



PRE-BID CLARIFICATIONS

Pre-Bid meeting for the aforesaid RfP was held online through Microsoft Team Meeting on March 26, 2021. Based on discussions with the Bidders during the meeting and queries sent by the Bidders, following clarifications may please be noted and updated RfP, Annexure and Appendices as being issued herewith may be referred for all purposes:

1. In addition to the response, as given at sr. no. 2 below, to the queries received from the bidders, following clarifications may please be noted:

a. **Key dates:**

Project Duration: November 01, 2021 to October 31, 2026

Transition Period Start date: October 01, 2021

b. Following change have been made in RfP and the revised RfP has been issued/ uploaded as part of clarifications being given herein:

S. No.	Page/ Section No. in original RfP	SIDBI's Response/ Clarification																	
1	Page 1, Title Page	Project duration may be read as: November 01, 2021 till October 31, 2026																	
2	Page 9, Section 3.1.1	period of 05 years may be read as: November 01, 2021 to October 31, 2026.																	
3	Page 28, Section 5.3	Date mentioned in the first paragraph may be read as October 31, 2021.																	
4	Page 35, Section 6.4.3	Transition Management may be read as ' Forward Transition Management '																	
5	Page 35, Section 6.4.3 (3)	Transition period (4 weeks) starting date may be read as October 01, 2021																	
6	Page 70, Section 6.4.22(1)	AMC Services start date for various items at all respective SIDBI locations may be read as November 01, 2021.																	
7	Page 90, Section 7.6.3	The table under RfP section 7.6.3 Service Level Targets stands revised as under: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Severity Level</th> <th>Response Time</th> <th>Resolution Time</th> <th>Calculation Window</th> </tr> </thead> <tbody> <tr> <td>S4</td> <td>60 min</td> <td>6 hrs</td> <td rowspan="4" style="text-align: center;">Monthly</td> </tr> <tr> <td>S3</td> <td>30 min</td> <td>4 hrs</td> </tr> <tr> <td>S2</td> <td>15 min</td> <td>2 hrs</td> </tr> <tr> <td>S1</td> <td>15 min</td> <td>1 hrs</td> </tr> </tbody> </table>	Severity Level	Response Time	Resolution Time	Calculation Window	S4	60 min	6 hrs	Monthly	S3	30 min	4 hrs	S2	15 min	2 hrs	S1	15 min	1 hrs
Severity Level	Response Time	Resolution Time	Calculation Window																
S4	60 min	6 hrs	Monthly																
S3	30 min	4 hrs																	
S2	15 min	2 hrs																	
S1	15 min	1 hrs																	



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in original RfP	SIDBI's Response/ Clarification
8	Page 100, Section 8.8.1 (6)	Following clause stands deleted. "In case the acceptance of the solution is delayed due to any reasons beyond the bank's purview, successful bidder shall have the BG towards EMD, validity extended for a period of three months till the equipment is accepted by the bank."
9	Page 100, Clause 8.8.2(3)	Following clause stands deleted: "In case of expiry of BG prior to project completion, the bidder will be required to renew/ extend the BG for further period as per plan. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD."
10	Page. 101, Section 8.8.2(9)	Following new clause has been added: "In case the contract is extended beyond the contract period of five years, the Bank will place separate PO for the same. The bidder shall submit PBG for 10% of the PO value valid for the extended period of contract and with an invocation period of three months beyond the extended contract period."
11	Page 109, Clause 8.27 Reverse Transition Plan	The clause has been re-phrased and given in the revised RfP.
12	Page 113, clause 8.29 Payment Terms	Following new clause has been added: "15. Payment towards forward transition shall be made along with the payment for the first quarter. Payment towards reverse transition shall be made after the successful completion of the Reverse Transition activity."
13	Page 117, Clause No. 8.40.2	Clause stands revised as under: "In the event that the termination of the Contract is due to the expiry of the term of the Contract in normal course and the Contract is not further extended by BANK, the Vendor herein shall be obliged to provide all such assistance including knowledge transfer and training to the next successor Bidder or any other person as may be required and specified by the BANK, where the successor(s) is a representative/ personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a period not exceeding 90 days beyond the term."



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in original RfP	SIDBI's Response/ Clarification
14	Page 143, Section 10.3 – Evaluation of Commercial bids	<p>Paragraphs 10.3(6), 10.3(7) and 10.3(8) have been revised as under:</p> <p>6. Total cost of ownership (TCO) for all the bidders shall be arrived as under:</p> $ \begin{aligned} \text{TCO} = & \text{SUM [NPV (Yearly Cost of Managed Services \& AMC Services for} \\ & \text{respective years)]} \\ & + \text{ Cost of Reverse Transition} \\ & + \text{ Cost of Forward Transition} \\ & + \text{ Optional Cost of Resources as per man-month rate} \end{aligned} $ <p>7. The Bidder with lowest Total Cost of Ownership (TCO) shall be determined as Lowest Commercial Price (L1) and be short listed for award of contract for Infrastructure Managed Services and Application Support Services for Datacenter (DC) & Disaster Recovery (DR) Site, for a period of Five (05) years.</p> <p>8. Purchase order with selected L1 vendor shall be placed for the total Cost of Managed Services & AMC Services plus Cost of forward transition and cost of reverse transition. Purchase order for optional resource requirements shall be placed separately on need basis during the contract period.</p>
15	Page 184, Section 6.8.3	The "Project Manager" mentioned at Sr. No. 1 in the table may be read as " Program Manager "
16	Annexure III – Response to the Minimum Eligibility Criteria, Foot Note at Sr. No. 1	Following stands deleted: "Subcontracting of any work related to the scope of RFP is not allowed except for the L1 level of resource(s)."



PRE-BID CLARIFICATIONS

2. The queries as received from various Bidders are tabulated below. SIDBI's response / comments to these queries is given in the last column of the table:

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
1	Chapter 5.2.4.3 Integration/ Interface between Applications Section 7.1.1 [RFP-Page 28]	To provide required functionality and to reduce redundancy, point to point integration among various in-house application(s) & products have been implemented using Oracle Database and IBM MQ Series.	Do we get basic training?	Yes. This will be done during the forward transition phase. Please refer RfP section 6.4.3 Forward Transition Management.
2	Chapter 5.2.4.3 Section 7.1.1 [RFP-Page 28]	SIDBI has implemented below mentioned Microfocus (HP) – EMS tools	Already Functional? Kindly let us know way forward on the above criteria.	Yes. The tools are already implemented and operational. ATS for these tools is renewed with OEM by SIDBI. For detailed scope of works for management and maintenance of EMS tools, please refer RfP section 6.4.20 EMS Tools Management.
3	5.4.1 IT Security Section 7.1.1 [RFP-Page 29]	Security Roadmap: In the current FY, SIDBI would be strengthening the security by implementation of Endpoint Encryption, Multifactor Authentication, Database Activity Monitoring, File Integrity Monitoring and Asset and Patch Management Solution. Further, during period of contract, the bank may also implement full-fledged VPN for remote access, Data Leakage Prevention (DLP), Identity and Access Management (IDAM) etc., to strengthen its security posture.	Are these going to be new projects?	Yes. For detailed scope, please refer RfP Section 5.4 Ongoing IT Project – Summary.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
4	Pg No 36	Business Applications related services – Calls logged are handled by application support group/ desks.	Basic application training will be provided by SIDBI Team	Yes. This will be done during the forward transition phase. Please refer RfP section 6.4.3 Forward Transition Management.
5	6.4.4 Pg No 36	Service manager tool may be used by SIDBI for any other similar helpdesk / service desk operations in the Bank. In case of such requirements, service manager tool would have to be configured by the vendor.	Hope the tool is already configured and already in use	Yes. The tools are already implemented and operational. ATS for these tools is renewed with OEM by SIDBI. For detailed scope of works for management and maintenance of EMS tools, please refer RfP section 6.4.20 EMS Tools Management.
6	6.4.22 Pg No 70	Service provider will be required to provide AMC for hardware items either directly or through the respective OEM vendor.	We can have the option of not getting a back to back and if need be for critical asset, we can have back to back arrangement with respective OEM.	Yes. Please refer section 6.4.22(3) of RfP.
7	6.5.1 Pg No 71	Application Support Services	Basic Training and process flow with SOP	Yes. This will be done during the forward transition phase. Please refer RfP section 6.4.3 Forward Transition Management.
8	6.7 Pg No 76	Service Window Data centre / DR site services / Middleware tools management/ E-Mail 12 hrs x 5 days 08:30 AM – 04:30 PM 12:30 PM – 08:30 PM	Window is not 24x7 then what if a breakdown call emerge out of the service window?	In case of any critical requirements or breakdowns or any other emergent situation, bidder is required to extend support beyond prescribed service windows without any additional cost to the Bank. In



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
				addition, please see the following para at page 85 of RfP section 6.8.3: "In addition to the service window indicated as against each service vertical, depending on the bank's requirements the services may be occasionally required on bank holidays/ Sundays/ Gazetted Holidays and beyond the specified service window. Provision must be built by the bidder to provide these occasional services without any additional cost."
9	7.6.8 Pg No 92	E.g.: If Resource is absent for 13 days (over and above allowed one day leave) in a month, for all 13 days, liquidated damages would be calculated as 120% of Man Day Cost*13.	Can you clarify	Please see the example given at page 93 of section 7.6.8 Human Resources of the RfP.
10	8.8.1 Bid Security / Earnest Money Deposit (EMD) Pg No. 99	1. All the responses must be accompanied by a refundable interest free security deposit of requisite value specified in "Critical Information" section of the RfP. Bids received without EMD in proper form and manner shall be considered unresponsive and rejected. 2. Request for exemption from EMD (Security Deposit) will not be entertained. However, bidders possessing valid MSE / Udyog Aadhaar	We have Udyam will we be exempted??	Please refer RfP section 8.8 - Bid Security & Performance Guarantee



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		Memorandum and Startups are exempted from submission of EMD on submission of proof.		
11	Chapter 6 Section 6.8.3 [RFP-Page 83]	The shortlisted Bidder shall deploy ALL resources, who should be in their OWN PAYROLL. Undertaking from company along with latest payslip to be submitted.	Bank to allow subcontracting.	No Change.
12	Chapter 6 Section 6.8.3 [RFP-Page 84]	The shortlisted Bidder shall deploy ALL resources, who should be in their OWN PAYROLL. Undertaking from company along with latest payslip to be submitted.	Please change this to : -Undertaking from company along with Letter head signed by bidders HR to be submitted.	No Change.
13	Chapter 6 Section 6.8.3 [RFP-Page 85]	Increase the number of resources as per the contracted rate OR decrease the number of resources if workloads reduce due to any reasons. The payment for such resources would be paid on pro-rata basis.	Please change this to: - Increase the number of resources as per the contracted rate. The payment for such resources would be paid as per the submitted Rate Card.	No Change.
14	Chapter 6 Section 6.8.3 [RFP-Page 92]	Liquidated damages beyond leave of absence	Penalty cap is 5% monthly payment of absent resource.	No Change. Please refer RfP section 7.6.8 Human Resources.
15	General Query	Operations Manager (Rate Card From Annexure 3) , Program Manager(RFP Page no 77) and Project Manager (RFP Page no 84)	All these are Same only, please confirm.	Project Manager wherever appearing in the RfP may be read as ' Program Manager '. Operations Manager as mentioned in Annexure XVII. Response to Commercial bid (Man-month Contract Rate Chart for optional Services) is an optional resource with L3 level experience and roles and responsibilities same as that of Program Manager.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
16	Chapter 8 Appendices [RFP-Page 24]		EOL HW and SW will be supported as per Best Efforts with no SLA and Penalties applicable.	Yes
17	Chapter 5.2.3 Section 5.2.3.8 [RFP-Page 24]	However, during period of contract the bank may also implement security solutions viz., Endpoint Encryption, DLP, Asset & Patch Management solutions/agents etc., on the endpoints.	Bank to clarify that any new implementation, reinstallation, configuration and ongoing management and monitoring of security solutions viz., Endpoint Encryption, DLP etc. on the endpoints that Bank may deploy in the future is not Bidder's responsibility. If Bank needs Bidder support for these solutions during implementation and ongoing phase, it has to be part of a Change Management Process.	Deployment/ integration of these security solutions in co-ordination with the vendor of these solutions, shall be the responsibility of the bidder. However, Management of these solutions shall not be in the scope of the bidder. For detailed scope, please refer RfP Section 5.4 Ongoing IT Project – Summary.
18	Chapter 5.2.3 Section 5.2.3.14 [RFP-Page 26]	Bank is also in the process of adding another multifactor authentication solution which will be integrated with Active Directory and applications.	Bank to clarify that any new implementation, reinstallation, configuration and ongoing management and monitoring of MFA solution that Bank may deploy in the future is not Bidder's responsibility. If Bank needs Bidder support for this solution during implementation and ongoing phase, it has to be part of a Change Management Process.	Deployment/ integration of these security solutions in co-ordination with the vendor of these solutions, shall be the responsibility of the bidder. However, Management of these solutions shall not be in the scope of the bidder. For detailed scope, please refer RfP Section 5.4 Ongoing IT Project – Summary.
19	Chapter 5.4 Section 5.4.1 [RFP-Page 29]	Security Roadmap: In the current FY, SIDBI would be strengthening the security by implementation of Endpoint Encryption, Multifactor	Bank to clarify that any new implementation, reinstallation, configuration and ongoing management and monitoring of Endpoint	Deployment/ integration of these security solutions in co-ordination with the vendor of these solutions,



