

Response to Pre Bid Queries
SBI/GITC/Data Centres & Cloud/2023/2024/1116 Dated:22/03/2024

Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestions	Bank's response
1	3	12	Earnest Money Deposit: Rs. 1,31,46,000.00/-	We request Bank to change the EMD to Rs. 50,00,000/-	No Change, as per RFP
2	48	6	The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP	We request Bank to remove this clause as its AMC for exiting OEMs support who doesn't fall under Make in India Category. Also same prebid request we received from all 3 OEMs for removal of this this clause.	No Change, as per RFP
3	59	Appendix-E Clause No 17	Payment schedule The entire AMC cost will be paid quarterly in instalments in arrears on actuals after completion of each quarter and submission of Preventive Maintenance Report.	We request Bank to change the 14 on-site support resources payment schedule to Monthly Arrears instead of Quarterly payment.	No Change, as per RFP
4	6	Invitation to bid	For the purpose of RRBs, the reference of "SBI/ the Bank/ SBG" made in this document shall be construed as reference to respective RRB and Agreements will have to be executed separately between successful bidder(s) and respective RRB. The successful bidder is required to complete all formalities with each RRB separately which are required to be performed for SBI including submission of separate performance Bank guarantee (PBGs) to each RRB. However, only one EMD needs to be submitted against this document	As the clause state that the agreement will be executed between bidder and RRB. Who will raise the purchase order SBI or RRB?	This procurement is only for SBI, hence SBI will raise the Purchase Order
5	24	Services	ii. Service Provider shall provide and implement patches/ upgrades/ updates for hardware/ software/ operating System etc as and when released by them/ OEM or as per requirements of the Bank. Service Provider should bring to notice of the Bank all releases/ version changes.	What upgrades SBI is looking? If OEM recommend version upgrades and which has additional cost the same will be charge at actual	No Change, as per RFP
6	24	Services	iii. Service Provider shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ firmware / operating system etc in case the Bank chooses not to upgrade to latest version.	For example: If any issue arise which will resolve only after applying the patches updates recommended than what will bank do? In the event Bank decide not to upgrade the Hw/Sw firmware operating sys. And if there is any sys. Failure, downtime or delay in providing the service. Bank will not held us liable.	No Change, as per RFP
7	24	Services	v. All product updates, upgrades & patches shall be provided by Service Provider free of cost during Contact period.	Only applicable if OEM provide free updates, upgrades and patches.	No Change, as per RFP
8	27	Subcontracting	As per scope of this RFP, sub-contracting is not permitted	Do bank want onsite resources on vendor payroll or okay if the vendor outsource them to an agency	No Change, as per RFP
9	27	Validity of Agreement	The Agreement/ SLA will be valid for the period of Five + years from the period 29th October 2023 to 17th January 2029. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.	The contract will commence from the date of purchase order received.	No Change, as per RFP
10	27	Limitation & liability	<p>iii. The limitations set forth herein shall not apply with respect to:</p> <p>(a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;</p> <p>(b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,</p> <p>(c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,</p> <p>(d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.</p> <p>For the purpose of abovementioned sub-clause (iii)(b) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a</p> <p>reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.</p> <p>"Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.</p>	The clause is not acceptable, as we don't accept unlimited liability under any circumstances.	No Change, as per RFP

11	28	Service Provider's Obligations	iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.	There is a modification in "Service provider liability under clause 34 iii will be subject to clause 31."	No Change, as per RFP
12	29	Intellectual Property Rights and Ownership	iii. Subject to below mentioned sub-clause (iv) and (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.	There is a modification in "Service provider liability under clause 36 iii will be subject to clause 31."	No Change, as per RFP
13	50	Technical & Functional Specifications	Provision of most required spare parts in bank's data centres for quick replacement	It would be great if bank suggest the spares to be required at site.	No Change, as per RFP
14	54	Description of Deliverables	6. Replacement of worn out or defective parts with genuine manufacturer approved components withing 4 hours time. If device is to be taken out of the DC for repairs etc., the bidder shall provide standby system. SBI shall not pay any charges for standby system and shall not be responsible for any damage occurred in the standby system.	SBI is responsible to take care of the standby unit to avoid physical damage.	No Change, as per RFP
15	55	Term of the Project	From 29th October 2023 to 17th January 2029 . Manpower to be arranged within 90 days from date of purchase order.	The contract will commence from the date of purchase order received.	No Change, as per RFP
16	57	Annual Maintenance (AMC) Term	j) vendor shall provide health report certified by OEM for hardware under AMC along with quarterly preventive maintenance reports.	Only applicable if OEM has such mechanism to certify the health report quarterly.	No Change, as per RFP
17	57	Integration / Migration Requirements with existing systems	a) As and when required by the bank.	This is plan activity will be on chargeable basis.	No Change, as per RFP
18	59	Training	At OEMs lab for 5 bank officials once. Afterwards refresher course at SI's facility yearly.	Only applicable if OEM has such mechanism for training on yearly basis during AMC.	No Change, as per RFP
19	67	Other terms and Penalties	1. On-site comprehensive AMC: AMC would be on-site and comprehensive in nature and back to back support from the OEM. Vendor will provide support for operating systems and other preinstalled software components during AMC period of the hardware on which these software & operating system will be installed.	What software DataBase bank use Oracle or SQL? What operating system bank use Windows, Linux Sun Solaris or Ubuntu? What is the virtualisation platform VM Ware, Cytrix or HyperV? Backup Software, if any?	The requirement is for maintenance and support of Hardware Infrastructure.
20	132	Independent Monitors	Vendor shall repair or replace worn out or defective parts including all plastic parts	Who will bear the cost of the Independent Monitors?	No Change, as per RFP