



सुविधा प्रबन्धन सेवाओं (वार्षिक रखरखाव अनुबंध (एएमसी), सुविधा प्रबंधन(एफएम) और वीडियो कॉन्फ्रेंसिंग प्रबंधन (वी सी) के आउटसोर्सिंग के लिए निविदाएं का आमंत्रण

**Request for Proposal for Outsourcing of Facility Management Services
[Annual Maintenance Contract (AMC), Facility Management (FM) and
Video Conferencing Management (VC)].**

Tender No. & Date of Issue: 500/2022/1640/CBO/ITV dated July 09, 2021
Pre-bid meeting date: July 22, 2021
Clarification Issue Date: July 30, 2021
Last date for bid submission extended till August 12, 2021; 15:30 Hrs.
Revised date for Opening of Eligibility and Technical bids August 13, 2021; 11:00 Hrs.

Pre-Bid Clarifications

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
1	6.6.1.3			Query during pre-bid meeting.	Clause 6.6.1.3. Service Level Targets pertains to the targets set for response and resolution of any incident reported by the users. However, if the resolution of the incident is found to be dependent on resolving hardware failure issue, SLA calculation will be done as per clause

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					6.6.2.1. Service Level Definition and Compliance.
2	6.6.2.1 row 3	42		Query during pre-bid meeting.	Change: Resolution time for Scanner, Standalone printer may be read as 2 Business days excluding the day of reporting of the issue.
3	6.6.2.1 row 1	42		Query during pre-bid meeting.	Change: Resolution time for Network printer, MFD may be read as NBD.
4	NA			Query during pre-bid meeting.	The term Project manager and program manager have been used interchangeably and may be read as Program manager throughout the document.
5	Appendix-III		The text marked with '??'	Query during pre-bid meeting.	As mentioned in 14.4. Appendix III – Office wise List of Hardware for AMC are HP 3015, Canon MF 4150 and PARAGONE XL LPT.
6	1. Critical Information			Request from multiple vendors during pre-bid meeting.	Change: The bid submission date may please be read as August 12, 2021 by 1530 hrs.
7	5.4.4.2	16	Wherever resident FM is not provided, FM must visit all such offices at least once in a week for taking backup and other IT support services at the convenience of respective office.	We understood that Bidders deployed onsite FM engineers has to travel once in a week to Oncall locations of the bank, but who will bear the travel expenses of these resources, please confirm.	Bidder to deploy additional on call resources for such branches beyond onsite resources. Please refer clause 6.6.4 and 13.17.4.
8	5.4.4.2	16	Wherever resident FM is not provided, FM must visit all such offices at least once in a week for taking backup and	Or does bidder require to deploy additional Oncall resources to serve these location, please confirm.	Bidder to deploy additional on call resources for such branches beyond onsite resources. Please refer clause 6.6.4 and 13.17.4.

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			other IT support services at the convenience of respective office.		
9	5.4.4.6.	17	Bank has setup CSOC for security monitoring. The bidder should provide remote hands and eye support and troubleshooting as and when required by CSOC team.	Where is CSOC team located?	CSOC team is located at Chennai/Mumbai. However, assistance from bidder, if required, will be for all the Bank's locations.
10	5.4.4.6.	17	Bank has setup CSOC for security monitoring. The bidder should provide remote hands and eye support and troubleshooting as and when required by CSOC team.	Our understanding is that the Bank is expecting only L1 remote Support from the existing onsite team, as and when required by CSOC team, please confirm	Bidder is expected to provide L1 assistance from onsite/on call engineers as and when required.
11	5.4.4.6.	17	Bank has setup CSOC for security monitoring. The bidder should provide remote hands and eye support and troubleshooting as and when required by CSOC team.	Or Does the bank expect remote support from the backend team of the service provider to address it, please confirm.	Bidder is expected to provide L1 assistance from onsite/on call engineers as and when required.
12	5.4.6.4	19	Further, the premier FM will also be required to attend to normal FM support calls / requests of other users in the office, in case there is no calls / requests from senior executives.	Please specify the overall count of Senior executives	Such number varies time to time. It will be shared with the selected vendor.
13	5.4.16.2	27	Any equipment coming out of warranty with 3rd party shall automatically come under AMC with the Service Provider. Therefore all such	We assume that for any additional assets that falls under AMC services during the contract tenure, for those assets, the bank shall refer the	Understanding is correct.

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			items must be taken into consideration for AMC calculation for the remaining period of the contract.	prices from rate card from the Optional Cost - AMC for future assets, please confirm.	
14	5.4.16.2	27	Any equipment coming out of warranty with 3rd party shall automatically come under AMC with the Service Provider. Therefore all such items must be taken into consideration for AMC calculation for the remaining period of the contract.	But, Incase the particular category asset is not available in optional cost then for such assets bidder has rights to not cover such assets under AMC contract, please confirm.	Please refer clause No. 5.4.16.6. Other category items will be covered under AMC under Other peripherals (scanner/printer etc.) in table No. 13.17.5.
15	5.4.19	31	Service Window	To maintain the 10hrs Service window does bidder has to plan additional resources or will it be manageable with the existing 30 onsite deployed team, please confirm.	Minimum number of resources required at each location is available in resource deployment plan (Annexure - X). Resources are required to attend the office in staggered manner during the service window. Change: Service window for VC Facility Management (Shift Duty) may be read as 8 hrs. x 6 days (10:00 - 18:00 Hrs). However, if SIDBI hires additional resources for VC Facility Management in future, the service window will be made 10 hrs. x 6 days (09:30 – 19:30).
16	5.4.19.4.1	36	A resource shall be considered absent if allowed leave of absence has already been availed for the month and no standby resource has been arranged by the service provider.	How many leaves are allowed per month for the onsite deployed resources?	Please refer Clause 6.6.3.3.

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17	9.1.1.1	63	Direct presence having own support centers at SIDBI locations (other than mandatory 5 locations given in minimum eligibility) for extending support services at respective SIDBI locations.- Scoring will be proportionately based on vendor's response given in Appendix – II	As per the marking criteria "The Location Mapping scoring will be based on the below parameters- For direct support by the bidder -4 marks , For support through service partner/ Franchisee stationed at the location-2 Marks , For support from nearest location where service provider/ service partner/ franchisee is available at the location-0 Marks" We request you to amend the Marking criteria as under: "For direct support by the bidder -4 marks , For support from nearest location where service provider is available at the location-2 Marks, For support through service partner/ Franchisee stationed at the location-1 or 0 Marks" , since the direct support from the service providers locations will assure the Control and Quality services rather than outsourcing it to Franchisee /partners. Kindly consider the change request.	No Change.
18	9.1.1.2	63	Support for Video conference services - Experience of bidder in management of core VC infrastructure (MCU,	We assume to meet this clause Bank can accept the consolidated the work order where the VC services are the	The same will be accepted subject to compliance to other terms and conditions of the RfP.