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		Authentication, Database Activity Monitoring, File Integrity Monitoring and Asset and Patch Management Solution. Further, during period of contract, the bank may also implement full-fledged VPN for remote access, Data Leakage Prevention (DLP), Identity and Access Management (IDAM) etc., to strengthen its security posture. In addition to this, SIDBI may also implement various security measures time to time as recommended by regulators and Bank's requirements.	Encryption, Multifactor Authentication, Database Activity Monitoring, File Integrity Monitoring solutions that Bank may deploy in the future is not Bidder's responsibility. If Bank needs Bidder support for this solution during implementation and ongoing phase, it has to be part of a Change Management Process.	shall be the responsibility of the bidder. However, Management of these solutions shall not be in the scope of the bidder. For detailed scope, please refer RfP Section 5.4 Ongoing IT Project – Summary.
20	Chapter 5.4 Section 5.4.2 [RFP-Page 29]	As and when required SIDBI undertakes procurement of various IT Infrastructure item viz. Servers, Software, Backup devices, Storage, Network and Security devices, network/ internet bandwidth etc. at Data Center, DR Site and various offices to add/ upgrade the new items or replace the existing items getting phased out. Respective teams of the selected service provider would be required to facilitate and carry out necessary activities including vendor co-ordination towards installation, commissioning and successful operationalization of the new / existing infrastructure items and optimally rearrange/ allocate/ re-allocate the resources in DC, DR or at any other office.	Any major or additional effort required on behalf of the Service Provider to facilitate and carry out necessary activities including vendor co-ordination towards installation, commissioning and successful operationalization of the new/ existing infrastructure items and optimally rearrange/ allocate/ re-allocate the resources in DC, DR or at any other office for any additional infrastructure items viz. Servers, Software, Backup devices, Storage, Network and Security devices, network/ internet bandwidth etc. procured by the Bank will be mutually discussed and will be part of Change Management Process.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
21	Chapter 6.3 Section 6.3 Subpoint 8 [RFP-Page 33]	New Implementation, Reinstallation, Configuration, Administration, Upgrade/ patch /new release deployment, Performance tuning of all the software components (on existing as well as on new hardware) viz. Operating System, Database(s), Middleware Tools, Mailing Solution, Enterprise Backup Solution, Virtualization tools, Antivirus services, Webserver(s), Portal, Application Server(s) etc.	Request Bank to remove "New Implementation" from this clause. Bidder efforts towards any new implementation required for a particular solutions will be part of a Change Management Process and mutually discussed and agreed with the Bank.	No Change.
22	Chapter 6.4 Section 6.4.6 [RFP-Page 44]	Installation, Management including installation/re-installation, patch deployment, maintenance including Coordination with OEM / third party for Bio-metric or any other two-factor authentication system	Bank to clarify that any new implementation, reinstallation, configuration and ongoing management and monitoring of two factor authentication solution that Bank may deploy in the future is not Bidder's responsibility. If Bank needs Bidder support for this solution during implementation and ongoing phase, it has to be part of a Change Management Process.	No Change.
23	Clause 8.1(11) [RFP-Page 95]	Bidder must be ready to accept the extension of the contract for a further period of maximum of 1 year or part thereof on the same terms and conditions, if so desired by SIDBI.	We request that for extended contract, the terms and conditions should be mutually discussed and agreed between the parties.	No Change.
24	Clause 8.1 (16) [RFP-Page95]	The Service provider's selection under this RfP document is on the understanding that this RfP contains only the broad provisions for the entire assignment. The Service provider shall be required	It is clarified that the bidder will make available such resources and render services which have been mutually agreed between the parties.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		to undertake to perform all such tasks, render requisite services and make available such resources on-site as may be required for/incidental to the successful completion of the entire assignment.		
25	Clause 8.7 (14) [RFP-Page 99]	14. The Bidders shall adhere to the terms of this RfP document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided separately with this RfP. The Bank reserves its right to not accept such deviations to the Tender terms, in its sole and absolute discretion, and shall not be obliged to furnish any reason for exercising such right.	Bidder requests that certain deviations to the Contract terms be permitted and the Contract to be signed between Customer and Bidder should be a mutually acceptable agreement. Bidder submits that the response to RFP shall be deemed acceptance of the RFP terms except for such specific sections against which deviations are proposed by Bidder. Kindly confirm acceptance of this intent.	No Change.
26	Clause 8.8.1 (7) [RFP-Page 100]	The bid security (EMD) may be forfeited: a) If a Bidder withdraws its bids during the period of bid validity. b) If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract. c) In case of successful Bidder, if the Bidder fails to accept the LOI / Purchase order or sign the contract or fails to furnish performance guarantee. d) In all the above cases, the bidder would also be	We request that EMD should be forfeited only if bidder withdraws from bid during bid validity period. We further request that condition regarding banning the bidder should be removed.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	<u>Description</u>	Bidder(s) Query	SIDBI's Response
		banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) RFP / Tenders.		
27	Clause 8.8.2 [RFP-Page 101]	<p>In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.</p> <p>Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.</p> <p>If aggregated shortfall in achieving Service Level requirement exceeds 10% in two successive quarters or any three quarters in a financial year, SIDBI will inter-alias, be at liberty to invoke the performance guarantee within the ambit of Section 8.8.2 (5) hereinabove in addition to other remedies available to it under the contract or otherwise.</p> <p><u>8. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the</u></p>	<p>Bidder seeks amendment that PBG be limited to 5% of annual contract value which will be renewed yearly for 5% of that year's annual contract value.</p> <p>Bidder requests that PBG be called upon only in the events of material breach solely attributable to Bidder under of the contract and a written notice of 30 business days to cure such breaches be given by the Customer before claims are made from the PBG. Customer shall invoke the PBG in case Bidder fails to cure the breach within such cure period of 30 business days.</p>	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		<u>opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations.</u> SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.	Underlined Portion: This is not agreed. We request that the same should be deleted.	
28	Clause 8.8.3 [RFP-Page 101]	1. The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the bidder's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage. 2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.	This is not agreeable. Bidder requests that PBG be called upon only in the events of material breach solely attributable to Bidder under of the contract and a written notice of 30 business days to cure such breaches be given by the Customer before claims are made from the PBG. Customer shall invoke the PBG in case Bidder fails to cure the breach within such cure period of 30 business days.	No Change.
29	Clause 8.17 (3) [RFP-Page 101]	Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of	Bidder requests that certain deviations to the Contract terms be permitted and the Contract to be signed between Customer and Bidder	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.	should be a mutually acceptable agreement. Bidder submits that the response to RFP shall be deemed acceptance of the RFP terms except for such specific sections against which deviations are proposed by Bidder. Kindly confirm acceptance of this intent.	
30	Clause 8.3 [RFP-Page 107]	After the transition period, the services will be accepted once all the requisite services deliveries have been commenced and requisite resources as per the agreement has been deployed at respective locations to the satisfaction of SIDBI. Service provider must obtain the signature of acceptance from SIDBI at appropriate time.	Kindly clarify that all acceptance will be based on the acceptance procedures, tests and criteria agreed between the parties in the Final Project Plan. Upon meeting the acceptance criteria, the deliverable will be deemed completed and Bidder will be entitled for associated payment.	Agreed. Payments shall be made as per the payment terms mentioned in the RfP.
31	Clause 8.24(9) [RFP-Page 108]	<u>Time is the essence of this RfP/ Contract to be entered with the Successful Bidder, therefore, the Bidder must strictly adhere to the delivery schedule of the manpower and services identified in their proposal.</u> Failure to do so will be considered as breach of the terms and conditions of the contract.	This is not agreed. We request that the underlined portion should be deleted.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
32	Clause 8.24(11) [RFP-Page 108]	SIDBI reserves the right to stop availing of part of 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.	This is not agreed. SIDBI shall have the right to terminate the contract for material breach only provided a cure period of 30 days is given. SIDBI shall not have the right to terminate for any other reason.	No Change.
33	Clause 8.25 [RFP-Page 109]	<p>1. The selected Bidder, who will be awarded the contract, will hold ownership of its delivery of the services under the contract and be responsible for the services delivered. All the deliverables as per the scope of this RfP will become the property of the Bank.</p> <p>2. SIDBI shall have the sole ownership of and the right to use, all data that may be in possession of the Bidder or its representative in the course of performing the services under the agreement that may be entered into. All documents, report, information, data etc. collected and prepared by Bidder in connection with the scope of work and submitted to SIDBI will be property of the Bank.</p> <p>3. The Bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by SIDBI for carrying out of any services with any third parties. Bidder shall not without the prior written consent of SIDBI be entitled to publish</p>	<p>This is not agreed. Bidder seeks clarification that:</p> <p>1. Ownership in any pre-existing IP and modifications, enhancements and customization to it, will remain with the Owner of the IP.</p> <p>2. Any deliverables and intellectual property developed or created by Bidder during the performance of the Contract will vest in Bidder, unless specifically developed for the Customer and agreed in writing that the IPR and ownership will vest in the Customer.</p> <p>3. Customer will only have the limited license and RTU any Bidder or its third party licensor's IPR that may be embedded in the deliverables and is needed for proper functioning and use of the deliverables or system in its ordinary course of business.</p>	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.	<p>3. Ownership and IPR in any processes, methodologies or techniques, improvements developed by Bidder before or during the provision of the services will remain with Bidder.</p> <p>4. Customer shall grant to Bidder, necessary rights and license to any intellectual property, tool or software belonging to it or its third-party vendors that is necessary for Bidder to perform the services.</p> <p>5. Customer shall use the software and hardware products in accordance with the license terms and restrictions specified by the OEM for the use of such hardware and software products.</p> <p>6. Hardware / product warranty will be passed on as provided by the OEM.</p>	
34	Clause 8.27(4) [RFP-Page 111]	All the warranties, if any, held by or in the name of the Bidder shall be assigned or transferred "As Is" in the name of the Bank. The Bidder shall execute any and all such documents as may be necessary in this regard. The Parties shall return confidential information and will sign-off and acknowledge the return of such confidential information. 5. Bidder will have to provide all other Services as may be agreed by the Parties in connection with the Reverse Transition Services. However, in case	<p>Bidder submits that warranties related to any third-party software and hardware will be as per the warranty terms of the original OEM. Any exclusions to such warranty will be applicable to Customer and if any work is done by the Bidder for services which are excluded from warranty, they will be additionally charged to Customer.</p> <p>Bidder will rectify any defects free of costs, provided the defects are not due to reasons</p>	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		any other services, in addition to the above are needed, the same shall be scoped & priced based on Bidder's then applicable time and materials rates. 6. The Bidder recognizes that considering the enormity of the Assignment, the Transition Services listed herein are only indicative in nature and the Bidder agrees to provide all assistance and services required for fully and effectively transitioning the Services provided by the Bidder under this Tender and subsequent Agreement, upon termination or expiration thereof, for any reason whatsoever.	attributable to the Customer, e.g., if the system is not used in a manner and for purpose as agreed the agreement, it is combined with other system, if there are any unauthorized modifications, if there is any productive use of the system before the go-live period.	
35	Clause 8.28	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.	Bidder submits that such step-in rights should be deleted. Customer has other contractual remedies available under the contract for failure of the bidder to render services.	No Change.
36	Clause 8.29 [RFP-Page 113]	In no event services will be withheld and / or terminated by SP in case of delay / non-payment of	Bidder seeks a right to terminate the contract for material breach by the Customer, in the	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		any dues payable to the service provider on account of any issues pending for resolution. Such issues will be resolved as per the provision available in RfP. 7. Payment in case of Termination of contract – In case the contract is terminated payment towards services will be made on pro-rata basis, for the period services have been delivered, after deducting applicable liquidity damages, TDS/other taxes and adjusting other pending charges, if any.	event the Customer does not cure the material breach in 30 days of receipt of notice of breach from the bidder. Kindly include this provision in the Contract.	
37	Clause 8.29 [RFP-Page 113]	The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.	We request that Bank shall not have any right to withhold payments due to the bidder.	No Change.
38	Clause 8.38 [RFP-Page 116]	Violation of NDA will lead to legal action against the vendors for breach of trust, forfeiture of PBG and blacklisting.	We request that the Customer shall not have the right to blacklist the vendor.	No Change.
39	Clause 8.39 [RFP-Page 116]	The contract shall commence on the effective date and continue for a period of five years thereafter. If so desired by SIDBI, contract may be extended for a maximum period of 01 year or part thereof on the same terms and conditions.	Any extension of the contract shall be on mutually agreed terms and conditions.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
40	Clause 8.39 [RFP-Page 116]	Bank may, without prejudice to any other remedy for breach of contract, by giving written notice of 30 days to the bidder, terminate the contract in whole or part on occurrence of any or part of the following events: a. If the bidder fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the Bank pursuant to conditions of contract; b. The Selected bidder breaches its obligations under the scope document or the subsequent agreement; c. Serious discrepancy in the quality of services i.e. if aggregate shortfall in achieving Service Level requirement exceeds 10% in two successive quarters or any three quarters in a financial year, during the contract period.	Bidder requests that this right be available only in case of material breach by the Bidder. Customer may terminate the Contract, provided the Customer has given a cure period of 30 days, and the Bidder has not rectified the breach within the cure period.	No Change.
41	Clause 8.39 [RFP-Page 116]	Notwithstanding the provisions of the Contract and/or the Bid Documents, the Bank at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 90 days' notice sent to the bidder, may terminate the Contract, in whole or in part, at any time during the contract period. The notice of termination shall specify the brief reason for such termination, the extent to which performance of the Bidder under and in accordance with the	Bidder requests that the customer shall not have the right to terminate the contract for convenience.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		Contract is terminated, and the date upon which such termination becomes effective.		
42	Clause 8.39 [RFP-Page 117]	The Selected bidder shall have right to terminate only in the event of winding up of the Bank.	Bidder seeks a right to terminate the contract for material breach by the Customer, in the event the Customer does not cure the material breach in 30 days of receipt of notice of breach from the bidder. Kindly include this provision in the Contract.	No Change.
43	Clause 8.40 [RFP-Page 117]	In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow the Bank or its designated 3rd party Vendor to take over the obligations from the service provider in relation to the execution/ continued execution of the scope of the Contract.	Bidder agrees provided: 1. Scope of the exit assistance activities will be pre-determined by the parties upon mutual agreement under an exit plan. 2. Bidder will charge an additional exit assistance charges for providing exit assistance services.	No Change.
44	Clause 8.41 [RFP-Page 117]	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	Bidder submits that Indemnification obligation be limited to third party claims for IPR infringement only. Customer has other remedies available under the contract to	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		<p>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/ resource/ 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.</p> <p>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</p>	<p>recover all losses and damages due to defaults, delays and breaches caused by Bidder and its subcontractors'. Bidder requests that this requirement be deleted.</p>	



