrastructure. Bidder is required to put in place a system for centralized log analysis and take proactive action for timely replacement of parts.

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37	Annexure 11 – Project Details and Scope of Work: Scope of Work (Point 14, Page 49)	In case of significant failures of specific component Viz. Motherboard, HDD, Controllers, any other critical components, the entire component has to be replaced with the new ones in a proactive manner. The proactive action has to be taken immediately without affecting the banks day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance for necessary downtime and approval. The vendor is required to ensure that this kind of situation never arises.	Any spare retention policy applicable for any components?	As part of Bank policy, faulty hard disks and removable storage devices will be degaussed by the Bank on quarterly basis before being handed over the same to the bidder
38	Annexure 11 – Project Details and Scope of Work (Page 49)	Scope of Work	SLA and Scope to be defined clearly against the respective serial nos along with location addresses	SLA and scope will be common for all hardware listed in the inventory.
39	Annexure 11 – Project Details and Scope of Work: Scope of Work (Point 16, Page 50)	AMC should not become void, if the Bank buys any other supplemental hardware from third party and installs it with in these machines.	This has to be informed and take the concurrence from OEM before installing any third party hardware in the systems.	OEM will be informed and concurrence will be taken from OEM for installation of any additional hardware components.
40	Annexure 11 – Project Details and Scope of Work: Scope of Work (Point 29, Page 50)	Should address any vulnerabilities on proactive basis by applying necessary patches/updates.	Assume the vulnerability audit shall be conducted by the bank, kindly confirm.	Audit/ VAPT will be carried out by the Bank on regular basis and bidder has to ensure all observations/ vulnerabilities are closed on time.

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41	Annexure 11 – Project Details and Scope of Work: Scope of Work (Point 19, Page 50)	The Vendor shall give an undertaking that sufficient quantity of spares will be kept as stock during the AMC period at their support offices in Mumbai and Hyderabad locations or any other locations as desired by the Bank during the contract period	OEM will not be able to confirm on stocking. Need relaxation	In order to meet SLA criteria, spares for mission critical hardware components to be kept and therefore no relaxation in the clause.
42	Annexure 11 – Project Details and Scope of Work: Scope of Work (Point 25, Page 50)	Necessary backup including configuration, BIOS, RAID etc. should happen on an on-going basis without impacting the business services.	What is the tool been used currently and how is the backup process been followed now.	Bank is having different tools for taking the backup and bidder is required to ensure all backups are taken as per Bank's backup policy. Details of the tools can be provided only to eligible bidders after signing of NDA.
43	Annexure 11 – Project Details and Scope of Work: Scope of Work (Point 19, Page 50)	The Vendor shall give an undertaking that sufficient quantity of spares will be kept as stock during the AMC period at their support offices in Mumbai and Hyderabad locations or any other locations as desired by the Bank during the contract period.	Kindly confirm is it mandatory as all the items are under back to back support. If yes is the spares to be maintained in OEM or bidder's premises	The spares can be kept at OEM or bidders premises at support locations mentioned.
44	Annexure 11 – Project Details and Scope of Work: Scope of Work (Point 30, Page 51)	Should ensure that AMC will start immediately after the completion of warranty phase of Hardware devices during the entire contract period.	For the OEM B2B devices, the support period shall be aligned with the OEM database. Kindly share the current contract ending dates and proposed AMC period also.	Data will be shared with eligible bidders on submission of signed NDA.

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45	Annexure 11 – Project Details and Scope of Work: General Terms & Conditions (Caluse 3, Page 51)	Bank at its discretion can terminate the AMC contract in whole or as part thereof with the Bidder and discontinue the same without citing any reason by giving 90 days' notice and applicable amount, on a pro-rata basis, for the service rendered shall be payable.	For the OEM B2B devices, payment to be done upfront to the OEM and short closure of contract shall make financial loss to the bidder. Kindly remove the clause for the OEM B2B devices.	No change
46	Annexure 11 – Project Details and Scope of Work: General Terms & Conditions (Caluse 5, Page 51)	Bank has the right to change the AMC start/end dates and rates will be calculated on a pro-rata basis based on monthly cost provided.	For the OEM B2B devices, the support period shall be aligned with the OEM database. Detailed Inventory list required along with Configuration for Storages, etc.	Data will be shared with eligible bidders on submission of signed NDA.
47	Annexure 11 – Project Details and Scope of Work: Scope of Work (Point 30, Page 51)	Should ensure that AMC will start immediately after the completion of warranty phase of Hardware devices during the entire contract period.	Warranty end dates to be share for Non-HPE equipment's	Data will be shared with eligible bidders on submission of signed NDA
48	Annexure 11 – Project Details and Scope of Work: Minimum Profile requirement for resources to be on boarded by Bidder (Caluse a, Page 52)	All resources to be mandatorily on Bidders or OEM's payroll.	is it mandate?	No Change