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			Gatekeeper, Recording & Streaming Server, Scheduler).	part of IT FMS & AMC contract, please confirm.	
19	9.1.1.2	63	Support for Video conference services - Experience of bidder in management of core VC infrastructure (MCU, Gatekeeper, Recording & Streaming Server, Scheduler).	Also we request Bank to accept the consolidated LOA / Work order copies along with supporting document in terms of RFP Specific VC scope reference /Customer communication pertaining to VC Services etc.	The same will be accepted subject to compliance to other terms and conditions of the RfP.
20	9.1.1.3	63	Customer feedback	We assume that initially bidder has to only share the contact details of the Customer, and the Bank will directly obtain the feedback as part of evaluation process, please confirm.	Understanding is correct.
21	11.6.4	76	R =Discount rate for calculation purpose will be taken as 6.59%	We assume that the discount % considered only for calculation purpose and it does not have any impact on the final quoted rate so the Contract will be awarded on the quoted rate to the lowest bidder, please confirm.	Discount rate will be considered only for calculation purposes.
22	13.17.6	124	Optional Cost –Inter-state Relocation of resources	Please confirm the number of relocations occurred during last contract tenure	01 instance of relocation during current contract period.
23	13.17.8	125	Total Cost of Ownership:	We request you to evaluate the lowest bidder on the basis of fixed components only since the optional cost is applicable for	No Change.

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				upcoming additional requirement.	
24	12.10.3.	83	Termination for convenience Entire Clause	We request you to consider changes and to make this clause mutual so that a bidder should also have a right to terminate the Agreement for its convenience.	No Change.
25	7.37	56	Indemnity: All subclauses 7.37.1 7.37.2 7.37.3	We request you to rationalize the clauses, since bidders has to Indemnify SIDBI against all losses but SIDBI is nowhere indemnifying the bidders, and hence request for changes. Also, We request you to consider the changes ffor indemnification for Service provider incase of the following events only: 1. Gross negligence, willful misconduct, fradulent activities by the customer 2. any product provided by customer infringes third party IPR	No Change.
26	7.9.2	49	The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to	We are providing indemnity to SIDBI under Indemnity clause, hence theres should have no requirement to provide indemnity bond by Bidder, thus, We request for deletion of indemnity bond.	No Change.

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			contract employees/ labour laws are complied with while providing caretaker services. The selected Bidder may have to execute an indemnity bond in favour of the Bank in this regard.		
27	6.6.1.6	42	6.6. Service Level Monitoring <ul style="list-style-type: none"> • The aggregate penalties that may be levied in a quarter towards the aforesaid managed services shall be limited to 10% of amounts payable quarterly towards these services. • Downtime of services on holidays or scheduled downtime will not be considered for calculation of uptime and LD. 	Our understanding is that the Total Quarterly Penalty due to LD and all Penalties is capped at 10% of amounts payable quarterly towards these services. Please confirm.	Understanding is correct.
28	Nil	NA	Non solicitation clause is not present	Request for inclusion of Non solicitation clause as under: Parties agree that, unless otherwise agreed to by and between the Parties in writing, during the Term of this Agreement and for a period of two (2) years from the termination or the expiry of this Agreement, neither Party shall: (a) directly or indirectly solicit, hire or otherwise retain as an employee or independent	No Change.

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				contractor, an employee or former employee of the other Party or (b) induce any such employee to terminate its employment with Service Provider However, the Parties may agree to solicit any of the other party's employee after the payment solicitation fees to the other Party.	
29	Pre-Contract Integrity Pact - 6.1	113	Sanctions for Violations Entire subclause of 6.1	We request you to consider deletion of entire sub-clause.	No Change.
30	Pre-Contract Integrity Pact - 7	114	Fall Clause	Kindly provide the applicability and request clarity on the clause.	No Change.
31	7.16.2	50	Subclause 7.16.2 Applicable laws	Kindly provide the clarity on the compliance requirement for this opportunity.	No Change.
32	5.1	14	5. Scope of Work 5.1. Objective SIDBI intends to go for outsourcing of its Facility Management Services comprising of Facility management for BO File Server, Desktop Computer/PC, Laptop, Printer, Scanner, Switches, VC Equipments, UPS, Projectors, Ext. HDD, CD-	The devices such as BO File Server, Switches, VC Equipments, UPS, Projectors, Ext. HDD, CD-Writer, Finger Print device, iPad, Tablet, other IT smart devices are required only FMS support (No spare support required), Kindly confirm.	AMC for iPad, Tablet and other IT smart devices will be under the scope of the bidder, if desired by the Bank. AMC of BO File server, switches, VC Equipment are not in the scope of bidder.

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			<p>Writer, Finger Print device, iPad, Tablet, other IT smart devices and LAN Management; VC Management services and AMC of PC, Laptop, Printer and Scanner for a period of 5 years with the following objectives and envisaged outcomes that the Service Provider has to ensure throughout the contract period.</p>		
33	5.1.1	14	<p>5.1.1. Establish effective and efficient Infrastructure monitoring & management practices to ensure reliability, availability and quality of services</p>	<p>Kindly share the current Call logging procedure. Whether SIDBI is having any Service Desk Tool for call logging? And allow us to use the same during our support period also? Whether SIDBI will renew the license of the same or the vendor has to do? If the Service desk tool is not available now, the vendor has to deploy a new tool with all modules at SIDBI, kindly confirm.</p> <p>Whether SIDBI shall arrange necessary hardware and software infra for the support team?</p>	<p>Calls are currently logged in HP Service Manager during service window. The same shall be extended to the bidder. SIDBI may replace the same during the tenure of the contract.</p>

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34	5.1.3	14	5.1.3. Help the bank in freeing from the problems relating to vendor management, infrastructure, security and performance management related to end points.	SIDBI is having necessary Tool/Softwares/Licenses to do the management and administration, Kindly confirm.	Currently HP Service Manager is being used. SIDBI may replace the same during the tenure of the contract.
35	5.2.1	14	5.2.1. The respondent must have all the management facilities as per standard industry norms. All the processes defined for IT service delivery and support should be compliant based on ITIL framework of service management.	Kindly share the current process followed.	Calls are currently logged in HP Service Manager during service window.
36	5.4.1.3	15	5.4.1.3. Service Provider (SP) will deploy full time Program Manager at SIDBI, Chennai who will manage the project as a whole and act as an interface between SIDBI and the Service Provider during the contract period. He will be single point of contact on behalf of service provider.	Program Manager required to be on duty during the day shift only, kindly confirm.	Program manager is required to be present during normal working hours. However, he may be required to be present during off-office hours/ holidays based on requirement.
37	5.4.1.4	15	5.4.1.4. Project Management/Governance responsibilities would primarily cover the following: Smooth taking over of the FMS from the existing service	How many resources to be deployed during the transition period?	Resources to be deployed as per resource deployment plan.