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		arising therefrom and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.		
45	Clause 8.46 [RFP-Page 121]	<p>The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, 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> <p>a. Bank's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/ or any subsequent agreement; and/ or</p> <p>b. An act or omission of the Bidder, employees, agents, subcontractors in the performance of the obligations of the Bidder under this RfP document or any subsequent agreement; and/or</p> <p>c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or</p> <p>d. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent to this RfP or breach of any representation or false representation or</p>	<p>Bidder submits that Indemnification obligation be limited to third party claims for IPR infringement only. Customer has other remedies available under the contract to recover all losses and damages due to defaults, delays and breaches caused by Bidder and its subcontractors'. Bidder requests that this requirement be deleted.</p>	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		<p>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>e. Negligence or wilful misconduct, fraudulence activities or gross misconduct attributable to the Bidder or its employees or sub-contractors. Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder.</p>		
46	Clause 8.47 [RFP-Page 122]	<p>The maximum aggregate liability of Service Provider, subject to clause 8.47.3, in respect of any claims, losses, costs or damages arising out of or in connection with this RfP/subsequent contract shall not exceed the total contract value/TCO.</p> <p>8.47.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.</p>	<p>Bidder requests that the total cumulative liability of the Bidder be limited to the amount paid and payable by Customer in the last 12 months, before the event that gave rise to the liability occurs.</p> <p>Further it is proposed that bidder shall not be liable for incidental, special, punitive, / consequential or indirect damages, loss of profit, loss of saving, loss of revenues, loss of good will, loss of market value or lost productivity.</p>	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
47	Clause 8.48 [RFP-Page 123]	The selected bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected bidder's employees, agents, contractors, subcontractors etc.	Bidder submits that Indemnification obligation be limited to third party claims for IPR infringement only. Customer has other remedies available under the contract to recover all losses and damages due to defaults, delays and breaches caused by Bidder and its subcontractors'. Bidder requests that this requirement be deleted.	No Change.
48	Clause 8.60 [RFP-Page 132]	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 fulfil the scope of this project.	Bidder agrees provided that such claims are by third parties for infringement of their intellectual property rights arising out of use of the software provided by the Bidder only and, provided and to the extent such infringement does not result from any act or omission of Customer or third parties authorized by Customer.	No Change.
49	Annexure IX - Letter of Conformity	We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the bank, provided however that only the list of deviations furnished by us in Annexure-VI of the main RfP document which are	Bidder requests that certain deviations to the Contract terms be permitted and the Contract to be signed between Customer and Bidder should be a mutually acceptable agreement. Bidder submits that the response to RFP shall be deemed acceptance of the RFP terms except for such specific sections against which	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document.	deviations are proposed by Bidder. Kindly confirm acceptance of this intent.	
50	Annexure XVI - Pre-contract integrity pact	The BIDDER undertakes that it has not supplied/ is not supplying similar products / systems or subsystems or providing similar services at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied or similar services provided by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded	Bidder proposes deletion of this requirement as the circumstances under which services are provided to customers are rarely same and vary depending on many factors. Bidder may be in a position to guarantee this, only if all circumstances and factors for provision of services including, requirements of the customer, type of services, scope of services, contract T&Cs, contract period are exactly same and the customer's body constitution, business and industry is substantially the same.	No Change.
51		Acceptance Criteria	Deliverables will be accepted by the Customer when the acceptance criteria and acceptance procedure, if any, specified in the Contract, have been met, or when the Customer uses the deliverables in a production environment, whichever occurs first. If Customer fails to complete acceptance testing within the period specified in the acceptance procedure or	Please refer RfP section 3.9 - Acceptance of Selection Process.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
			where no acceptance criteria or procedure are specified in the Contract, deliverables will be deemed accepted upon the date of delivery to the Customer.	
52	Clause 8.29 [RFP-Page 111]	<p>1. All the Managed services including DC/DR, application support etc. - 100% of the payable for each quarter will be paid in the subsequent quarter. The service provider will submit invoices at the end of the quarter. The Bank will make the payment within 30 days subject to submission of invoices along with all supporting documents / reports viz. monthly SLA data, attendance record etc. towards delivery of services.</p> <p>2. AMC- Quarterly in arrears</p> <p>The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder.</p>	<p>1. All the Managed services including DC/DR, application support etc. -100% of the payable for each quarter will be paid at the beginning of the respective quarter.</p> <p>2. All the AMC/ ATS charges of Licenses shall be payable to Service provider on annually advance basis.</p> <p>Bidder request that the payments should be made within 30 days from the Bidder's invoice date.</p> <p>Bidder requests deletion of right to withhold clause, as bank has other remedies like SLA penalties & LD's incase of delays on part of bidder.</p>	No Change.
53	Clause 8.31 [RFP-Page 113]	<p>2. Delay in commencement of the services w.e.f. the date as mentioned in Section 8.24, will attract liquidity damages @1% of the cost of respective services, severally and cumulatively and not exclusive of each other, for every week's delay subject to maximum of 10% of the cost of each of such services being delivered.</p>	<p>Bidder requests delay in commencement of the services w.e.f. the date as mentioned in Section 8.24, will attract liquidity damages @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 5% of the cost of each of such services being delivered.</p>	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
54	Clause 8 [RFP-Page 93]	8.1 General 11. Bidder must be ready to accept the extension of the contract for a further period of maximum of 1 year or part thereof on the same terms and conditions, if so desired by SIDBI.	Bidder requests any extension of the contract to be discussed on mutually agreed terms and conditions.	No Change.
55	Clause 7.6 [RFP-Page 89]	7.6.6 Liquidity damages Calculation 6. However, the aggregate penalties that may be levied in a month towards the aforesaid managed services shall be limited to 10% of the monthly cost of the Managed Services. 7.6.7 AMC Services 5. Liquidity damages towards AMC will be limited to the maximum 10% of the quarterly amount payable towards AMC services. This will be in addition to the liquidity damages charges levied for services mentioned in section of 'Managed Services' above.	Bidder requests that the aggregate penalties that may be levied in a month towards the managed services shall be limited to 5% of the monthly cost of the Managed Services. Bidder requests Liquidity damages towards AMC will be limited to the maximum 5% of the quarterly amount payable towards AMC services.	No Change.
56	Clause 8.39.3 [RFP-Page 117]	Notwithstanding the provisions of the Contract and/or the Bid Documents, the Bank at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 90 days' notice sent to the bidder, may terminate the Contract, in whole or in part, at any time during the contract period. The notice of termination shall specify the brief reason for such termination, the extent to which performance of	In the event, the bank wishes to exercise its termination for convenience provision, bidder requests to be paid for all services rendered till date and for the hardware, software, AMC/ ATIS delivered till the date of termination along with a mutually agreed shut down fees. Bidder also requests that in case of non-payment of invoice by customer as per the	No Change. Payment for the services delivered shall be made as per the provisions in the RfP.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.	agreed payment terms, Bidder has the right to terminate/suspension the contract after giving 30 days' notice.	
57	Clause 8.8.2 [RFP-Page 100]	<p>1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to 10% of the total contract value from a scheduled commercial Bank. The performance guarantee will be valid till at least three months beyond the expiry of the contract period and with an invocation period of 03 months beyond the BG validity date. The performance security is to be submitted within ONE month from the date of award of contract as per the format provided by Bank.</p> <p>2. In the event of non-performance of obligation or failure to meet terms of this RfP/ Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.</p>	<p>Bidder requests Contract Performance Guarantee (CPG) to be 10% Annual Contract Price and renewed annually for 10% of respective years contract price.</p> <p>Bidder requests CPG to be only invoked in case of material breach and that a cure period of 60 days be provided.</p>	No Change.
58	9. Minimum Eligibility Criteria	Criteria: The bidder should have minimum average annual turnover of INR 200 Crore during any two of the last three financial years ending March	Kindly amend the clause as; Criteria:	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	<u>Description</u>	Bidder(s) Query	SIDBI's Response
	<p>➤ Financials Sr. No. 5 Page 134</p>	<p>2020, out of Indian Operations. Note - In case of MSE bidders, the turnover criteria may be relaxed by 15% subject to meeting the quality and technical specifications as per RFP. Supporting Documents Required: a. Copy of Auditor certificate for the financial years 2017-18, 2018-19 and 2019-20. b. Copies of last three years' balance sheet. c. Copies of last three years' Profit & Loss Statement.</p>	<p>The bidder should have minimum average annual turnover of INR 150 Crore during any two of the last three financial years ending March 2020, out of Indian Operations. Note - In case of MSE bidders, the turnover criteria may be relaxed by 15% subject to meeting the quality and technical specifications as per RFP. Supporting Documents Required: a. Copy of Auditor certificate for the financial years 2017-18, 2018-19 and 2019-20. b. Copies of last three years' balance sheet. c. Copies of last three years' Profit & Loss Statement.</p>	
59	<p>9. Minimum Eligibility Criteria ➤ Experience Sr. No. 7 Page 135</p>	<p>Criteria: The respondent must have experience of on-site IT infrastructure management, similar to scope of this RfP, in All India Public Financial Institutions or Scheduled Commercial Banks / PSUs / Govt. Organizations having at least 50 branches spread across multiple states/regions in India, during last 03 years as on December 31, 2020, where the bidder has set up facilities for centralized management of IT infrastructure at the customer's premises. Supporting Documents Required: a. Relevant credential letters supporting the claim from the respective organization</p>	<p>Kindly amend the clause as; Criteria: The respondent must have experience of on-site or Remotely IT infrastructure management, in All India Public Financial Institutions or Scheduled Commercial Banks or Co-operative Banks / PSUs / Govt. Organizations having at least 50 branches spread in India, during last 03 years as on December 31, 2020, where the bidder has set up facilities for centralized management of IT infrastructure at the customer's premises.</p>	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		submitted along with contact details of the organization. b. Copy of Work order / agreement along with completion certificate for completed projects.	Supporting Documents Required: a. Relevant credential letters supporting the claim from the respective organization/ Self Declaration submitted along with contact details of the organization. b. Copy of Work order/ agreement/ completion certificate for completed projects.	
60	9. Minimum Eligibility Criteria ➤ Experience Sr. No 135	Criteria: The bidder should have at least following number of customer reference for All India Public Financial Institutions or Scheduled Commercial Banks / PSUs / Govt. Organizations, for projects of similar in nature as to the scope of this RfP: a. 01 Project of order value of 30 crore or more. OR b. 02 Projects each of order value of 20 crore or more. OR c. 03 Projects each of order value of 15 crore or more. Supporting Documents Required: Copy of purchase order / agreement signed between the parties and bidder	Kindly amend the clause as; 1. Criteria: The bidder should have at least following number of customer reference for All India Public Financial Institutions or Scheduled Commercial Banks or Co-operative Banks/ PSUs / Govt. Organizations, for projects of similar in nature as to the scope of this RFP or Remotely Infrastructure Managed Services: a. 01 Project of order value of 30 crore or more. OR b. 02 Projects each of order value of 20 crore or more. OR c. 03 Projects each of order value of 15 crore or more. Supporting Documents Required: Copy of purchase order / agreement signed between the parties and bidder.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
			<p><i>Or</i> Kindly amend the clause as; 2. Criteria: The bidder should have at least following number of customer reference for All India Public Financial Institutions or Scheduled Commercial Banks or Co-operative Banks/ PSUs / Govt. Organizations, for projects of similar in nature as to the scope of this RFP: a. 01 Project of order value of 10 crore or more. OR b. 02 Projects each of order value of 1.2 crore or more. OR c. 03 Projects each of order value of 1 crore or more. Supporting Documents Required: Copy of purchase order / agreement signed between the parties and bidder</p>	
61	10.2.2.2 B. Technical Experience (DC- DR Operations) A. Technical Experience (DC DR Operations) 1 DC / DR	<p>Criteria: Experience in below mentioned domains for providing services in All India Public Financial Institutions or Scheduled Commercial Banks /PSUs / Govt. Organizations having at least 50 branches spread across multiple states/ regions in India.</p> <ul style="list-style-type: none"> Database management 	<p>Kindly amend the clause as; Criteria: Experience in below mentioned domains for providing services in All India Public Financial Institutions or Scheduled Commercial Banks or Co-operative Banks / PSUs / Govt. Organizations having at least 50 branches spread in India.</p>	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	<u>Description</u>	Bidder(s) Query	SIDBI's Response
	Management - Banking References Page 140	<ul style="list-style-type: none"> • Server administration (Windows, Linux, Unix) • Mail management • SAN Administration • Enterprise Backup Management • Security management • Management of DR Site <p>Documents to be submitted:</p> <ul style="list-style-type: none"> • Copy of Work order /agreement along with completion certificate for completed projects. • Relevant credential letters Supporting the claim from the respective organization submitted along with contact details of the organization. 	<ul style="list-style-type: none"> • Database management • Server administration (Windows, Linux, Unix) • Mail management • SAN Administration • Enterprise Backup Management • Security management • Management of DR Site <p>Documents to be submitted:</p> <ul style="list-style-type: none"> • Copy of Work order /agreement along with completion certificate for completed projects. • Relevant credential letters Supporting the claim from the respective organization/Self Declaration submitted along with contact details of the organization. 	
62	10.2.2.3 B. Technical A. Experience (Application Support Services) 1 Application Support Management - Banking References Page 141	<p>Criteria: Number of applications supported for any All India Public Financial Institutions or Scheduled Commercial Banks / PSUs / Govt. Organizations each having at least 50 offices across India.</p> <p>Documents to be submitted:</p> <ul style="list-style-type: none"> • Copy of Work order /agreement along with completion certificate for completed projects. • Relevant credential letters Supporting the claim from the respective organization submitted along 	<p>Kindly clarify on the marking scheme for this clause: As per our understanding any of the following combination can be considered,</p> <p>1. For 2 Clients of supporting CBS Applications, Bidder will get Max 80 Marks</p> <p>or</p> <p>2. For 1 Clients of supporting CBS Applications, Bidder will get 40 Marks and 2 Clients for</p>	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		with contact details of the organization. For each CBS application : 40 For each non-CBS application in Banking domain e.g. Loan Management System, Credit Rating Module etc. : 20 Any application not covered above : 0 Maximum Marks: 80	supporting Non CBS Applications, Bidder will get 40 Marks and Max 80 Marks can be achieved. or 3. For 4 Clients of supporting Non- CBS Applications, Bidder will get Max 80 Marks.	
63	Outsourcing of End-user Computing Device Management – FM Support Page 30	SIDBI has outsourced Facility Management of end user computing devices. The project scope cover outsourcing of FM Services of end user computing devices (i.e. Desktop Computer/PC, Laptop, Printer, Scanner, Switches, VC Equipment, UPS, Projectors, external HDD, CD-Writer, Finger Print device, iPad, Tablet & other IT smart devices), AMC and VC management services at all SIDBI locations.	1) Kindly confirm bidder need to provide the AMC for end user computing devices. 2) Kindly share the details of end point computing devices (eg. details like Quantity, Make and Model, with serial number). Which helps bidder calculate the life of hardware and AMC price for individual items.	AMC of end user computing devices is not in the scope of this RfP. However, list of hardware items under the scope of this RfP is given in Appendix -VIII Details of Hardware for AMC Services
64			Kindly confirm current scope of work of the RFP includes end user computing devices management	Management of ends user computing devices in not in the scope of this RfP. However, for the responsibilities of the bidders in this regard, please refer RfP section 5.4.3 Outsourcing of End-user Computing Device Management–FM Support.
65	6.1 Objective Page 31	Carry-out effective IT infrastructure, Applications support and tools management as per the detailed scope defined in this RfP document.	Kindly confirm current scope of work of the RFP includes Application support also	Yes. Please refer RfP section 6.5.1 Application Support Services.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
66	6.4.5 Data Centre & DR Site Operations Management Page 42	Bank has also taken certain number of seats at both the DC and DR for seating of resources on-site.	Kindly specify number seat available at each DC.	Currently, 04 seats at DC and 02 seats at DR Site.
67	6.7 Service Window Page 76	6.7 Service Window	Kindly confirm there will be no resources is working for providing service on 24 X 7 basis.	In case of any critical requirements or breakdowns or any other emergent situation, bidder is required to extend support beyond prescribed service windows without any additional cost to the Bank. In addition, please see the following para at page 85 of RfP section 6.8.3: "In addition to the service window indicated as against each service vertical, depending on the bank's requirements the services may be occasionally required on bank holidays/ Sundays/ Gazetted Holidays and beyond the specified service window. Provision must be built by the bidder to provide these occasional services without any additional cost."
68	02 Appendices: Appendix II to Appendix XI	Appendix II to Appendix XI	Bidder understand that bidder need to provide the AMC for only appendix XIII. And no AMC for the appendix II to XI.	AMC is to be provided for the hardware items as mentioned in