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49	Annexure 11 – Project Details and Scope of Work: Payment Terms (Clause 4, Page 57)	AMC – Payable Half-yearly in advance against receipt of invoice	As OEM's payment term is full advance, we request you to revise this payment term Yearly in advance against receipt of invoice.	No Change
50	Annexure 14 – Commercial Bid (Clause 1, Page 60)	Only OEM and asset counts are mentioned in commercial Bid	Detailed inventory along with Serial Nos and Support Period against each line item is required	The data will be shared with the eligible bidder only after execution of NDA.
51	Annexure 16 – Service Levels (Penalty clause, Page 67)	The selected Vendor shall perform its obligations under the agreement entered into with the Bank, in a professional manner. In the event of failure of maintaining the uptime SLA and Warranty terms, down time will be calculated from the available logs or time of break-down message over telephone / SMS / e-mail whichever is earlier till the system becomes fully functional. The selected vendor will provide onsite preventive service of all the in-scope hardware once in a year during the contract period.	Need relaxation - SLA should commens once ticket is generated with OEM?	No Change
52	Annexure 16 – Service Levels (Penalty clause, Page 67)	Services Levels	We request that the penalties under this annex be capped cumulatively at 5% of the annual invoices	No Change

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53	Annexure 17 – Integrity Pact (Clause 8, Page 72)	Independent External Monitors	We request that the IEMs should not be competitors of HPE and adequate notice periods and frequency to be determined beforehand and restrictions re audit	No Change
54	Annexure 20 – SERVICE LEVEL AGREEMENT FORMAT: SET-OFF (Clause 9, Page 83)	Without prejudice to other rights and remedies available to the 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 understand that the set off shall be limited to penalties and shall be set off against any invoices under this project only.	No Change

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55	Annexure 20 – SERVICE LEVEL AGREEMENT FORMAT: PROPERTY RIGHTS (Clause 13, Page 87)	Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.	We submit that no transfer of ownership of any intellectual property will occur. Customer grants to us a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for us and our designees to perform the ordered services. If deliverables are created by us specifically for Customer and identified as such, we grant to the Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.	No Change
56	Annexure 20 – SERVICE LEVEL AGREEMENT FORMAT: TERMINATION (Clause 15, Page 88)	Termination	We request that a cure period of at least 30 days be provided prior to termination. Further, we request that the risk purchase be capped at 10% of the amounts payable for the undelivered portion of the goods/services.	No Change

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57	Annexure 20 – SERVICE LEVEL AGREEMENT FORMAT: LIMITATION OF LIABILITY (Clause 19, Page 89)	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.	We request to make this clause mutual. We will be liable only for direct damages as set out under this clause.	No Change

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58	Annexure 20 – SERVICE LEVEL AGREEMENT FORMAT: AUDIT (Clause 18, Page 89)	<p>All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.</p> <p>The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.</p>	<p>We submit that: Auditors shall NOT be given access to: 1.Any information not related to the Services; 2.Bidder locations/premises (or portions thereof) that are not related to the Services; or 3.Bidder records or documents relating to the makeup of Bidder's internal overhead calculations or direct costs, their relationship to the service charges, any financial cost model, calculation of service charges or Bidder's profitability; or 4. Internal Bidder audit reports, or any summaries thereof. We require Independent Monitors to: 1. provide Bidder with at least thirty (10) days notice of its requirement for an Audit allowed once in a year, with such notice describing the issue(s) that will be the subject of the audit; 2. be subject to Bidder site/premises security obligations and have their access controlled/monitored by Bidder;</p>	No Change
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			<p>3. pay all Bidder costs associated with the audit at current time and material rates and submit any requests for Bidder assistance with an audit as a change request. A third party auditor/inspector shall:</p> <ol style="list-style-type: none"> 1. not be a competitor of Bidder or a third party in dispute / conflict with Bidder; 2. execute a confidentiality agreement acceptable to Bidder; 3. be independent. 	

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59	Annexure 20 – SERVICE LEVEL AGREEMENT FORMAT: LIMITATION OF LIABILITY (Clause 19, Page 89)	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.	Request to remove IP infringement and breach of confidentiality obligations from unlimited liability.	No Change
60	Annexure 20 – SERVICE LEVEL AGREEMENT FORMAT: NON – SOLICITATION (Clause 24, Page 90)	The Service Provider, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.	Request to make clause mutual and keep it to 2 years post termination / expiry of engagement	No Change

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61	Annexure 20 – SERVICE LEVEL AGREEMENT FORMAT: NON – FORCE MAJEURE (Clause 26, Page 91)	Force Majeure- The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war. If a Force Majeure situation arises, the SP shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform Service Provider's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Service Provider shall hold consultations in an endeavor to find a solution to the problem.	We request all payments be made by BoB to Service Provider up to the date of suspension of services due to Force Majeure event	No Change