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			provider during the transition phase.		
38	5.4.1.4	16	Conduct half-yearly Customer Satisfaction (CSAT) survey mandatorily and submit report thereof to SIDBI.	Customer Satisfaction (CSAT) survey to be conducted on which basis? Like Branch wise or Dept wise or User wise? Kindly confirm.	CSAT survey to be conducted user wise.
39	5.4.3.2	16	5.4.3.2. Transition period would be 04 weeks and will cover the following: • Activities such as resource deployment, knowledge transfer, taking over from SIDBI/current SP and transition of processes under AS IS, WHERE IS basis.	Kindly amend the resources deployment timeline to 8 weeks from the date of PO.	No Change.
40	5.4.4.2	16	5.4.4.2. Wherever resident FM is not provided, FM must visit all such offices at least once in a week for taking backup and other IT support services at the convenience of respective office.	Whether the weekly visit can be clubbed with other service call visits?	Weekly visits can be clubbed with other service calls. However, maintenance of SLAs is responsibility of the bidder. Please refer clause 6.6.
41	5.4.4.4	16	5.4.4.4. The bidder shall submit complete details of Personnel to be deployed at SIDBI. The bidder shall carryout due-diligence, background verification and submit referral check including Police verification for all their personnel deployed at SIDBI. Efforts	Whether there will be customer interview for the candidates we are deploying?	Please refer clause No. 5.4.19.4(3)

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			should be made to provide similar certificate for ASP engineers also. SIDBI reserves the right to accept/reject the proposed personnel.		
42	5.4.4.5	16	5.4.4.5. Bank has engaged a partner for Software Asset Management (SAM) services for licensing compliances. The bidder should provide necessary support to the SAM partner as and when required.	Whether any tool is available to collect the details of Software licenses? Or the vendor has to visit locations to provide the details to the SAM partner?	Software Asset Management (SAM) partner will be using their tools for extraction of the requisite information. However, if required, bidder is required to assist the SAM partner in collection of the information.
43	5.4.5.8	17	5.4.5.8. The Service Desk tool with the following process management functionality - Help Desk Management, Change Management, Service Level Management, Call process flow, Configuration Management, Database (CMDB) and Organization Management. Service provider would be required to use Service Manager OR alternate arrangement/solution as provided by SIDBI for delivery of services. In case of any issue in using Service Manager, Service provider	Whether the current tool "Service Manager" is capable to handle all the functionalities mentioned? Who will take care of the licensing part of same? The vendor can continue the same or to deploy a new tool?	Licenses of the help desk tool will be provided by SIDBI.

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			will coordinate with Data Center team for it's resolution & implementation.		
44	5.4.5.9	17	5.4.5.9. Service Provider will provide support using appropriate software tools and skilled Service desk personnel during agreed service window. Generally the users are required to log the call through Service Center but in case of network not available or any other emergency, users can also call the centralized Service Desk to log the call and get assistance through a designated person who will provide telephone support during such hours.	Kindly share the current call logging procedure. Whether Call logging facility required on 24x7 basis, kindly confirm.	Calls are currently logged in HP Service Manager during service window.
45	5.4.5.14	18	5.4.5.14. Escalation methods include E-mail Notifications using mailing solution and other operational methods such as popup screens, color coded messages and tickers.	Whether these facilities are available in the current service desk tool?	Escalations to be handled irrespective of the mode of communication / tools deployed.
46	5.4.6.3	18	5.4.6.3. Besides attending the requests in office, the premier FM will also be required to attend requirements, if any, at the residences of senior executives at respective	Whether SIDBI will provide conveyance and any additional charges for attending the calls at residences of senior executives?	<u>Change:</u> For attending such calls at the residence of senior executives, conveyance charges will be paid additionally at a rate of Rs. 200/- per visit along with regular quarterly payment.

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			locations. This also includes liasoning of Internet service provider and WiFi vendor and restoration of failed services.		
47	5.4.6.5	19	5.4.6.5. The services may be required on bank holidays /Sundays/ Gazetted Holidays and beyond the specified service window.	Whether SIDBI will provide any additional charges for attending the calls on holidays /Sundays/ Gazetted Holidays and beyond the specified service window?	No additional cost is payable.
48	5.4.8.1	19	5.4.8. Branch Servers and Desktop management services 5.4.8.1. Branch Servers • Reloading of Branch Server as per SIDBI Standards as advised by DC Server Management team.	Whether SIDBI shall arrange required software and licenses for the same?	SIDBI will provide necessary licenses.
49	5.4.8.1	19	5.4.8.1. Branch Servers • Coordinate with Data centre team for installation, configuration, upgrade, patch deployment, centrally controlled configuration changes etc. of device, OS, anti-virus and any other centrally pushed software; and ensure its optimum enforcement on servers.	Required softwares/licences are arranged by SIDBI, kindly confirm.	SIDBI will provide necessary licenses.
50	5.4.8.1	19	5.4.8.1. Branch Servers • Backup of server data on external media (tapes, HDD etc.) as per policy of the bank.	Required softwares/licences and backup media are arranged by SIDBI, kindly confirm.	SIDBI will provide necessary licenses and backup media.

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51	5.4.8.2	19	5.4.8.2. Desktop Management Provide support for Operating System (OS), Network connectivity, Windows Client, Office Automation tools, Internet, Anti Virus & Outlook Client, Business applications etc.	Required softwares/licences are arranged by SIDBI, kindly confirm.	SIDBI will provide necessary licenses.
52	5.4.8.2	20	5.4.8.2. Desktop Management Periodic review of software loaded on desktops/laptops and inform SIDBI giving details of devices with corresponding unauthorized software. After approval of SIDBI, the service provider will be required to take corrective/preventive action.	Is there any tool for collecting these details now? Kindly confirm the frequency of the periodic review.	The information is required to be captured on a quarterly basis or as and when required by the Bank.
53	5.4.8.2	20	5.4.8.2. Desktop Management Coordinate with Data centre team for installation, configuration, upgrade, patch deployment, centrally controlled configuration changes etc. of device, OS, anti-virus and any other centrally pushed software; and ensure its optimum enforcement on each end-point. In case of any issue in	Whether the onsite visit for this activity can be clubbed with PM visit?	Weekly visits can be clubbed with other service calls. However, maintenance of SLAs is responsibility of the bidder. Please refer clause 6.6.

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			remote installation of such software, the service provider will be required to install manually.		
54	5.4.8.2	20	5.4.8.2. Desktop Management Install, upgrade of Operating System (same or new version) and installation of OS Patches as and when required by the Bank. Install / implement security measures / patches based on advisories received from Government agencies viz. DIT, IDRBT, NCIIPC, RBI etc.	Mass rollout of OS and other softwares has to be treated as Separate activity and has to be done on chargeable basis. Kindly amend the term	Please refer 13.17.7
55	5.4.9.4	21	5.4.9.4. In case of bulk purchases of PC/Laptops by SIDBI, SP has to arrange for facility management services for shifting of data and client configuration, loading of software etc. as per SIDBI's policy.	Deploying of additional resources for supporting installation against bulk purchases has to be treated as Separate activity and has to be done on chargeable basis. Kindly amend the term	No Change.
56	5.4.9.5	21	5.4.9.5. Periodically (once in Six months) conduct questionnaire based Customer Satisfaction (CSAT) survey wherein the feedback from users would be captured to find out how satisfied are the users with the services being rendered	Customer Satisfaction (CSAT) survey to be conducted on which basis? Like Branch wise or Dept wise or User wise? Kindly confirm.	CSAT survey to be conducted user wise.