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
	Page 5			Appendix VIII – Details of Hardware for AMC Services.
69	02 Appendices: 8. Appendix VIII – Details of Hardware for AMC Services page 24	8. Appendix VIII – Details of Hardware for AMC Services	Kindly share the year of purchase of each line item in " 8. Appendix VIII "	Hardware items for which the AMC is being sought are 5+ years old. However, the same shall be replaced/ refreshed in due course.
70	6.3 Scope at a Glance Page 33	New Implementation, Reinstallation, Configuration, Administration, Upgrade /patch /new release deployment, Performance tuning of all the software components (on existing as well as on new hardware) viz. Operating System, Database(s), Middleware Tools, Mailing Solution, Enterprise Backup Solution, Virtualization tools, Antivirus services, Webserver(s), Portal, Application Server(s) etc.	Request for change - Re-installation, Configuration, Administration, Upgrade/ patch/ new release deployment, Performance tuning of all the software components (on existing hardware only) viz. Operating System, Database(s), Middleware Tools, Mailing Solution, Enterprise Backup Solution, Virtualization tools, Antivirus services, Webserver(s), Portal, Application Server(s) etc.	No Change.
71	6.3 Scope at a Glance Page 33	New Implementation, Reinstallation, Configuration, Administration, Upgrade /patch /new release deployment, Performance tuning of all the software components (on existing as well as on new hardware) viz. Operating System, Database(s), Middleware Tools, Mailing Solution, Enterprise Backup Solution, Virtualization tools, Antivirus services, Webserver(s), Portal, Application Server(s) etc.	Request to Confirm - New Installation means this is only pertaining to existing IT Hardware Infrastructure which is mentioned in the RFP or this will include any new purchase of Hardware infrastructure after PO, If this include any new IT Hardware Infrastructure purchased - Kindly provide the new hardware IT Infrastructure IT Landscape details.	New Installation is inclusive of new IT Hardware Infrastructure purchased during the project tenure. Though the installation of the any new h/w infrastructure shall be the responsibility of the respective vendor, bidder shall be responsible for facilitating the vendor for smooth installation and operationalisation of the new h/w infrastructure.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
72	6.4.4.5 Miscellaneous services Page 42	In the event of shifting/ collocation of Data Center and/or DR Site by SIDBI, the service provider would be required to relocate existing resource or deploy additional resources at the new site as per the requirements. Service provider will also be required to ensure de-installation of all the hardware, supervise packing/ transportation and installation/ commissioning of equipment at new location. No extra cost will be borne by SIDBI for the same. However, packing and transportation will be arranged by SIDBI separately.	Request for information - Approximately how many times the DC migration activity will be conduct as per RFP Contract Period, Provide the details of IT Asset for DC Migration activity.	During DC shifting, entire DC assets will be required to be migrated. This activity may take place once during the project tenure.
73	6.4.6 Server Administration/ Management Page 43	Installation /Upgrade / re-installation of the server operating systems and operating system utilities on existing or new servers. In case of servers with OEM/ 3rd party vendor support, service provider shall co-ordinate with respective OEM/ 3rd party vendor for the performance of such activities	Request to modify the clause - Installation /Upgrade / re-installation of the server operating systems and operating system utilities on existing servers. In case of servers with OEM support, service provider shall co-ordinate with respective OEM for the performance of such activities	No Change.
74	6.4.6 Server Administration/ Management Page 43	Installation /Upgrade / re-installation of the server operating systems and operating system utilities on existing or new servers. In case of servers with OEM/ 3rd party vendor support, service provider shall co-ordinate with respective OEM/ 3rd party vendor for the performance of such activities	Request for Information - How many new server will be purchased in the RFP contract period, Kindly provide the Make, Model, BOM, Qty and IT Landscape details of all the new server's purchased in the contract period	New IT hardware is procured based on the Banks business requirements. No pre-defined roadmap exists for hardware procurement.
75	6.4.7 Database Administration (DBA) Services Page 45	Service Provider will provide Database administration services including performance monitoring, performance tuning/ optimization, predictive maintenance of table spaces, log files etc. as also administrative support for user	Request for Information - In the Appendix sheet, the database license details is not provided, kindly provide the exact details of database instance quantity, version, make,	ATS / AMC renewal for software products is not under the scope of current project. Please refer RfP Sections 6.4.7 "Database Administration (DBA) Services" and



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support	model details. Database detailed Landscape details.	5.2 "IT Infrastructure" for further details for requested details.
76	6.4.7 Database Administration (DBA) Services, Page 46	4. Performance monitoring and tuning of the databases on regular basis including, preventive maintenance of the databases	Provide the detail of license and IT landscape details for the same.	Please refer RfP Sections 6.4.7 "Database Administration (DBA) Services" and 5.2 "IT Infrastructure" for further details for requested details.
77	6.4.7 Database Administration (DBA) Services, Page 46	5. Management of database upgrade or patch upgrade as and when required with minimal downtime	Provide the detail of license and IT landscape details for the same.	Please refer RfP Sections 6.4.7 "Database Administration (DBA) Services" and 5.2 "IT Infrastructure" for further details for requested details.
78	6.4.7 Database Administration (DBA) Services Page 46	6. Regular backups for all databases in accordance with the backup and archive policies of the bank. Also conduct recovery/ restoration whenever required with appropriate permissions.	Provide the details of Backup Solution, Backup License/software, make, model, name, version details, License qty details, Backup IT Landscape details for the same	ATS / AMC renewal for software products is not under the scope of current project. Please refer RfP Section 6.4.15 "Back Up / Restore Management" for requested details and 5.2 "IT Infrastructure" for further details for requested details.
79	6.4.7 Database Administration (DBA) Services Page 46	7. The DBA services shall be required for all the existing and new, production, development or test database, created during the contract period at Data Center and DR Site.	Request for information - How many new Database license purchase needs to factor, kindly provide database landscape details and how many instance, name, version, qty details.	Procurement / ATS / AMC renewal for software products is not under the scope of current project.
80	6.4.7 Database Administration (DBA) Services Page 46	8. Installation / re-installation, configuration of Oracle software (or any other Database software) on Windows, HP Unix, Linux or on any other platform deployed by SIDBI during the contract period.	Request for information - Any other database meaning? - Kindly provide the details of Database, Make, Model, Name, Version, Quantity,	Please refer RfP Section 6.4.7 "Database Administration (DBA) Services" for requested details.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
81	6.4.7 Database Administration (DBA) Services Page 46	10. Upgradation of Oracle (or any other Database software) database versions, patches etc. as decided by SIDBI.	Request for information - Any other database meaning? - Kindly provide the details of Database, Make, Model, Name, Version, Quantity,	Please refer RfP Section 6.4.7 " <u>Database Administration (DBA) Services</u> " for requested details.
82	6.4.7 Database Administration (DBA) Services Page 46	24. Synchronization of database at DR site (Standby Database) with that of production database as per prevalent DR Policy of SIDBI.	Request for Information - Provide the details of which Replication solution is being used by the SIDBI, kindly provide the details of software, license, version details. (Ex - Replication on Database - ODG, Storage based replication or any other replication methodology)	Databases are synchronized by sending and applying the archive logs using Oracle Data-guard. Please refer RfP Section 6.4.21 " <u>Disaster Recovery (DR) Site Management services</u> " for requested details.
83	6.4.7 Database Administration (DBA) Services Page 47	25. Maintaining Oracle 11g and higher (as and when upgraded) databases with RAC and ASM in high availability.	How many High Availability instance or physical server existed at DC & DR, Provide applications/ database and physical server, IT Landscape details. Please provide information on OEM warranty/ support matrix, confirm when the OEM warranty/ support is going to end.	ATS / AMC renewal for software products is not under the scope of current project as the same is renewed by the Bank on annual basis. Please refer RfP Section 6.4.7 " <u>Database Administration (DBA) Services</u> " for requested details.
84	6.4.7 Database Administration (DBA) Services Page 47	26. Management of RAC with Cluster Manager, instance monitoring/tuning, instance failover and recovery as well as cluster interconnects.	How many High Availability instance or physical server existed at DC & DR, Provide database, server, IT Landscape details, Please provide information on OEM warranty/support matrix, confirm when the OEM warranty/support is going to end.	ATS / AMC renewal for software products is not under the scope of current project as the same is renewed by the Bank on annual basis. Please refer RfP Section 6.4.7 " <u>Database Administration (DBA) Services</u> " for requested details.
85	6.4.8 Server Virtualization Services Page 47	Installation/ re-installation, Configuration, management of Server Virtualization software	Request for Information - How many VM Instances, Is there any Virtualization level data Replication running in the current set-up, If yes- Provide information on what type data is	Currently, Virtualization level data Replication has not been implemented. Please refer RfP



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
			replicating. Data size, Applications, database OS details required to work on the man efforts.	Section 6.4.8 "Server Virtualization Services" for requested details.
86	6.4.9 Citrix Administration Services	Installation/ re-installation/ upgradation and Configuration of Citrix servers as per SIDBI guidelines including OS installation.	Request for Information - How many VM Instances, Is there any Virtualization level data Replication running in the current set-up, If yes- Provide information on what type data is replicating. Data size, Applications, database OS details required to work on the man efforts.	Currently, Virtualization level data Replication has not been implemented. Please refer RfP Section 6.4.8 "Server Virtualization Services" for requested details.
87	6.4.15 Back Up / Restore Management Page 57	SIDBI has deployed Veritas NetBackup Enterprise Server, Enterprise Backup Solution (EBS) to take care of the data backup requirements of the infrastructure (Servers, Applications, databases, Network and Security Devices, mailing solutions etc.) deployed in its Data Center and DR Site	Request for Information - Kindly provide the Backup Architecture Diagram, Backup IT Landscape details. Is there any backup level replication running in the existing set-up, bidder to consider and manage the same, please confirm	Currently, "Veritas Volume Replicator" (VVR) is being used as data-replication software for selected applications. The same is required to be managed by the selected bidder. Please refer RfP Section 6.4.15 "Back Up / Restore Management" for requested details.
88	6.4.15 Back Up / Restore Management Page 57	SIDBI has deployed Veritas NetBackup Enterprise Server, Enterprise Backup Solution (EBS) to take care of the data backup requirements of the infrastructure (Servers, Applications, databases, Network and Security Devices, mailing solutions etc.) deployed in its Data Center and DR Site	Request for Information - What is the Backup policy, Backup Methodology in maintained in the existing environment or what needs to consider in the proposed managed services support requirements	Exact details / SOP / Polices will be shared with the selected bidder. Tape data migrations Please refer RfP Section 6.4.15 "Back Up / Restore Management" for requested details.
89	6.4.15 Back Up / Restore Management Page 58	12. Tape/ LTO library management – loading and unloading tapes, etc	Request for Information - How many backup tape library, how many tapes, Tapes Types. Any tape data migration activity to factored between older generation of tapes to newer generation of tapes.	Please refer Appendix -II & Appendix -II for List of Hardware at DC & DR. Tape data migration is not in the scope of current project. Please refer RfP Section 6.4.15 "Back Up / Restore Management" for requested details.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
90	6.4.16 Storage Administration and Management Page 59	Installation and configuration of the storage system at Data Center and DR Site.	Request for Information - Is there any storage-based replication maintained in the existing IT Environment - If yes, provide information on RTO/RPO, Replication software name, storage BOM, Make Model, Qty details	Currently, "Veritas Volume Replicator" (VVR) is being used as data-replication software for selected applications. The same is required to be managed by the selected bidder. Please refer RfP Section "6.4.16 Storage Administration and Management".
91	6.1 Objective Page 31	Higher availability of systems and data - 24x7x365	Request for Information - How many shifts for entire Hardware Infrastructure is to factor, is it 24X7X365 for 3 shifts or 9X5 1 shifts or 16X5 2 shifts to factored the man efforts, kindly confirm	Please refer RFP Section 6.7 "Service Window" to be followed by the Service Provider. However, in case of any critical requirements or breakdowns or any other emergent situation, bidder is required to extend support beyond prescribed service windows without any additional cost to the Bank. In addition, please see the following para at page 85 of RfP section 6.8.3: "In addition to the service window indicated as against each service vertical, depending on the bank's requirements the services may be occasionally required on bank holidays/ Sundays/ Gazetted Holidays and beyond the specified service window. Provision must be built by the bidder to provide these occasional services without any additional cost."