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			by the service provider. Contents of the questionnaire and target user group would be decided with mutual consent.		
57	5.4.10	21	<p>5.4.10. Install, Moves, Adds, Changes (IMAC) Services</p> <p>5.4.10.1. Service provider will act as the single point-of-contact for IMAC requests and provide the services for coordinating, scheduling and performance of install, move, add, and change activities for Hardware and Software. Definitions of these components are as follows:</p> <p>a. Install : Installation of branch server / desktop / laptop machines, standard software, printers, scanners, servers, peripheral equipment and network-attached peripheral equipment which form part of the existing baseline (New equipment will be procured along with installation services for the first time till it is accepted by the bank. After installation and acceptance by the bank, same will come under purview of services</p>	<p>Installation of new systems shall be done by the supplier of the same? We have to coordinate with them for the supply and installation. Kindly confirm.</p> <p>If the vendor is arranging additional resources for Physical movement of all IT infrastructure items from/to SIDBI offices and residences of senior executives has to be treated as chargeable activity. Kindly amend the term.</p> <p>All the charges incurred against the shifting of systems has to be reimbursed by SIDBI to the vendor. Kindly amend the term.</p>	<p>1. Understanding is correct.</p> <p>2. For attending such calls at the residence of senior executives, conveyance charges will be paid additionally at a rate of Rs. 200/- per visit along with regular quarterly payment.</p> <p>3. No change.</p>

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			<p>provided by the Service provider).</p> <p>b. Move: Physical movement of all IT infrastructure items from desk to desk, floor to floor. SP would arrange for necessary manpower for all such movements.</p> <ul style="list-style-type: none"> Physical movement of all IT infrastructure items from/to SIDBI offices and residences of senior executives at respective locations will be the direct responsibility of the Service Provider. However, SIDBI would reimburse cost of transport on submission of invoice by radio taxi services (like Uber/Ola etc.) for all such movements at these three locations. In case of shifting between other offices or while shifting of premises within same city, Service provider will coordinate with packer, insurer and courier (identified by SIDBI) for movement of these items and arrange for installation at destination. In case SIDBI desires to shift any system from one place to another, an engineer will be 		

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			made available by the service provider for the purpose of dismantling, pre-shifting inspection, post-shifting installation etc.		
58	5.4.10	22	5.4.10. Install, Moves, Adds, Changes (IMAC) Services c. Add: Installation of additional hardware or software (provided by SIDBI) on branch server, desktop machines, laptops, Printers after initial delivery (eg. additional RAM, CD ROM drive, sound card, etc). d. Change: Upgrade to or modification of existing hardware or software on server, desktop machines and Laptops (e.g. upgradation of RAM/ Harddisk, OS upgrade etc.). Additional hardware/software shall be procured and provided by SIDBI.	Bulk installation of additional hardware / Software has to be treated as chargeable activity. Kindly amend the term.	Please refer 13.17.7
59	5.4.11	22	5.4.11. Asset/ Inventory Management Service Provider should provide Asset Tracking and Management Services and should coordinate and ensure the regular updation of inventory database for both	Whether the current tool is capable to handle these functionalities mentioned? Who will take care of the licensing part of same? The vendor can continue the same or to deploy a new tool?	As per RfP. Licenses will be provided by SIDBI.

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			software and hardware and keep it upto date irrespective of availability of Service desk tool.		
60	5.4.11(4)	23	4. Asset tagging (Labeling / Bar coding). While maintaining the existing asset tags, the SP shall also arrange to print the asset tags in SIDBI prescribed format for new IT hardware procured during the contract period, and fix the tags on respective items.	Whether Asset tagging (Labeling / Bar coding) printer is available with SIDBI or the vendor has to arrange the same?	Vendor to arrange for the same.
61	5.4.11(5)	23	5. Ensure asset verification at all offices of SIDBI, once in a year, reconcile with hardware database and report to SIDBI as per bank's guideline.	Whether this can be clubbed with PM activity?	Asset verification can be clubbed with PM activity.
62	5.4.13	24	5.4.13. VC Management 5.4.13.1. VC Core Infrastructure Management 5.4.13.2. VC Facility Management	Whether all the VC equipments are having comprehensive AMC or not? Our scope limited to FMS for these devices? Kindly confirm.	VC AMC will be handled by the Bank. Bidders scope is for management of VC services as mentioned in Scope of work only.
63	5.4.14	26	5.4.14. Miscellaneous services 5.4.14.3. In the event of shifting of office premises by SIDBI, the service provider would depute FM engineer(s) for de-installation of all the hardware,	Adding or shifting of branches shall be treated as chargeable activity. All the expenses for this activity has to be reimbursed by SIDBI to the vendor.	No Change.

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
			<p>installation/commission of equipment at new location. Packing, insurance and transportation etc. will be arranged by SIDBI separately.</p> <p>5.4.14.4. In the event of adding new office at any location by SIDBI, order for FMS will be placed well in advance at the same terms and conditions. The service provider has to assist SIDBI in setting up of LAN (cabling, I/O fixing etc.), coordinate with network vendor for setting up of WAN connectivity etc.</p>		
64	5.4.15	26	<p>5.4.15. LAN Management</p> <ul style="list-style-type: none"> • Preparation of detailed LAN / WAN network diagram. The LAN diagram should include IP address, Physical Port numbers at Patch panel and user workstation/ cabin/ cubical, Switch port number etc. • Rack mounting of all the network hardware. • Assisting branch in getting faulty points/cables etc. repaired/replaced, structured cabling. 	<p>Preparation of detailed LAN / WAN network diagram shall be done at the starting of contract and shall be One time activity.</p> <p>SIDBI has to arrange required accessories such as points, cables for replacing.</p> <p>Structured cabling shall be done as chargeable activity with third party vendor and SIDBI has to reimburse the money to the vendor.</p>	<p>Currently available network diagrams will be made available to the shortlisted bidder. Updation of the same as and when required is in the scope of the bidder. SIDBI would provide required accessories. Structured cabling is not in the scope of the bidder. Bidder to assist the location for structured cabling.</p>

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
			<ul style="list-style-type: none"> Assisting branch in LAN cabling (structured) during shifting of premises/ modification at existing location. 		
65	5.4.16.7	28	<p>5.4.16. Annual Maintenance Contract (AMC) Services</p> <p>5.4.16.7. In case any items are required to be repaired due to physical damage, the service provider is required to provide a quotation for the parts physically damaged within 02 days from the date of intimation of damage. On approval of commercial quotation, the service provider is required to source the part, replace the same and make the device usable within 05 working days of reporting of issue. The amount thus payable would be paid from respective locations within 30 days of satisfactory repair of device (for the damage reported) and submission of invoice. However, SIDBI reserves the right to get the part replaced from any third party vendor, in which case, there would not</p>	Minimum 30 days required to source and replace the part, kindly amend the term.	No Change.

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
			be any impact on AMC from the service provider.		
66	5.4.16.8	28	5.4.16. Annual Maintenance Contract (AMC) Services 5.4.16.8. In case of consumables (laptop battery etc.), vendor is required to submit justification for replacement and quotation for the item. On approval of commercial quotation, the service provider is required to source the part, replace the same and make the device usable within 05 working days of reporting of issue. The amount thus payable would be paid from respective locations within 30 days of satisfactory replacement of the item and submission of invoice. However, SIDBI reserves the right to get the part replaced from any third party vendor, in which case, there would not be any impact on AMC from the service provider.	Minimum 30 days required to source and replace the part, kindly amend the term.	No Change.
67	5.4.19	31	5.4.19. Service Window	Kindly share the number of resources required in each shift in various categories.	Minimum number of resources required at locations in available in resource deployment plan. Resources are required to attend the office in staggered manner during the service window.

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
68	5.4.19.5	37	5.4.19.5. Addition/reduction of resources: • Service provider should deploy resources within 30 days from the date of PO.	Kindly amend the resources deployment timeline to 8 weeks from the date of PO.	No Change.
69	6.6.1.3	41	6.6.1.3. Service Level Targets Following table defines Service Level Targets for Response and Resolution time.	Kindly revise the Service Level Targets for Response and Resolution time for other locations where no dedicated resources are deployed.	No Change.
70	6.6.1.6	41	6.6.1.6. LD Calculation • Service provider will make all these information available using 'HP Service Manager Software' being currently used by SIDBI.	Shall SIDBI allow us to use the 'HP Service Manager Software' for our support period also? Who will take care about the license renewal of the software?	HP Service manager would be extended to the bidder. SIDBI during the tenure of the contract may replace the same. Licenses will be provided by SIDBI
71	12.1.4	77	12.1.4. While any increase in the rates of applicable taxes or impact of new taxes imposed by Gol, subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.	Taxes will be extra as applicable at the time of billing and has to be borne by the customer.	Please refer to the RfP Clause.
72	12.5.12	80	12.5.12. SIDBI reserves the right to stop availing of part of	Stop availing of part of the services anytime during the	No Change.

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
			the services anytime during the contract period without assigning any reason thereof, with a prior written notice of 30 days. Payment of such services shall be made on pro-rata basis till the date of stopping of the services and any payment made already in advance shall be adjusted from any payments to be made in future.	contract period shall be done on mutually agreed basis and on 90 days notice period only, kindly amend the term.	
73	12.7	80	12.7. Addition / Deletion of qualified offerings The Bidder will have to agree that the price for incremental offering cannot exceed the original proposed cost and the Bank reserves the right to re-negotiate the price at the unit rates provided for TCO calculations. The Bank has the right to order as much as it wants at those rates.	Cost of additional services will be extra based on the nature of work and resources required.	No Change.
74	12.10.3	83	12.10.3. Termination for convenience Notwithstanding anything mentioned above, the Bank reserves the right to cancel / terminate the contract or terminate single link or unsubscribe DDoS facility or surrender IP addresses with	Kindly remove this term of "Termination for convenience " since we are recruiting manpower, procuring spares dedicated for this contract. This will make financial loss to the vendor.	No Change.

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
			30 days' notice, without assigning reasons thereto. In such case payment till the termination of the contract would be paid on prorata basis.		
75	4.2.2.1	11	SIDBI during the said contract period may be implementing Wireless LAN at few or all locations/offices.	What will be scope of Service provider on Wireless implementation for with onsite engineer location and non engineer location	Scope of the bidder will be limited to assisting the users, if required.
76	4.2.2.4.	12	Additional tools for asset and patch management may be implemented during the tenure of the contract.	Will it be part of Service provider FMS Scope or this will be taken care by the Supplier	Bidder's scope will be installation of software, if desired by the Bank and assisting in troubleshooting. Bidder to refer 13.17. Annexure XVII – Commercial Bid Format - Table 13.17.7.
77	4.2.2.6.	12	Security measures like SIEM tool, NAC etc, are implemented in the Bank. Additional security measures like DLP, End Point Encryption etc. may be implemented during the tenure of this contract.	What will be the scope of Service provider.	Bidder's scope will be installation of software, if desired by the Bank and assisting in troubleshooting. Bidder to refer 13.17. Annexure XVII – Commercial Bid Format - Table 13.17.7.
78	4.2.2.8.	13	Bank has placed an order for procurement of ZOHO Manage engine for patching endpoint devices.	What will be the scope of Service provider.	Bidder's scope will be installation of software, if desired by the Bank and assisting in troubleshooting. Bidder to refer 13.17. Annexure XVII – Commercial Bid Format - Table 13.17.7.
79	5.2.2.	14	The selected service provider will be required to ensure close coordination with Infrastructure Managed	Will SLA measured on service provider for coordination with DC & DR service provider	SLA will not be measured for coordination.

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
			Services (DC & DR) provider to ensure optimal service level. All the issues, wherever the interface is required with FM support service provider, needs to be supported & resolved with mutual discussion and as advised by SIDBI.		
80	5.4.3.2	16	Transition period would be 04 weeks and will cover the following:	Will it be possible for extending the transition period to 6 to 8 weeks 1. Hope SIDBI will ensure the incumbent service provider will ensure a proper and seamless KT and data exchange 2. Hope SIDBI will provide "As is where is" condition by ensuring the incumbent service provider to close all calls including parts replacements of assets faulty before hand over	No Change.
81	5.4.4.2.	16	FM must visit all such offices at least once in a week for taking backup and other IT support services at the convenience of respective office.	Which are all the locations? Backup device will be provided by SIDBI?	Please refer to Appendix - I – List of Offices. Backup media will be provided by SIDBI.
82	5.4.4.4.	16	The bidder shall carryout due-diligence, background verification and submit referral check including	Is there any specific format to follow? Please share the prerequisite	Police Verification certificate and documentary evidences for education and experience of the candidates duly validated are required to be submitted by the bidder.