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
92	2 Appendix II – List of Hardware at Data Center, Page 5	2. Appendix II – List of Hardware at Data Center,	The provided information Appendix is high level IT Hardware Infrastructure, kindly provide the details low level IT Infrastructure Landscape at DC & DR, which will helpful for bidder to factor the man efforts appropriately.	Detailed informed about low level IT Infrastructure Landscape at DC & DR will be shared with the selected bidder. Please refer RfP Section 5.2 "IT Infrastructure" for further details.
93	2 Appendix II – List of Hardware at Data Center, Page 5	2. Appendix II – List of Hardware at Data Center,	IT Hardware, Database, OS, Virtualization, Backup, Storage detailed IT Landscape is not provided in the Appendix, kindly provide low level details IT Landscape of DC & DR	Detailed informed about low level IT Infrastructure Landscape at DC & DR will be shared with the selected bidder. Please refer RfP Section 5.2 "IT Infrastructure" for further details.
94		General Query	Kindly provide the detailed low level BOM, Configuration information on the Number of Servers/ Server -OS/ Storage/ Backup/ Database/ Middleware with OEM Warranty/ OEM Support Details/ Warranty end of life details.	All Hardware is under warranty/ AMC support with respective OEMs or 3 rd party service provider(s). Exact details will be shared with the selected bidder. Please refer RfP Section 5.2 "IT Infrastructure" for further details.
95		General Query	What is the current warranty status of your IT assets / OEM Warranty / OEM Support Details/Warranty end of life details.	All Hardware is under warranty/ AMC support with respective OEMs or 3 rd party service provider(s). Exact details will be shared with the selected bidder. Please refer RfP Section 5.2 "IT Infrastructure" for further details.
96		General Query	How many times in the past one year you faced problems of non-availability of Servers / Desktops / Storage / OS / Backup / Database/IT Hardware which affected your regular business.	None.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
97		General Query	What is the DC & DR Replication method is maintained in the current environment, Provide data replication architecture diagram, RPO & RTO for all the applications, database	Oracle Data Guard is being used for Database replication & "Veritas Volume Replicator" (VVR) is being used as data-replication software for selected applications. Exact details will be shared with the selected bidder.
98		General Query	Hope all the telephone / internet connectivity would be provided by SIDBI for the deployed resources at Mumbai, Chennai and Lucknow. Pls clarify	Workstations, internet access, telephone etc. shall be provided by SIDBI at respective locations. Other responsibilities of the Bank for each of the service areas have been mentioned in the RfP.
99	6.4.13 Mail Management Page 54	Assist Facility management team in Installation, Configuration of Outlook Clients on end user devices viz. PC, laptop, Mobile, Tablets etc.	pls provide the count of these end user devices.	Facility management Service (FMS) vendor is primarily responsible for End user device management. Currently 1400+ device are being used in SIDBI for End user computing.
100	6.4.4.2 Asset/ Inventory Management Page 40	Track Installation of all IT equipment at DC and DR including servers, Routers switches, IDS, Firewall, Backup devices and any other IT Equipment	Hope DC/ DR support is being provided by the Cloud service provider? Pls clarify that we don't need to provide any resource for Hands and feet support at DC/ DR?	DC/ DR support is in the scope of current project including hands and feet support. Please refer RfP section 5.2.1 Datacentre (DC) & Disaster Recovery (DR) Site.
101	6.7 Service Window Page 76	EOD Support	Need mor clarity on EOD support.	Please refer RfP section 6.5.1 Application Support Services
102	6.4.4 Service / Help Desk Page 38	Provide an adequate level of system authority for all Hardware, Software and resources for which Service Provider has problem resolution responsibility and communications access (such as	is the scope of monitoring the MPLS/ internet links lies in the scope of RFP? If yes, how many links are to be monitored?	Monitoring the MPLS links is not in the scope of current project. However, in case of any connectivity issues the bidder engineer to coordinate with on-site engineers



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		physical links, modem connections, and analog lines).		monitoring the MPLS links for local troubleshooting. Further, monitoring of Internet links, third party WAN links used by bank for SWIFT, NDS etc., are to be monitored and managed by the bidder.
103	6.4.4.1 Service Level Agreement (SLA) management Page 39	The Service Desk should include/ map the prescribed SLAs for respective services so that the SLA monitoring can be done using the HP Service Manager tool.	Hope existing HP tool can be used for monitoring purpose?	Yes
104	DC/DR Managed Services	Generic Query	Please help us with the call dump for at least 6 months ticket data for our analysis and environment understanding.	While the call dump cannot be provided as the same being confidential in nature, summary of support call has been provided in the RfP.
105	DC/DR Managed Services Page 19	Operating system and Virtualization	Please share OS wise breakup of Server Under scope for both physical and virtual devices?	Indicative breakup is as under: Windows VMs – 150+ Linux VMs – 200+ Windows Physical – 25+ Unix/ Linux Physical – 20+
106	5.2.2 DC/ DR Managed Services Page no. 19	Virtualization	Please share instances count of all 3 Virtualization Technology with version.	Please refer RfP Section 5.2 "IT Infrastructure" for further details.
107	5.2.2 DC/DR Managed Services Page no. 19	DB and Middleware	Please share updated instance & OS wise count of multiple DBs and MW under scope.	Please refer RfP Sections 5.2 "IT Infrastructure", 6.4.7 "Database Administration (DBA) Services" and 6.4.10 "Middleware – Application Management Services".



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
108	5.2.2 DC/DR Managed Services Page no. 19	SDWAN	What is Wipro Scope of Work related to SDWAN as it is mentioned clearly in the RFP that it is being managed by Service Provider Currently.	SDWAN management is not in the scope of current project.
109	5.2.3.5 DC/DR Managed Services Page no. 23	IBM Lotus Note	since it is obsolete now and in future SIDBI may reimplement the same and stop using MS mail services, request to remove this from current RFP and can be mutually discussed once the same activity is planned in future.	No Change.
110	6.4.4 DC/DR Managed Services Page no. 35	Service desk	Wipro Assumes that the Service desk function Mention here is limited to DC/DR managed services only and the team is not responsible for any End user support tickets, also all the necessary Infrastructure required to setup SD will be provided by SIDBI.	Yes. However, end-user call pertaining to DC/DR services and applications support services shall be managed by the bidder.
111	DC/DR Managed Services Page no.	DC, SD & EUS - Automation	Please advise on current automation enabled at SD, EUS & DC?	Please refer RfP Sections 5.2 "IT Infrastructure".
112	6.4.4.2 DC/DR Managed Services Page no. 39	Asset/ Inventory Management	Wipro Assumes that Asset Management is a central function and being taken care by FMS team, DC/DR team just has to coordinate with them for the task mentioned in RFP.	Currently, the asset inventory management is being done manually and maintained in MS Excel. However, Bank is in the process of procuring and implementing solution for Asset and Patch management. Asset inventory management for DC and DR assets is in the scope of current project.
113	DC/DR Managed Services Page no.	Generic Query	Can we propose on-site-offshore Support Model through shared team? i.e. is Bank fine if bidder proposes on-site & Off-site model of operations?	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
114	DC (Managed Services) Page no.	Generic Query	Please provide complete list of tools currently deployed for performance monitoring & Management of current Infrastructure at DC, DR & other locations including tools deployed at partner locations (This includes tools used for Asset Management / inventory management (Ham / SAM), Server Monitoring, Storage Monitoring, Backup Monitoring, Middleware Monitoring, Database Monitoring, Network & Security devices monitoring, Network Link Monitoring etc.)	Please refer RfP Sections 5.2 "IT Infrastructure".
115	DC (Managed Services) Page no.	Generic Query	Bidder assumes that for Infra op's support, service management (, PMO & GOVT, Infra, DB, Storage, back-up , NW, Apps etc.) Bank is operating with Onsite from SIDBI / DC / DR premises and preferred to operate in similar structure in future? If yes, Is it possible to share current complete resource deployment and major challenges bank faces to ensure that any gaps in current delivery can be plugged?	Please refer RfP Sections 5.2 "IT Infrastructure".
116	DC Managed Services Page no.	Backup Generic	Please confirm Backup technology and current size of TB? Also share back-up retention period and current schedule?	Please refer RfP Sections 5.2 "IT Infrastructure". Backup policy with finer details shall be shared with the selected bidder.
117	DC Managed Services Page no.	Storage Generic	Please confirm Storage Technology & Size (current consumed & Available)	Please refer RfP Sections 5.2 "IT Infrastructure".
118	DC (Managed Services) Page no.	Generic Query	What is strategy / Plan for EOSL servers replacement / upgrades? as currently the support can be on best effort basis only?	Bank shall be replacing all such servers in due course.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
119	5.2.2 Present IT Infrastructure	Various security solution as part of CSOC viz. SIEM, PIM, Anti-APT, Firewall Analyser and NAC are implemented at DC and DR. CSOC is managed by 3rd party vendor.	Is CSOC part of the BID scope or will it be continues with the existing 3rd party vendor? If CSOC is part of BID's scope then kindly provide the following details with respect to SIEM services	Management of the CSOC project is not in the scope of current project. Please refer RfP section 5.2.3.17 Cyber Security Operations Center (CSOC)
			Current Performance and Scalability	Not applicable.
			Wipro assumes that the current SIEM sizing and performance are nominal and can scale upto 3 years? If no, please clarify	Not applicable.
			What is the % or number of log sources / devices integration that you would forecast during the next 3 years? Provide a yearly or quarterly break up?	Not applicable.
			Do you have plans for bulk integration of log sources in the near future? If yes, provide relevant details.	Not applicable.
			Describe at a high level the change management process for supporting the log source integration.	Not applicable.
			Current Setup, EPS, Log Sources and Volume, Change Management	Not applicable.
			Describe your existing SIEM environment. Ideally provide a high-level design reflecting the various components deployed along with their location. Do describe the version number of the various components.	Not applicable.
			Share the current EPS (Events per second) OR log volume per day (For ex: 300GB/Day) for your current SIEM deployment. (both average and peak)	Not applicable.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
			What is the DR plan for the SIEM setup?	Not applicable.
			Share the type and number of devices that are currently integrated with SIEM environment.	Not applicable.
			Do you have a test SIEM setup? How are changes to the SIEM setup rolled out?	Not applicable.
			Do you have detailed documentation describing the current SIEM setup and key activities used to support the SIEM setup?	Not applicable.
			SOC Portal, Incident Management tool, Alert/Incident Statistics	Not applicable.
			What is the Service Desk tool (ticketing tool) that is used to follow-up on SIEM alerts?	Not applicable.
			Is the current SIEM solution integrated with any ticketing solution for automated ticket generation?	Not applicable.
			What is size of the current SIEM monitoring team?	Not applicable.
			What are the number of use cases configured on the current SIEM?	Not applicable.
			Provide the trend of the number of alerts (offenses) per week/day over the last 1-3 months.	Not applicable.
			Provide the trend of the number of Incidents (true positives) per week/day over the last 1-3 months.	Not applicable.
			Threat Feed Integration	Not applicable.
			Are there any commercial Threat feeds (Ex: IBM Xforce, Symantec, Norse etc.) and/or Open Source feeds integrated with the SIEM solution? If yes, please specify.	Not applicable.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	<u>Description</u>	Bidder(s) Query	SIDBI's Response
			Are there specific use-cases leveraging the Threat Intelligence feeds?	Not applicable.
			Current Performance and Scalability	Not applicable.
			Wipro assumes that the current SIEM sizing and performance are nominal and can scale upto 3 years? If no, please clarify	Not applicable.
			What is the % or number of log sources / devices integration that you would forecast during the next 3 years? Provide a yearly or quarterly break up?	Not applicable.
			Do you have plans for bulk integration of log sources in the near future? If yes, provide relevant details.	Not applicable.
			Describe at a high level the change management process for supporting the log source integration.	Not applicable.
			Incident Management Support	Not applicable.
			What role Wipro is expected to play in SOC operations and Security Incident management process - specifically L1 - Eyes on the glass and SOP based triage L2 - Advance triage L3 - Lead Security Incident Management? (SOP - Standard Operating Procedures)	Not applicable.
			What is the expected service coverage? Is it 24x7, 16x5 or 18x5?	Not applicable.
			What is the expected service delivery model? (full-onsite, hybrid or full-offshore)?	Not applicable.
			Are the devices integrated with the SIEM managed by third party service provider?	Not applicable.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
			Log Retention and Backup	Not applicable.
			Can Wipro use the existing backup mechanism for backing up SIEM components and configurations?	Not applicable.
			What is the expected log retention period? Please state both online and offline storage requirements? Is it correct to assume that log retention storage is already in place and can be leveraged by the BIDDER	Not applicable.
			How are the logs currently backed up for long term (offline) retention?	Not applicable.
			What are the current amount of offline logs stored per year (for e.g. 100 TB/Per year)?	Not applicable.
120	5.2.3.11 SSL VPN Page 25	To enable authorized staff and vendor to access applications over Internet, SIDBI has deployed SSL VPN appliances at both Data Centre and DR Site. Bank is in the process of replacing this system with full-fledged VPN solutions.	Please provide the details of existing VPN appliances like make model, in HA or not, licenses? What if the full-fledged VPN solution that is envisaged, please provide the details.	Currently Citrix MPX 5550 Netscaler with universal licenses is being used as VPN appliance. Appliances at DC and DR have been configured in standby to each other. Since the full-fledged VPN solution is not yet finalised, no further details available currently.
121	5.2.3.14 Authentication Page 26	Bank is also in the process of adding another multifactor authentication solution which will be integrated with Active Directory and applications	Kindly provide the details of the MFA solution envisaged? Can we consider the managed services of the MFA solution after implementation by SI of choice of SIDBI under change request procedure (separate Techno-commercial proposal for MFA Managed services after implementation)	While the basic responsibilities of installation, commissioning and operationalization of such security products shall lie with the security solutions vendor, however, the bidder's responsibility shall be to facilitate the implementation and integration with the existing infrastructure/ services.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
122	5.2.3.17 Cyber Security Operations Centre (CSOC) Page 26	1. Security Information and Event Management (SIEM) 2. Privilege Identity Management (PIM) 3. Anti-Advanced Persistent Threat (APT) 4. Firewall Analyser 5. Network Access Control (NAC)	Kindly provide the make, model, licenses, version of the solutions deployed? Are these deployed in HA and at DR?	Details shall be shared with the selected bidder.
123	5.2.3.17 Cyber Security Operations Centre (CSOC) Page 26	Service provider will be required to implement the advisories & recommendations issued by CSOC team, in time bound manner.	Kindly provide the sample advisories to assess the quantum of work ? Kindly provide average number of advisories per quarter to be implemented.	Various security advisories are released by RBI, Cert-in, NCIIPC and other regulatory bodies for protection of infrastructure & services hosted on the same. Since, the number of advisories issued by various bodies is dependent on the threats and vulnerabilities, the number is not fixed.
124	5.4.1 IT Security Page 29	Security Roadmap: In the current FY, SIDBI would be strengthening the security by implementation of Endpoint Encryption, Multifactor Authentication, Database Activity Monitoring, File Integrity Monitoring and Asset and Patch Management Solution. Further, during period of contract, the bank may also implement full-fledged VPN for remote access, Data Leakage Prevention (DLP), Identity and Access Management (IDAM) etc., to strengthen its security posture.	Can we consider the managed services of the MFA solution after implementation by SI of choice of SIDBI under change request procedure (separate Techno-commercial proposal for MFA Managed services after implementation) If it has to be considered in the BID submission, then kindly provide the details of each of these solutions in terms of make, model, version, HA/non HA, quantified licenses so as to judge the quantum of work and scope of managed services deliverables	While the basic responsibilities of installation, commissioning and operationalization of such security products shall lie with the security vendor, however, the bidder's responsibility shall be to facilitate the implementation and integration.
125	5.4.1 IT Security Page 29	Impact: The vendor deployed engineer for management of security should have good understanding/ knowledge of various security	Can this scope be addressed by providing the SME on T&M basis till project closure and	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		measures as specified above. The engineer should associate with the security solution vendors shortlisted by SIDBI during installation/ configuration/ management. Respective teams of the selected service provider would be required to facilitate and carry out necessary activities including vendor co-ordination towards installation, commissioning and successful operationalization of the new / existing infrastructure items and optimally rearrange/ allocate/ re-allocate the resources in DC, DR or at any other office.	transition to managed services team as per above point #6	
126	01_RfP_DC_DR_Infrastructure_Manged_Service: 6.5.1.2 Page 72	Tracking, Responding & Resolution of all the Support Request submitted by end-users of the applications rolled out in production environment.	Please share ticket dump for all applications for at least past 1 year	While the call dump cannot be provided as the same being confidential in nature, summary of support call has been provided in the RfP.
127	01_RfP_DC_DR_Infrastructure_Manged_Service: 6.5.1.15 Page 73	Coordination with Level-3 support (respective application vendors or SIDBI's internal component owners) for resolution of all the calls.	Please specify the split of L1, L2 & L3 tickets along with incident and service request categories.	Please refer Summary of Support Call, page 38 of the RfP.
128	01_RfP_DC_DR_Infrastructure_Manged_Service: 6.5.1 Page 71	Presently, support services are required for the following applications. However, support will also be required to be provided by the service provider for any other application added during the contract period	For existing applications, is there any possibility of Application Modernization, Application Transformation, and Automation?	May be done as per Bank's requirement.
129	01_RfP_DC_DR_Infrastructure_Manged_Service: 6.5.1 Page 71	Presently, support services are required for the following applications. However, support will also be required to be provided by the service provider for any other application added during the contract period	What would be the preference of technology stack for new applications?	It depends on the nature of the application and the business requirement.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response																																					
130	01_RfP_DC_DR_Infrast rcture_Manged_Servic e: 6.5.1 Page 71	Presently, support services are required for the following applications. However, support will also be required to be provided by the service provider for any other application added during the contract period	A. For the new applications what would be the measure of extended remuneration to justify added work extended to service provider? B. Would new applications also comply with same Service Window, SLA and penulty clauses?	A. This will be done through the analysis of number of calls. B. Yes.																																					
131	01_RfP_DC_DR_Infrast rcture_Manged_Servic e: 5.2.4 Page 26	Not Applicable.	Can you please provide detailed architectures against each Business Applications?	Shall be provided to the selected bidder.																																					
132	01_RfP_DC_DR_Infrast rcture_Manged_Servic e: 5.2.4.3 Page 28	Integration/ Interface between Applications	Please provide the integration architecture along with total number of integration touch points.	For high level architecture and integration, please refer RfP section 5.2.4 Business Applications. Detailed architecture and other applications details shall be shared with selected bidder.																																					
133	01_RfP_DC_DR_Infras trcture_Manged_Serv ice: 7.6.3 Page 90	Service Level Targets	Proposed resolution time would be difficult to achieve. Request you to kindly consider the proposed resolution time and confirm back: <table border="1"> <thead> <tr> <th>Severity</th> <th>Severity Description</th> <th>Response Time</th> <th>Resolution Time</th> </tr> </thead> <tbody> <tr> <td>S1</td> <td>S1 (Critical)</td> <td>15 mins</td> <td>2 Hrs</td> </tr> <tr> <td>S2</td> <td>S2 (Major)</td> <td>15 mins</td> <td>4 Hrs</td> </tr> <tr> <td>S3</td> <td>S3 (Moderate)</td> <td>30 mins</td> <td>8 Hrs</td> </tr> <tr> <td>S4</td> <td>S4 (Minor)</td> <td>60 mins</td> <td>24 Hrs</td> </tr> </tbody> </table>	Severity	Severity Description	Response Time	Resolution Time	S1	S1 (Critical)	15 mins	2 Hrs	S2	S2 (Major)	15 mins	4 Hrs	S3	S3 (Moderate)	30 mins	8 Hrs	S4	S4 (Minor)	60 mins	24 Hrs	The table under RfP section 7.6.3 Service Level Targets stands revised as under: <table border="1"> <thead> <tr> <th>Severity Level</th> <th>Response Time</th> <th>Resolution Time</th> <th>Calculation Window</th> </tr> </thead> <tbody> <tr> <td>S4</td> <td>60 min</td> <td>6 hrs</td> <td rowspan="4">Monthly</td> </tr> <tr> <td>S3</td> <td>30 min</td> <td>4 hrs</td> </tr> <tr> <td>S2</td> <td>15 min</td> <td>2 hrs</td> </tr> <tr> <td>S1</td> <td>15 min</td> <td>1 hrs</td> </tr> </tbody> </table>	Severity Level	Response Time	Resolution Time	Calculation Window	S4	60 min	6 hrs	Monthly	S3	30 min	4 hrs	S2	15 min	2 hrs	S1	15 min	1 hrs
Severity	Severity Description	Response Time	Resolution Time																																						
S1	S1 (Critical)	15 mins	2 Hrs																																						
S2	S2 (Major)	15 mins	4 Hrs																																						
S3	S3 (Moderate)	30 mins	8 Hrs																																						
S4	S4 (Minor)	60 mins	24 Hrs																																						
Severity Level	Response Time	Resolution Time	Calculation Window																																						
S4	60 min	6 hrs	Monthly																																						
S3	30 min	4 hrs																																							
S2	15 min	2 hrs																																							
S1	15 min	1 hrs																																							
134	Connectivity Page 21	Local Area Network - b) Mumbai, Lucknow and New Delhi Offices	Please clarify. The locations are Mumbai, Lucknow & Chennai (not New Delhi)	No Change. The paragraph is about the information about similar LAN configurations at these offices.																																					