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
			Police verification for all their personnel deployed at SIDBI.		
83	5.4.4.5.	16	The bidder should provide necessary support to the SAM partner as and when required.	is it limited with onsite Engineer location? if oncall location to be supported, what will be the maximum no of visit	Software Asset Management (SAM) partner will be using their tools for extraction of the requisite information. However, if required, bidder is required to assist the SAM partner in collection of the information.
84	5.4.5.9.	17	Service Provider will provide support using appropriate software tools and skilled Service desk personnel during agreed service window.	service desk tool will be part of Service provider scope or SIDBI will provide? What is the existing tool used by SIDBI and which are all the modules and no of licenses	Calls are currently logged in HP Service Manager during service window.
85	5.4.6.1. & 5.4.6.3.	18	Premier facility management services are required to be provided to senior executives at locations as specified by the Bank. Besides attending the requests in office, the premier FM will also be required to attend requirements, if any, at the residences of senior executives at respective locations.	no of user & locations	Please refer 13.10. Annexure X – Resource Deployment Plan
86	5.4.8.2.	21	FMS (including IMAC) services are to be provided for IT Infrastructure and internet installed at the residences of senior executives at respective locations.	no of user & locations	Please refer 13.10. Annexure X – Resource Deployment Plan

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
87	5.4.10.1.(b)	21	Move: Physical movement of all IT infrastructure items from desk to desk, floor to floor. SP would arrange for necessary manpower for all such movements	How many incidents per location & will Sidbi provide the house keeping or office boy for physical support	Housekeeping support will be provided by SIDBI
88	5.4.11	22	Service Provider should provide Asset Tracking and Management Services and should coordinate and ensure the regular updation of inventory database for both software and hardware and keep it upto date irrespective of availability of Service Desk tool.	What is the existing tool used for Asset management? Will Asset Managemnt tool comes under service provider scope? Under required project personal - Asset manager / executive is not listed? Can we quote it as a additional as over and above 30 count	As per RfP.
89	5.4.11(4)	23	Asset tagging (Labeling / Bar coding). While maintaining the existing asset tags, the SP shall also arrange to print the asset tags in SIDBI prescribed format for new IT hardware procured during the contract period, and fix the tags on respective items.	Label printer & Stationary will be provided by SIDBI or service provider? Will it be centralized or locationwise? Expected volume and frequency?	Vendor to arrange for the same.
90	5.4.12	23	SIDBI has various vendors (Product support/ OEM/ AMC/ Warranty) for the IT infrastructure (Software and hardware). Service Provider will be required to provide vendor management	Under required project personal - Asset manager / executive is not listed? Can we quote it as a additional as over and above 30 count	Asset management is required to be handled by selected vendor within the deployed resources.

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
			services to ensure proper coordination,		
91	5.4.13.1	24	<p>Configuration, management and fine tuning of core VC infrastructure (MCUs, DMA, RSS, RM, Firewall Traversal device, desktop clients, tablet, iPad, Smart phone etc.) as per requirement of Bank and industry best practices. This also includes for any new equipment procured by the Bank during the contract period.</p> <ul style="list-style-type: none"> • Installation, Configuration, Registration, of VC end points and desktop clients installed at various locations / offices. This should be as per Bank requirement and Industry best practices 	Scope Describes as Level 3 skill but Under required project personal - VC support with L1 skill? Requesting to change the skill level to L2 or L3.	No Change.
92	5.4.15.1	26	<p>Preparation of detailed LAN / WAN network diagram. The LAN diagram should include IP address, Physical Port numbers at Patch panel and user workstation/ cabin/ cubical, Switch port number etc. Rack mounting of all the network hardware.</p>	<p>Is SIDBI already have the network Diagrams? Under required project personal - network engineer not listed?Can we quote it as a additional as over and above 30 count</p>	<p>Currently available network diagrams will be made available to the shortlisted bidder. Updation of the same as and when required is in the scope of the bidder.</p>

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
93	5.4.19	31	Time period is indicative and is subjected to change. Skeleton staff on Saturdays / National Holidays may be planned. Full strength may be required during Saturday / Holiday following during half yearly / annual closing periods.	Will SIDBI Pay additional allowances for such holiday support?	No additional cost is payable.
94	5.5.1.2. 5.6.1.1.	38	The service provider to ensure payment of atleast minimum wages as per governing laws. Minimum Wages Act – The bidder also has to ensure that they are compliant to the Minimum Wages Act for deployment of resources across sites nationwide. The bidder should follow all payout norms as per the MWA in all the states.	wages to be paid as per Central or state wages?	Central Wages Act
95	12.5	79	Successful Bidder / Service provider will be required to commence all the 12.5.1. services with effect from October 01, 2021. 5.4.16.1. AMC Services for items like PCs, Laptops, Printers, and Scanners at all SIDBI locations are required with effect from November	What is the actual service start date as there are 2 dates mentioned, 1st October & 1st november	Project is expected to start tentatively during November 2021 and the selected vendor is expected to takeover the transition from existing vendor 2-3 weeks before the project start date. Payment will be made for deployed resources during the transition period on prorata basis.

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
			01, 2021. Office wise details of the items along with the effective date of start of AMC are given in Appendices I through IV.		
96	General	NA	Backlining with OEM's	Are there any products (hardware or software) that we need to backline with OEM's	Backlining with OEMs is not expected.
97	8.1 (3)	60	respondent should have minimum 3 (three) years' experience of on-site AMC, and FMS management, in at least TWO organizations in India having at least 100 branches spread across multiple states/regions in India, where:	Can you consider instead of 100 braches , presence in all Metros ,Teir-1 & Tier-2 cities	No Change.
98	8.1 (3)	60	(1) The bidder has set up facilities for centralized management of IT infrastructure at the customer's premises.	Can you please define the entire onsite infrastructure Dimensioning	Centralized management includes setup of helpdesk, remote support etc. for multiple locations.
99	8.1 (3)	60	(2) At least one such contract should be active (with 100 branches FMS) as on bid submission date.	can you consider instead of 100 braches , presence in all Metros ,Teir-1 & Tier-2 cities	No Change.
100	8.1 (7)	61	Should have own office in 5 SIDBI locations viz. Chennai, Lucknow , Mumbai, New Delhi and Kolkata to provide support services.	we have office at all location except lucknow. Can you consider this request	Change: The clause stands revised as follows: "Should have own office in 3 SIDBI locations viz. Chennai, Mumbai and New Delhi to provide support services."

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
					Accordingly, Annexure - III & Appendix-II has been revised and attached.
101	8.1 (10)	61	Should have at least <u>two</u> of the accreditations / certifications out <u>of ISO 9001, ISO 20000-1, ISO/IEC 27001, ISO/IEC 27002</u> and the same should be valid at the time of submission of bids.	Can you consider one accreditation instead of two	No Change.
102	8.1 (3)	60	The respondent should have minimum 3 (three) years experience of on-site AMC, and FMS management, in at least TWO organizations in India having at least 100 branches spread across multiple states/regions in India, where: (1) The bidder has set up facilities for centralized management of IT infrastructure at the customer's premises. (2) At least one such contract should be active as on bid submission date.	Orient is currently having - • INOX Ltd AMC for 3 years from 1st oct 2019 to 31st oct 2022 with 75 locations • Dr. Batra Ltd AMC for 130 locations with 3 different PO's for year 2019-2020/2020-2021/2021-2022 but number of locations are not mentioned in the PO. However excel sheet mentions approximately 130 locations • Orient Query – If PO does not mentioned the number of locations but only final value is mentioned. Also there is no agreement But inventory sheet mentions total end user systems will this be fine? (Documents attached)	Change: The clause stands revised as under: "The respondent should have minimum 3 (three) years experience of on-site AMC, and FMS management, in at least TWO organizations in India having at least 75 branches spread across multiple states/regions in India, where: (1) The bidder has set up facilities for centralized management of IT infrastructure at the customer's premises. (2) At least one such contract should be active as on bid submission date. " Accordingly, Annexure - III & Appendix-II has been revised and attached.
103	8.1 (7)	61	Should have own office in 5 SIDBI locations viz. Chennai, Lucknow, Mumbai, New	For Mumbai, Chennai & New Delhi - having branch offices	Change: The clause stands revised as follows: "Should have own office in 3 SIDBI locations

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
			Delhi and Kolkata to provide support services.	<p>For Lucknow location - Orient does not have direct branch office but having Support thru ASP - BINARY LAKE Pvt. Ltd Plot No. 37 KN-45 Kanak city Saripura I/F Siddharth Guest House Alamnagar RJPM 2 Lucknow UP- 226017 Abhishek Satsangi +91-7905015705,8182800804</p> <p>For Kolkata location - Orient is having residence engineer who is working from Home. Details - Atish Banerjee Jagat Abason,4th floor,Block - B, Galasara (Bally), Howrah - 711227 Mobile - 9830791267</p>	<p>viz. Chennai, Mumbai and New Delhi to provide support services."</p> <p>Accordingly, Annexure - III & Appendix-II has been revised and attached.</p>
104	5.4.5	17	5.4.5.6. Shall maintain list of Inventory and keep it upto date irrespective of availability of Asset and Patch Management tool.	Is there any plan for procurement of patch management and asset management tool	Please refer clause 4.2.2.8
105	5.4.19	31	VC Facility Management (Shift Duty) - Service Window - 10 hrs. x 6 days	As per requirement in the RFP in page no 36 the VC FMS requirement is 1 where as the service windows is for 10 hr which would be a challenge for one engineer handle the VC. Kindly request to change the	Change: Service window for VC Facility Management (Shift Duty) may be read as 8 hrs. x 6 days (10:00 - 18:00 Hrs). However, if SIDBI hires additional resources for VC Facility Management in future, the service window will be made 10 hrs. x 6 days (09:30 – 19:30).

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
				FMS requirement for VC as 2 Nos	
106	6.6.1.3	41	S4 - On Call Response 4 hrs ; Resolution - 8 hrs	Kindly request you to change the resolution time from 8 hrs to 24 hrs as the 8 hrs time would not be sufficient to resolve the issues	No Change.
107	6.6.1.3	41	S3 - On Call Response 4 hrs ; Resolution - 6 hrs	Kindly request you to change the resolution time from 6 hrs to 8 hrs as the 6 hrs time would not be sufficient to resolve the issues	No Change.
108	6.6.1.3	41	S1 - Onsite - Response time - 15min; resolution time - 1 hrs	Kindly request you to change the as "S1 - Onsite - Response time - 30 min; resolution time - 2 hrs	Change: The clause stands revised as under: "S1 - Onsite - Response time - 30 min; resolution time - 2 hrs"
109	6.6.4	43	6.6.4.1. In case of not undertaking weekly visit at the locations, where weekly visit is mandated under the contract, an amount equivalent to the per visit cost + Rs. 250/- would be deducted as liquidated damages for each instance of missed visit.	Kindly request you to take of the penalty as due to pandemic there would be challenges of engineers traveling to remote locations	Please refer to clause No. 6.7 regarding levying of LD in case of Force Majeure.
110	5.4.19.2	31	Education Qualification - • Engineering graduate from a recognized institute.	Kindly request you modify as "• Engineering/Other Graduation degree from a recognized institute preferably with operation manager skills	No Change.
111	5.4.19.5	37	Addition/reduction of resources	i) During the tenure of the contract, as per requirements of	No Change.

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification												
				the Bank, there may be addition or reduction of resources across locations/levels (Max. Variance would be acceptable upto 5%). iii) Service provider should deploy resources within 30-60 days from the date of PO.													
112	6.6.1.6.	41	LD Calculation	<p>Shortfall in SLA Target / Compliance by LD (%)</p> <table> <tr> <td><= 1 %</td> <td>1-0.5</td> </tr> <tr> <td>> 1% and <= 3 %</td> <td>3-1.5</td> </tr> <tr> <td>> 3% and <= 5 %</td> <td>5-2.5</td> </tr> <tr> <td>> 5% and <= 6 %</td> <td>6-3</td> </tr> <tr> <td>> 6% and <= 8 %</td> <td>8-4</td> </tr> <tr> <td>> 8% and <= 10 %</td> <td>10 5</td> </tr> </table> <p>The aggregate penalties that may be levied in a quarter towards the aforesaid managed services shall be limited to 10% 5% of amounts payable quarterly towards these services.</p>	<= 1 %	1-0.5	> 1% and <= 3 %	3 -1.5	> 3% and <= 5 %	5 -2.5	> 5% and <= 6 %	6 -3	> 6% and <= 8 %	8 -4	> 8% and <= 10 %	10 5	No Change.
<= 1 %	1-0.5																
> 1% and <= 3 %	3 -1.5																
> 3% and <= 5 %	5 -2.5																
> 5% and <= 6 %	6 -3																
> 6% and <= 8 %	8 -4																
> 8% and <= 10 %	10 5																
113	6.6.2.3	42	LD Clauses for AMC Services	<p>Shortfall in SLA Target / Compliance by LD (%)</p> <table> <tr> <td><= 1 %</td> <td>1-0.5</td> </tr> <tr> <td>> 1% and <= 3 %</td> <td>3-1.5</td> </tr> <tr> <td>> 3% and <= 5 %</td> <td>5-2.5</td> </tr> <tr> <td>> 5% and <= 6 %</td> <td>6-3</td> </tr> <tr> <td>> 6% and <= 8 %</td> <td>8-4</td> </tr> <tr> <td>> 8% and <= 10 %</td> <td>10 5</td> </tr> </table>	<= 1 %	1-0.5	> 1% and <= 3 %	3 -1.5	> 3% and <= 5 %	5 -2.5	> 5% and <= 6 %	6 -3	> 6% and <= 8 %	8 -4	> 8% and <= 10 %	10 5	No Change.
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> 6% and <= 8 %	8 -4																
> 8% and <= 10 %	10 5																

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
				LD towards AMC will be limited to the maximum 40% 5% of the quarterly amount payable towards AMC services	
114	6.6.3.5	43	LD for resources	Maximum penalty upto 2.5% on the monthly Invoice.	No Change.
115	6.6.4	43	Weekly visits	LD for each instance of missed visit would be arrived as under: [(QVPL/12/2) + 250] + applicable taxes	No Change.
116	6.7	44	LD for Default in Services	Delay in commencement of the services will attract LD @ 4% 0.5% of the cost of respective services, severally and cumulatively and not exclusive of each other, for every week's delay subject to maximum of 40% 5% of the cost of each of such services being delivered. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks.	No Change.
117	7.1.11	46	Bidder must be ready to accept the extension of the contract by a further period of maximum 06 (six) months on the same terms and conditions, if so desired by SIDBI.	Bidder must be ready to accept the extension of the contract by a further period of maximum 06 (six) months on the same terms and conditions, if so desired by SIDBI-the both the parties.	No Change.
118	7.16.2	50	Compliance in obtaining approvals/ permissions/	Clause to be modified as follows:	No Change.