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
135	5.3 Present IT Infrastructure Management Page 28	SIDBI has outsourced management of its IT Infrastructure at DC, DR and Application Support, to an external service provider through on-site resource deployment service delivery model till April 30, 2021	If the current contract is upto April 30, 2021. How will the New Service provider get Transition from current Service Provider. Will SIDBI extend the current contract for next 6 months (upto Nov 2021) for smooth Transition?	The date may be read as October 31, 2021 in place of April 30, 2021.
136	6.4.3 Transition Management Page 35	Transition period (4 weeks) tentatively starting from April 01, 2021	If the project commencement date is Nov 01, 2021 then why is the Transition date from April 01, 2021? The Transition phase is for 4 weeks. What is expected from bidder for the months of May to Oct 2021, as the services will be in effect from November 2021?	The date may be read as October 31, 2021 in place of April 30, 2021.
137	Acceptance of the Services Page 107	After the transition period, the services will be accepted once all the requisite services deliveries have been commenced and requisite resources as per the agreement has been deployed at respective locations to the satisfaction of SIDBI. Successful Bidder / Service provider will be required to commence all the services with effect from November 01, 2021.	If the start date of services is November 01, 2021. How will SIDBI manage the Transition phase. If the Bidder manages to deploy all resources during Transition phase how will SIDBI manage the payment terms during Transition phase?	Please refer RfP section 6.4.3. Forward Transition Management. Payment shall be made as per the payment terms defined in the RfP.
138	6.4.22 Annual Maintenance Contract (AMC) Services Page 70	If SIDBI acquires new IT asset(s) after the start of this contract and after the expiry of essential warranty period bank decides to go for the AMC of these items with service provider, AMC rate for such items will be determined based on the unit AMC rate already decided for the similar other item.	If SIDBI acquires new IT asset(s) after the start of this contract and after the expiry of essential warranty period bank decides to go for the AMC of these items with service provider, AMC rate for such items will be determined based on the unit AMC rate mutually agreed between SIDBI & Bidder.	No Change.
139	02_appendices Page 19	54 applications developed in-house & 27 COTS/ Products as per Appendix VII	L1 - 5 & L2 - 3 Resources. Knowledge Transition of these "In-house developed" applications will be done by SIDBI or by existing Service Provider?	It will be done jointly.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
140	RfP Validity Period - Page no. 12, Clause No. 4.4	The Bids must remain valid and open for evaluation according to their terms for a period of six (6) months from the date of the submission of bids.	The Bids must remain valid and open for evaluation according to their terms for a period of six (6) three (3) months from the date of the submission of bids.	No Change.
141	Miscellaneous services - Page no. 42, Clause No. 6.4.4.5	3. In the event of shifting/ collocation of Data Center and/or DR Site by SIDBI, the service provider would be required to relocate existing resource or deploy additional resources at the new site as per the requirements. Service provider will also be required to ensure de-installation of all the hardware, supervise packing/ transportation and installation/ commissioning of equipment at new location. No extra cost will be borne by SIDBI for the same. However, packing and transportation will be arranged by SIDBI separately	3. In the event of shifting/ collocation of Data Center and/or DR Site by SIDBI, the service provider would be required to relocate existing resource or deploy additional resources at the new site as per the requirements. Service provider will also be required to ensure de-installation of all the hardware, supervise packing/ transportation and installation/ commissioning of equipment at new location. No extra cost will be borne by SIDBI for the same. However, packing and transportation will be arranged by SIDBI separately	No Change.
142	Minimum requirement of on-site Resources - Page no. 86, Clause No. 6.8.3	In case of services of an existing staff are withdrawn / terminated by the service provider, at least 45 days' notice has to be given by the vendor with at least 30 days overlapping period for proper take-over /hand over of the desk. Any short fall in notice period will be treated as absence of respective staff member.	In case of services of an existing staff are withdrawn / terminated by the service provider, at least 45 days' notice has to be given by the vendor with at least 30 days overlapping period for proper take-over /hand over of the desk. Any short fall in notice period will be treated as absence of respective staff member. However, the same is not applicable in case of any situation beyond the control of	No change. However, same may be finalised after mutual discussions with selected bidder.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
			the service provider such as death, disability etc.	
143	Statutory & Regulatory Compliance - Page no. 86, Clause No. 6.8.4	Minimum Wages Act – The bidder also has to ensure that they are compliant to the Minimum Wages Act for deployment of resources across SIDBI sites nationwide. The bidder should follow all payout norms as per the Minimum Wage Act (MWA) in all the states.	Minimum Wages Act – The bidder also has to ensure that they are compliant to the Minimum Wages Act for deployment of resources across SIDBI sites nationwide. The bidder should follow all payout norms as per the Minimum Wage Act (MWA) in all the states. In the event there is a change to the State minimum wages act or if SIDBI wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, SIDBI will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.	No Change.
144	Statutory & Regulatory Compliance - Page no. 86, Clause No. 6.8.4	2. The service provider shall at all times guarantee payment of wages not less than that prescribed under the Minimum Wages Act or any notifications passed thereunder and comply with the applicable	2. The service provider shall at all times guarantee payment of wages not less than that prescribed under the Minimum Wages Act or any notifications passed thereunder	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		labour laws in force and give an undertaking to that effect. It shall be the responsibility of the service provider to ensure all labour law compliances with respect to the manpower deployed by it and shall keep the Bank indemnified against all claims, if any, arising from such manpower deployed by it or by any third parties or any authorities etc., arising out of the contract awarded in respect of the present tender.	and comply with the applicable labour laws in force and give an undertaking to that effect. It shall be the responsibility of the service provider to ensure all labour law compliances with respect to the manpower deployed by it and shall keep the Bank indemnified against all claims, if any, arising from such manpower deployed by it or by any third parties or any authorities etc., arising out of the contract awarded in respect of the present tender.	
145	Statutory & Regulatory Compliance - Page no. 86, Clause No. 6.8.4	4. The Bank shall not be responsible for any financial loss or any injury to any of the staff deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation. The Bank shall have no liability in this regard.	4. The Bank shall not be responsible for any financial loss or any injury to any of the staff deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation unless such injury or financial loss was caused due to acts or omissions of the Bank or its employees. The Bank shall have no liability in this regard.	No Change.
146	Period of Agreement - Page no. 88, Clause No. 7.3	After expiry of the contract period of 05 years, contract may be extended for a period of 01 year or part thereof on the same terms and conditions.	After expiry of the contract period of 05 years, contract may be extended for a period of 01 year or part thereof on the same terms and conditions at revised prices on mutual agreement.	No Change.
147	Liquidity damages Calculation - Page no. 91, Clause No. 7.6.6	6. However, the aggregate penalties that may be levied in a month towards the aforesaid managed	6. However, the aggregate penalties that may be levied in a month towards the aforesaid	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		services shall be limited to 10% of the monthly cost of the Managed Services	managed services shall be limited to 10% 5% of the monthly cost of the Managed Services	
148	Liquidity damages Clauses for AMC Services - Page no. 92, Clause No. 7.6.7.3	5. Liquidity damages towards AMC will be limited to the maximum 10% of the quarterly amount payable towards AMC services. This will be in addition to the liquidity damages charges levied for services mentioned in section of 'Managed Services' above.	5. Liquidity damages towards AMC will be limited to the maximum 10% 5% of the quarterly amount payable towards AMC services. This will be in addition to the liquidity damages charges levied for services mentioned in section of 'Managed Services' above.	No Change.
149	Human Resources - Page no. 92, Clause No. 7.6.8	2. Any absence beyond the prescribed leave of absence shall attract a liquidity damages as under in case no substitute is arranged by the Service Provider as per defined requirement:	2. Any absence beyond the prescribed leave of absence shall attract a liquidity damages as under in case no substitute is arranged by the Service Provider as per defined requirement. However, liquidity damages will not be applicable in cases which is beyond the control of the bidder such as death, disability, sickness etc:	No Change.
150	Human Resources - Page no. 93, Clause No. 7.6.8	Liquidated damages beyond leave of absence: i) where continuous leave of absence <= 10 working days - 110 % of the Man Day cost ii) where continuous leave of absence >10 working days - 120% of the Man Days cost	Liquidated damages beyond leave of absence: i) where continuous leave of absence <= 10 working days - 110% 100% of the Man Day cost ii) where continuous leave of absence >10 working days - 120% 100% of the Man Days cost	No Change.
151	Disclaimer - Page no. 93, Clause No. 7.7	1. In case service provider fails to achieve targeted compliance level of services successively in two	1. In case service provider fails to achieve targeted compliance level of services	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		quarters or any three quarters in a financial year, SIDBI will reserve the right to re-look at the contract and redefine Service level requirement and liquidity damages clauses to safeguard its interest.	successively in two quarters or any three quarters in a financial year, SIDBI will reserve the right to re-look at the contract and redefine Service level requirement and liquidity damages clauses based on mutual discussion to safeguard its interest.	
152	Disclaimer - Page no. 93, Clause No. 7.7	2. SIDBI reserves the right to carry out an annual review of the contract in terms of quality of services, adherence to the SLAs and other obligations of the Service Provider as per provisions of the contract. 3. As part of the annual review, SIDBI may re-validate the Service Provider's financial and technical strength so as to be able to continue to deliver the services as per terms of the contract. In this regard, SIDBI may advise the Service Provider to re-submit its latest financial or any other statement, as submitted by the Service Provider at the time of bidding in this RfP to claim its eligibility.	2. SIDBI reserves the right to carry out an annual review at its own cost, of the contract in terms of quality of services, adherence to the SLAs and other obligations of the Service Provider as per provisions of the contract, upon prior written notice of 30 days to the Service Provider and the review shall not be conducted more than once annually. 3. As part of the annual review, SIDBI may re-validate the Service Provider's financial and technical strength so as to be able to continue to deliver the services as per terms of the contract. In this regard, SIDBI may advise the Service Provider to re-submit its latest financial or any other statement, as submitted by the Service Provider at the time of bidding in this RfP to claim its eligibility, excluding any internal pricing related information or any personal data of other clients.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
153	General - Page no. 94, Clause No. 8.1	3. Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.	3. Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP specific agreement between the parties shall be the governing document for arrangement between the Bank and the Bidders.	No Change.
154	General - Page no. 95, Clause No. 8.1	13. Depending on requirement, SIDBI may decide to move any of its offices, Data Centre, Disaster Recovery Site, hardware items, on-site resources deployed under this RfP to any of its other / third party locations during the contract period. Service provider will continue to provide the respective services covered under this RfP at the new location without any extra cost.	13. Depending on requirement, SIDBI may decide to move any of its offices, Data Centre, Disaster Recovery Site, hardware items, on-site resources deployed under this RfP to any of its other / third party locations during the contract period. Service provider will continue to provide the respective services covered under this RfP at the new location without any extra cost. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the deliverables, schedule, and fee. In the absence of a signed Change Order, bidder shall not be bound to perform any additional services.	NO Change.
155	Bid Security / Earnest Money Deposit (EMD) - Page no. 100, Clause No. 8.8.1	5. Successful Bidder will be refunded the EMD amount / BG only after acceptance of the solution by SIDBI and submission of Performance Bank Guarantee by the bidder.	5. Successful Bidder will be refunded the EMD amount / BG only after acceptance of the solution by SIDBI and on submission of Performance Bank Guarantee by the bidder.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
156	Bid Security / Earnest Money Deposit (EMD) - Page no. 100, Clause No. 8.8.1	6. In case the acceptance of the solution is delayed due to any reasons beyond the bank's purview, successful bidder shall have the BG towards EMD, validity extended for a period of three months till the equipment is accepted by the bank.	6. In case the acceptance of the solution is delayed due to any reasons beyond the bank's purview, successful bidder shall have the BG towards EMD, validity extended for a period of three months till the equipment is accepted by the bank.	The clause stands deleted
157	Bid Security / Earnest Money Deposit (EMD) - Page no. 100, Clause No. 8.8.1	d) In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) RFP / Tenders.	d) In all the above cases, the bidder would also be banned for a period of 3 years from subsequent bidding in any of the Bank's (SIDBI) RFP / Tenders.	No Change.
158	Performance Bank Guarantee (PBG) - Page no. 100, Clause No. 8.8.2	1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to 10% of the total contract value from a scheduled commercial Bank. The performance guarantee will be valid till at least three months beyond the expiry of the contract period and with an invocation period of 03 months beyond the BG validity date. The performance security is to be submitted within ONE month from the date of award of contract as per the format provided by Bank.	1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to 10% of the total contract value from a scheduled commercial Bank. The performance guarantee will be valid till at least three months beyond the expiry of the contract period and with an invocation period of 03 months beyond the BG validity date. The performance security is to be submitted within ONE month from the date of award of contract as per the format provided by Bank.	The clause stands revised as under: "1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to 10% of the total contract value from a scheduled commercial Bank. The performance guarantee will be valid till at least three months beyond the expiry of the contract period i.e. valid till January 31, 2027 and with an invocation period of 03 months beyond the BG validity date i.e. till April 30, 2027 . The performance security is to be submitted within 30 days from the date of acceptance of Lol/PO as per the format provided by Bank."



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
159	Performance Bank Guarantee (PBG) - Page no. 100, Clause No. 8.8.2	3. In case of expiry of BG prior to project completion, the bidder will be required to renew/ extend the BG for further period as per plan. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD.	3. In case of expiry of BG prior to project completion, the bidder will be required to renew/ extend the BG for further period as per plan. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD.	The clause stands deleted.
160	Performance Bank Guarantee (PBG) - Page no. 101, Clause No. 8.8.2	5. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.	5. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the material terms of contract / order or commits material breach of any terms and conditions of the contract.	No Change.
161	Performance Bank Guarantee (PBG) - Page no. 101, Clause No. 8.8.2	7. If aggregated shortfall in achieving Service Level requirement exceeds 10% in two successive quarters or any three quarters in a financial year, SIDBI will inter-alias, be at liberty to invoke the performance guarantee within the ambit of Section 8.8.2 (5) hereinabove in addition to other remedies available to it under the contract or otherwise.	7. If aggregated shortfall in achieving Service Level requirement exceeds 10% in two successive quarters or any three quarters in a financial year, SIDBI will inter-alias, be at liberty to invoke the performance guarantee within the ambit of Section 8.8.2 (5) hereinabove in addition to other remedies available to it under the contract or otherwise.	No Change.
162	Performance Bank Guarantee (PBG) - Page	8. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but	8. Time shall be the essence of the contract / order, therefore, no extension of time is	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
	no. 101, Clause No. 8.8.2	if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.	anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the reasonable opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion upon mutual discussion with Bidder , however such extension shall not operate to relieve the Bidder of any of its obligations. SIDBI shall may not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.	
163	Preliminary Examinations - Page no. 104, Clause No. 8.15	3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is	3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		to be based on the contents of the Bid itself, without recourse to extrinsic evidence.	deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.	
164	8.16 Use of Contract Documents and Information - Page no. 104, Clause No. 8.16	<p>1. The bidder shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection with, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>2. The Bidder will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.</p>	<p>1. The bidder disclosing party shall not, without the receiving party's Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the disclosing party Bank in connection with, to any person other than a person employed by the receiving party Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>2. The Bidder receiving party will treat as confidential all data and information about the disclosing party Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the disclosing party Bank. The period of confidentiality will continue up to two (2) years from the date of expiry or termination of this Agreement.</p>	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
165	Conditional Bids - Page no. 106, Clause No. 8.19	Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained from the bank in writing as prebid clarifications.	Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained from the bank in writing as prebid clarifications.	No Change.
166	Acceptance of the Services - Page no. 107, Clause No. 8.23	After the transition period, the services will be accepted once all the requisite services deliveries have been commenced and requisite resources as per the agreement has been deployed at respective locations to the satisfaction of SIDBI. Service provider must obtain the signature of acceptance from SIDBI at appropriate time.	After the transition period, the services will be accepted once all the requisite services deliveries have been commenced and requisite resources as per the agreement has been deployed at respective locations to the satisfaction of SIDBI. Service provider must obtain the signature of acceptance from SIDBI at appropriate time. Services and/or deliverables shall be deemed to be fully and finally accepted by SIDBI in the event when SIDBI has not submitted its acceptance or rejection response in writing to the service provider within 15 days from the date of installation/commissioning or when SIDBI uses the Deliverable in its business, whichever occurs earlier. Parties agree that the service provider shall have 15 days time to correct in case of any rejection by SIDBI.	No Change.
167	Service Delivery - Page no. 107, Clause No. 8.24	3. Selected bidder would be issued 'Letter of intent (LOI)' on final selection and completion of internal approval formalities of the bank. Exercise of	3. Selected bidder would be issued 'Letter of intent (LOI)' on final selection and completion of internal approval formalities of the bank.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		signing of contract will be parallel activity. While both the parties will endeavour in signing of contract fast, Service provider must start its activities to commence its services based on the LOI issued and stick to the delivery schedule mentioned in this RfP document irrespective of the date of signing of contract.	Exercise of signing of contract will be parallel activity. While both the parties will endeavour in signing of contract fast, Service provider must start its activities to commence its services based on the LOI issued and stick to the delivery schedule mentioned in this RfP document irrespective of the after the date of signing of contract.	
168	Service Delivery - Page no. 107, Clause No. 8.24	5. In addition to providing services as per service window defined in this RfP document, service provider is required to provide services on Saturdays /Sundays /Holidays in case of urgent requirement of the bank without any extra cost.	5. In addition to providing services as per service window defined in this RfP document, service provider is required to provide services on Saturdays /Sundays /Holidays in case of urgent requirement of the bank without any extra cost at extra cost.	No Change.
169	Service Delivery - Page no. 108, Clause No. 8.24	11. SIDBI reserves the right to stop availing of part of 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.	11. SIDBI reserves the right to stop availing of part of the services anytime during the contract period without assigning any reason thereof, with a prior written notice of 30 90 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. In the event of termination, the Service provider shall be paid for the: a) Goods delivered	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
			<p>b) Services rendered</p> <p>c) Work in progress</p> <p>d) Third party orders in pipeline which cannot be cancelled despite service provider's best efforts</p> <p>e) Unrecovered investments shall be paid by SIDBI as per termination schedule till the date of termination, and</p> <p>f) For the notice period (whether or not the Bank requires the Bidder's services during the notice period)</p>	
170	8.25 Ownership of Delivered Services - Page no. 109, Clause No. 8.25	<p>1. The selected Bidder, who will be awarded the contract, will hold ownership of its delivery of the services under the contract and be responsible for the services delivered. All the deliverables as per the scope of this RfP will become the property of the Bank.</p> <p>2. SIDBI shall have the sole ownership of and the right to use, all data that may be in possession of the Bidder or its representative in the course of performing the services under the agreement that may be entered into. All documents, report, information, data etc. collected and prepared by Bidder in connection with the scope of work and submitted to SIDBI will be property of the Bank.</p> <p>3. The Bidder shall not be entitled either directly or indirectly to make use of the documents, reports</p>	<p>1. The selected Bidder, who will be awarded the contract, will hold ownership of its delivery of the services under the contract and be responsible for the services delivered. All the deliverables as per the scope of this RfP will become the property of the Bank.</p> <p>2. SIDBI shall have the sole ownership of and the right to use, all data that may be in possession of the Bidder or its representative in the course of performing the services under the agreement that may be entered into. All documents, report, information, data etc. collected and prepared by Bidder in connection with the scope of work and submitted to SIDBI will be property of the Bank. However, Bidder shall be the owner of</p>	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	<u>Description</u>	Bidder(s) Query	SIDBI's Response
		given by SIDBI for carrying out of any services with any third parties. Bidder shall not without the prior written consent of SIDBI be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.	all its pre-existing materials and those rights not expressly transferred or licensed herein are reserved with the Bidder. 3. The Bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by SIDBI for carrying out of any services with any third parties. Bidder shall not without the prior written consent of SIDBI be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.	
171	Addition / Deletion of qualified offerings - Page no. 109, Clause No. 8.26	The Bidder will have to agree that the price for incremental services does not 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.	The Bidder will have to agree that the price for incremental services does not 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.	No Change.
172	Addition / Deletion of qualified offerings - Page no. 109, Clause No. 8.26	All quantities mentioned in this RFP are indicative. The quantities of components to be procured as part of this Tender can be varied by the Bank. This also includes the right to modify the number of branches, extension counters, offices, training centres etc	All quantities mentioned in this RFP are indicative. The quantities of components to be procured as part of this Tender can be varied by the Bank. However, it should be restricted to +/-10% maximum of the quantity quoted as per RFP. Service provider agrees to provide the increased quantity at the same terms and	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
			conditions and additional prices shall be charged for the goods supplied over the contracted quantity. This also includes the right to modify the number of branches, extension counters, offices, training centres etc	
173	Business Continuity - Page no. 111, Clause No. 8.28	2. 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.	2. 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. Bidder shall be required to bear only the Excess Cost for procurement of goods and/or services similar to those undelivered. The Term "Excess Cost" as referred herein shall mean cost at which alternative arrangements shall be providing the undelivered goods and/ or services of equivalent specification to the Bank under this project minus the cost on which the bidder agreed to provide the	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
			undelivered goods and/or services under this project. Provided further that the bidder shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Bank.	
174	Payment Terms - Page no. 111, Clause No. 8.29	1. The bidder will submit the cost details in the specified format mentioned in AnnexureXVII. Service provider will be paid in quarterly instalments payable at the end of the quarter	1. The bidder will submit the cost details in the specified format mentioned in AnnexureXVII. Service provider will be paid in quarterly monthly instalments payable at the end of the quarter month .	No Change.
175	Payment Terms - Page no. 112, Clause No. 8.29	2. 100% of the payable for each quarter will be paid in the subsequent quarter. The service provider will submit invoices at the end of the quarter. The Bank will make the payment within 30 days subject to submission of invoices along with all supporting documents / reports viz. monthly SLA data, attendance record etc. towards delivery of services.	2. 100% of the payable for each quarter month will be paid in the subsequent quarter month . The service provider will submit invoices at the end of the quarter month . The Bank will make the payment within 30 days subject to submission of invoices along with all supporting documents / reports viz. monthly SLA data, attendance record etc. towards delivery of services.	No Change.
176	Payment Terms - Page no. 112, Clause No. 8.29	5. Payment of first instalment will be released only after the acceptance of the services and receipt of Performance Bank Guarantee. In case of delay in commencement of some or all the services, payment will be made on pro-rata basis for the services delivered late.	5. Payment of first instalment will be released only after the acceptance of the services and receipt of Performance Bank Guarantee. In case of delay in commencement of some or all the services, payment will be made on pro-rata basis for the services delivered late.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
			Services and/or deliverables shall be deemed to be fully and finally accepted by SIDBI in the event when SIDBI has not submitted its acceptance or rejection response in writing to Service Provider within 15 days from the date of installation/commissioning or when SIDBI uses the Deliverable in its business, whichever occurs earlier. Parties agree that Service Provider shall have 15 days time to correct in case of any rejection by SIDBI.	
177	Payment Terms - Page no. 112, Clause No. 8.29	6. In no event services will be withheld and / or terminated by SP in case of delay / nonpayment of any dues payable to the service provider on account of any issues pending for resolution. Such issues will be resolved as per the provision available in RfP.	6. In no event services will be withheld and / or terminated by SP in case of delay / nonpayment of any dues payable to the service provider on account of any issues pending for resolution. Such issues will be resolved as per the provision available in RfP.	No Change.
178	Payment Terms - Page no. 113, Clause No. 8.29	9. In addition to the services contracted for the Bank, purchase order may also be issued separately by the subsidiary / associate organization or organization being managed by SIDBI for additional services as per the contracted rates at the same terms and conditions. Towards such orders, the payment will be made by the respective organizations.	9. In addition to the services contracted for the Bank, purchase order may also be issued separately by the subsidiary / associate organization or organization being managed by SIDBI for additional services as per the contracted revised rates at the same terms and conditions after mutual discussion. Towards such orders, the payment will be made by the respective organizations.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
179	Payment Terms - Page no. 113, Clause No. 8.29	11. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.	11. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.	No Change.
180	Liquidity damages for Default in Services - Page no. 113, Clause No. 8.31	Liquidity damages clauses have defined as follows for different purposes. All of them are independent of each other and several and cumulative and not exclusive of each other	Liquidity damages clauses have defined as follows for different purposes. All of them are independent of each other and several and cumulative and not exclusive of each other. However, the overall maximum penalty and liquidated damages, if any that can be imposed on Service Provider under this contract shall not exceed 10% of the Annualized Contract Value and penalty for a given month should not be more than 10% of monthly invoice value.	No Change.
181	Liquidity damages for Default in Services - Page no. 113, Clause No. 8.31	2. Delay in commencement of the services w.e.f. the date as mentioned in Section 8.24 above, will attract liquidity damages @1% of the cost of respective services, severally and cumulatively and not exclusive of each other, for every week's delay subject to maximum of 10% 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.	2. Delay in commencement of the services w.e.f. the date as mentioned in Section 8.24 above, will attract liquidity damages @ 1% 0.25% of the cost of respective services, severally and cumulatively and not exclusive of each other, for every week's delay subject to maximum of 10% 3% 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.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
182	Liquidity damages for Default in Services - Page no. 114, Clause No. 8.31	Bank reserves the right to adjust the liquidity damages and Liquidity damages, if any, against any amount payable to the bidder or PBG.	Bank reserves the right to adjust the liquidity damages and Liquidity damages, if any, against any amount payable to the bidder or PBG.	No Change.
183	Terms and Termination - Page no. 116, Clause No. 8.39	If so desired by SIDBI, contract may be extended for a maximum period of 1 year or part thereof on the same terms and conditions.	If so desired by SIDBI and the successful bidder , contract may be extended for a maximum period of 1 year or part thereof on the same terms and conditions at revised rates .	No Change.
184	Termination for non-performance / Default - Page no. 116, Clause No. 8.39.1	3 The Bank will not bear any compensation for these exits as they are due to non-performance/default of service provider. The Bank's decision in this regard will be final.	3 The Bank will not bear any compensation for these exits as they are due to non-performance/default of service provider. The Bank's decision in this regard will be final. In the event of termination, the Bank shall pay Service Provider for goods delivered and services rendered till the date of termination, and for the notice period (whether or not the Bank requires the Bidder's services during the notice period).	In the event of termination, payments shall be made as per the provisions of Payments Terms in the RfP.
185	Termination for the convenience of bank - Page no. 117, Clause No. 8.39.3	Notwithstanding the provisions of the Contract and/or the Bid Documents, the Bank at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 90 days' notice sent to the bidder, may terminate the Contract, in whole or in part, at any time during the contract period. The notice of	Notwithstanding the provisions of the Contract and/or the Bid Documents, the Bank Either party at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 90 days' notice sent to the bidder other party , may terminate the Contract, in whole or in	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		termination shall specify the brief reason for such termination, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.	part, at any time during the contract period. The notice of termination shall specify the brief reason for such termination, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective. In the event of termination, the bidder shall be paid for the: a) Goods delivered b) Services rendered c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite bidder's best efforts e) Unrecovered investments shall be paid by the Bank as per termination schedule till the date of termination, and f) for the notice period (whether or not the Bank requires the Bidder's services during the notice period)	
186	- Page no. 117, Clause No. 8.39.4	The Selected bidder shall have right to terminate only in the event of winding up of the Bank.	The Selected bidder shall have right to terminate only in the event of winding up of the Bank. Successful Bidder may also terminate the Agreement upon written notice to the Bank in the event that the Bank commits a material breach of the Agreement or Statement of Work, including non-payment of fees and fails to cure such default to the	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	<u>Description</u>	Bidder(s) Query	SIDBI's Response
			non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice.	
187	Consequences of Termination - Page no. 117, Clause No. 8.40,	8.40.1 In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/breach, and further allow the Bank or its designated 3rd party Vendor to take over the obligations from the service provider in relation to the execution/ continued execution of the scope of the Contract.	8.40.1 In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with Bank and the vendor will and take all available steps to minimize the loss resulting from that termination/breach, and further allow the Bank or its designated 3rd party Vendor to take over the obligations from the service provider in relation to the execution/ continued execution of the scope of the Contract.	No Change.
188	Consequences of Termination - Page no. 117, Clause No. 8.40,	8.40.2 In the event that the termination of the Contract is due to the expiry of the term of the Contract in normal course and the Contract is not further extended by BANK, the Vendor herein shall be obliged to provide all such assistance including knowledge transfer and training to the next successor Bidder or any other person as may be	8.40.2 In the event that the termination of the Contract is due to the expiry of the term of the Contract in normal course and the Contract is not further extended by BANK, the Vendor herein shall be obliged to provide all such assistance including knowledge transfer and training to the next successor Bidder or any	Clause stands revised as under: "8.40.2 In the event that the termination of the Contract is due to the expiry of the term of the Contract in normal course and the Contract is not further extended by BANK, the Vendor herein shall be obliged to provide all such assistance including