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
			<p>licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and 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/ resource/ 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 therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.</p>	<p>Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and 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/ resource/ personnel/ representatives/agents from and against all actual, direct and proven 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 therefrom and the Bank will give notice of any such claim or demand of</p>	

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
				liability within reasonable time to the bidder.	
119	7.17	51	The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so 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 therefrom.	Clause to be modified as follows: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all actual, direct and proven 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 therefrom.	No Change.
120	7.18	51	The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank	Request to change it to 3%	No Change.

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
			Guarantee (BG) from a scheduled commercial Bank for an amount equivalent to 10% of contract value and valid for period of contract + THREE months (invocation period) from the date of acceptance of the services.		
121	7.20	51	Right to Alter Quantities	Acceptable	NA
122	7.24.2	52	In the event of failure of the bidder to render the service, without prejudice to any other right the Bank shall have as per this agreement, the bank at its sole discretion may make alternate arrangements for getting the services from any other source. And if the bank gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by the bank in availing such services from the alternative source	Risk purchase clause to be deleted	No Change.
123	7.37.1.	56	The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees,	Clause to be modified as follows: The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified	No Change.

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
			<p>personnel, officers, directors, 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> <ol style="list-style-type: none"> 1. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; 2. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document; and/or 3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or 4. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP 	<p>and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all actual, direct and proven losses, liabilities, claims, actions, costs and expenses (including reasonable 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> <ol style="list-style-type: none"> 1. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or 2. An grossly negligent act or wilful omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document; and/or 3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or 4. Material Breach of any of the term of this RfP document and/or of the agreement to be 	

Sr. No.	Clause No	Page No.	Description	Query	SIDBI Clarification
			<p>or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or</p> <p>5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or</p> <p>6. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or</p> <p>7. Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or</p> <p>8. The use of unlicensed and illegal Software and/or allied components by the successful Bidder</p>	<p>entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or</p> <p>5. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or</p> <p>6. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or</p> <p>7. Gross Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or</p> <p>8. The use of unlicensed and illegal Software and/or allied components by the successful Bidder</p>	
124	7.39.3	57	<p>The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing</p>	<p>Clause to be modified as follows: The Bidder shall continue work under the Contract during the arbitration proceedings unless</p>	No Change.

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			by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.	the dispute is regarding non-payment of dues by the Bank or unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained. Likewise bank shall make the payment for the services provided by service provider during the pendency of Arbitration.	
125	7.40.6	58	Bidder shall indemnify, protect and save SIDBI against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of Bidder, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by Bidder as part of the delivery to fulfill the scope of this project.	Clause to be modified as follows: Bidder shall indemnify, protect and save SIDBI against all actual, direct and proven claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an grossly negligent act or wilful omission of Bidder, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by Bidder	No Change.

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				as part of the delivery to fulfill the scope of this project.	
126	12.9	81	Payment Terms	Payment will be paid within 15 days from the date of Invoice.	Payment will be done within 30 days from the date of submission of undisputed invoices and credit note, if any.
127	13.12	103	NDA	To be made mutual since CMSIT employees will be deployed at Bank premises	No Change.
128	Pre-Contract Integrity Pact - 7	114	Fall Clause	Fall Clause to be deleted	No Change.
129	General	NA		Clause non Solicitation to be added as under; Neither party shall, directly or through a third party contractor, solicit/induce/entice away or endeavour to solicit/induce/entice away an employee of the other party who is directly involved with Agreement, for 5 years after such resource has ceased to be engaged for performance of services under this Agreement. Notwithstanding the foregoing, this restriction either party may hire (a) personnel who independently respond to indirect solicitation (such as general newspaper advertisements, employment agency referrals, and internet	No Change.

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				postings) not targeting the personnel of the other Party and (b) personnel who have separated or have been separated from the services of a party provided that the hiring Party did not solicit such separation.	
130	General	NA		<u>Termination Right to be added for the Bidder as under-</u> Bidder/Service Provider may terminate this Agreement and / or any SOW upon written notice to the Client if Client commits a default or material breach and does not remedy the default or material breach within 30 days of notice from the Bidder/Service Provider	No Change.
131	8.1(7)	61	Should have own office in 5 SIDBI locations viz. Chennai, Lucknow, Mumbai, New Delhi and Kolkata to provide support services	Team Computer submission We are having 25 plus offices across India, we are serving clients like LIC, IDBI and large enterprise and PSU across the nation. We presently do not have our own office in Lucknow, However we do have adequate number of support staff and RE's to support and serve esteemed clients in the region. in context to this we would like	Change: The clause stands revised as follows: "Should have own office in 3 SIDBI locations viz. Chennai, Mumbai and New Delhi to provide support services." Accordingly, Annexure - III & Appendix-II has been revised and attached.

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				to request to kindly provide relaxation in this clause	
132	10.7.1	66	All the responses must be accompanied by a refundable INTEREST FREE security deposit of amount of Rs.10,50,000	the memorandum No F.9/4/2020/ PPD issued by GOI, Ministry of finance for exemption of Exemption of EMD due to Pandemic is attached herewith The validity of the above said circular is till 31-12-2021. In context to this it is requested to kindly consider our request for exemption of EMD. Kindly issue necessary and urgent directions in this regard, so that we can submit our bids within the timelines.	No Change.
133	8.1.8	61	Bidder should have 100 resources on roll with 2 or more years of experience in AMC and FMS services.	We would like to inform you that as an organization our mode of support operation is indirect. As a MNC organisation, globally we operate on a partner centric model, wherein our last mile service delivery is through our Authorised Partners' engineers. Though we do have offices across country our mode of operations will be through our support partner. However, the complete service delivery mechanism is controlled and driven by ACER	No Change

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				<p>India. All our ASP have to follow Acer guidelines and processes and they are mapped with our systems. We own the responsibility and accountability to fulfil terms and conditions of our contracts and ensure the agreed Service levels are met. We can provide necessary documents of our nominated partners (Like qualifications, ITIL or some other processes etc), who will only provide necessary support for this tender under Acer ownership. With above we request you have necessary amendments in tender and allow us to participate.</p>	