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		required and specified by the BANK, where the successor(s) is a representative/ personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term.	other person as may be required and specified by the BANK, where the successor(s) is a representative/ personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term for a period of no more than 3 months, at additional cost.	knowledge transfer and training to the next successor Bidder or any other person as may be required and specified by the BANK, where the successor(s) is a representative/ personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a period not exceeding 90 days beyond the term."
189	Consequences of Termination - Page no. 117, Clause No. 8.40,	8.40.4 Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/ has ceased, the Bank shall pay the Bidder for that part of the services which have been authorized by the Bank and satisfactorily performed by the Bidder and accepted by the Bank, up to the date of termination, without prejudice any other rights, the Bank may retain such amounts from the payment due and payable by the Bank to the Bidder as may be required to offset any direct losses caused to the Bank as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with	8.40.4 Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/ has ceased, the Bank shall pay the Bidder for that part of the services which have been authorized by the Bank and satisfactorily performed by the Bidder and accepted by the Bank, up to the date of termination, without prejudice any other rights, the Bank may retain such amounts from the payment due and payable by the Bank to the Bidder as may be required to offset any direct losses caused to the Bank as a result of any act/omissions of the Bidder. In case of any loss or damage due	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		regard to executing the scope of work under this Contract the Bidder shall compensate the Bank for any such direct loss, damages or other costs, incurred by the Bank.	to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract the Bidder shall compensate the Bank for any such direct loss, damages or other costs, incurred by the Bank.	
190	Consequences of Termination - Page no. 118, Clause No. 8.40,	8.40.5 Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.		No Change.
191	Consequences of Termination - Page no. 118, Clause No. 8.40,	8.40.6 BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the Bank guarantee under this contract.	8.40.6 BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the Bank guarantee under this contract.	No Change.
192	Audit - Page no. 120, Clause No. 8.44	4. Service provider shall allow RBI or its authorised persons to access the Bank's document, records of transactions, and other necessary information given to, stored or processed by the service provider within a reasonable time as prescribed by RBI or SIDBI. In the event that these are not made accessible to RBI within prescribed reasonable time, Bank shall have the right to recover the	4. Service provider shall allow RBI or its authorised persons to access the Bank's document, records of transactions, and other necessary information given to, stored or processed by the service provider within a reasonable time as prescribed by RBI or SIDBI but excluding internal cost & revenue records, personal data of the Bidder's employees, its vendors and customers, data of its other	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		amount payable to RBI towards supervisory fees, if any.	customers. In the event that these are not made accessible to RBI within prescribed reasonable time, Bank shall have the right to recover the amount payable to RBI towards supervisory fees, if any.	
193	Miscellaneous - Page no. 133, Clause No. 8.60.	7. Depending on requirement, SIDBI may decide to move its project site to other locations during the contract period. Bidder will continue to provide the respective services at the new location, if so decided, without any extra cost.	7. Depending on requirement, SIDBI may decide to move its project site to other locations during the contract period. Bidder will continue to provide the respective services at the new location, if so decided, without any extra cost.	No Change.
194	Fall Clause - Page no. 32, Clause No. 7	As per RFP	<i>Request deletion of the clause</i>	No Change.
195	SNR - Page no. , Clause No.	Clause not present in RFP	Bank hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Bank agrees that Service Provider shall not be in any manner be liable for any delay arising out of Bank's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report,	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
			also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the Bank	
196	Pass Through Warrantly - Page no. , Clause No.	Clause not present in RFP	Since Service Provider is acting as a reseller of completed products, Service Provider shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Bank shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Service Provider shall not provide any additional warranties and indemnities with respect such products.	No Change.
197	ERV - Page no. , Clause No.	Clause not present in RFP	"It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ ("Base Exchange Rate"). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate."	No Change.
198	Risk and Title - Page no. , Clause No.	Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the Bank upon delivery of such products to the Bank	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
199	Non Hire Clause - Page no. , Clause No.	Clause not present in RFP	Bank acknowledges that personnel to be provided by Service Provider represent a significant investment in recruitment and training, the loss of which would be detrimental to Service Provider's business. In consideration of the foregoing, Bank agrees that for the term of this Agreement and for a period of one year thereafter, Bank will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Service Provider employee, or induce any such individual to leave the employ of Service Provider. For purposes of this clause, a Service Provider employee means any employee or person who has who has been involved in providing services under this Agreement.	Please refer RfP section 8.42 No Employer-Employee Relationship
200	Saving Clause - Page no. , Clause No.	Clause not present in RFP	Service Provider's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Service Provider performance is effected , delayed or causes non-performance due to Bank's omissions or actions whatsoever.	No Change.
201	Deemed Acceptance - Page no. , Clause No.	Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Bank in the event when Bank has not submitted its	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
			acceptance or rejection response in writing to Service Provider within 15 days from the date of installation/ commissioning or when Bank uses the Deliverable in its business, whichever occurs earlier. Parties agree that Service Provider shall have 15 days time to correct in case of any rejection by Bank.	
202	Termination by Bidder - Page no. , Clause No.	Clause not present in RFP	Successful Bidder may terminate the Agreement upon written notice to the Bank in the event that the Bank commits a material breach of the Agreement or Statement of Work, including non-payment of fees and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice.	No Change.
203	RfP Page: 9 Section: 3.1.1	"Outsourcing of Infrastructure Managed Services" for Datacentre & Disaster Recovery site (DC & DR) and Application Support Management Services, for a period of 05 years from May 01, 2021 to April 30, 2026.	<u>Clarification on the timelines:</u> RFP front page says contract duration as Nov 1st, 2021 to 30th Oct 2026. Section 3.1.1 - Preface says May 01, 2021 to April 30, 2026. Kindly confirm the right duration of the contract as required by SIDBI and hence other relevant timelines as part of this entire bid.	The period at RfP section no. 3.1.1 may be read as November 01, 2021 to October 31, 2026
204	RfP Page: 29 Section: 5.4.1	<u>IT Security:</u> Respective teams of the selected service provider would be required to facilitate and carry out necessary activities including vendor co-	<u>We request SIDBI to remove this clause.</u> While the successful bidder can do vendor	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		ordination towards installation, commissioning and successful operationalization of the new / existing infrastructure items and optimally rearrange/ allocate/ re-allocate the resources in DC, DR or at any other office.	coordination with the selected security bidder, the basic responsibilities of installation, commissioning and operationalization of such security products should be treated as prime responsibility of the relevant security vendor.	While the basic responsibilities of installation, commissioning and operationalization of such security products shall lie with the security vendor, however, the bidder's responsibility shall be to facilitate the implementation.
205	RfP Page: 29 Section: 5.4.2	IT procurement Respective teams of the selected service provider would be required to facilitate and carry out necessary activities including vendor co-ordination towards installation, commissioning and successful operationalization of the new / existing infrastructure items and optimally rearrange/ allocate/ re-allocate the resources in DC, DR or at any other office	If the procurement made by SIDBI and the relevant implementation scope involves significant change in architecture or if relatively larger implementation scope is required then we request that such implementations be managed as a separate project and limit the scope of this RFP to monitoring and management of the existing infrastructure and applications. Also, we request the bank to manage the procurement directly through the relevant OEM's / System Integrator companies.	No Change.
206	RfP Page: 31 Section: 6.4.2	Service delivery management - configuration of EMS tools	We understand that we need to takeover from the current vendor upon being a successful bidder in this bid using the current monitoring tools available with the bank. Hence managing the configuration items (CI's) and tools management alone becomes part of the scope. Kindly confirm this understanding.	Please refer RfP section 6.4.20 EMS Tools Management for detailed scope.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
207	RfP Page: 31 Section: 6.1	Ensure compliance to the audits and the observations of regulatory & statutory bodies and other internal/ external audit teams/ agencies	We request SIDBI to provide the relevant regulatory and statutory norms that the bidder needs to follow as part of this RFP.	Shall be shared with selected bidders.
208	RfP Page: 32 Section: 6.3(9)	New Implementation, Reinstallation, Configuration, Administration, Upgrade /patch /new release deployment of all the in-house application(s) and Products.	Our understanding is the actual application development, coding and maintenance will be done by SIDBIs in house team / product OEM. The scope of the selected bidder is to implement the applications / patches released by the development team / OEMs and provide configuration and administration support. Kindly confirm the understanding.	Yes.
209	RfP Page: 32 Section: 6.4.1	Project management and Governance	We understand that the project management activities will be limited to the scope agreed as part of this RFP - Infra and application management services. Also vendor coordination is limited towards IT security, IT procurement and End user support mentioned under section 5.4 of the RFP. All other project management and Governance not mentioned explicitly will be out of scope. Kindly confirm our understanding.	Yes.
210	RfP Page: 33 Section: 6.4.3	Transition management	A. Considering the scale and complexity of the project, we request SIDBI to provide a minimum of 4 months transition period	A. No Change. Please refer RfP section 6.4.3. Forward Transition Management.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
			<p>from the current team. We also request the bank to confirm the expected start date of transition.</p> <p>B. Currently in the RFP it is mentioned as 1st April 2021.</p>	B. Transition period shall start from October 01, 2021.
211	RfP Page: 35 Section: 6.4.4	Service / Help desk	We understand that the scope of help desk is limited to the baselines of infrastructure components in DC / DR and application components as mentioned in this RFP. Pl confirm. (Direct end user support is out of scope of this RFP and the bidder is expected to do vendor coordination if any for direct end user related issues) Also, we understand that logging of tickets by the users to the service desk is done through the ticketing tool available with SIDBI. Any other means to login ticket like toll free, email ID will be to the scope of SIDBI.	Yes.
212	RfP Page: 39 Section: 6.4.4.1	<p><u>Service level agreement management</u></p> <p>The Service Desk should include/ map the prescribed SLAs for respective services so that the SLA monitoring can be done using the HP Service Manager tool.</p>	Kindly provide details of the prescribed SLAs that needs to be managed as for the service desk / help desk operations	Please refer RfP section 7.6 Service Level Monitoring.
213	RfP Page: 38	Summary of call report	We request SIDBI to provide details of last 6 months call dump to the bidders across all the	While the call dump can not be provided as the same being confidential in nature, summary of



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
			technology towers that needs to be covered as part of the scope.	support call has been provided in the RfP.
214	RfP Page: 33 Section: 6.4.4.2	<u>Asset / Inventory management</u>	A. Does SIDBI currently has asset / inventory management tool and processes in place? PI confirm. B. Also, we understand scope is limited to the DC / DR infra for asset management and asset tagging. End user assets like laptops, desktops, printers etc are excluded from scope.	A. Currently, the asset inventory management is being done manually and maintained in MS Excel. However, Bank is in the process of procuring and implementing solution for Asset and Patch management. B. Yes.
215	RfP Page: 42 Section: 6.4.4.5	<u>Miscellaneous services</u> Coordinate the disposal of hardware as per Bank's guideline issued from time to time.	We understand that the scope is limited to coordination with the banks vendor for ewaste disposal. PI confirm	Yes
216	RfP Page: 42 Section: 6.4.4.5	<u>Miscellaneous services</u> In the event of shifting/ collocation of Data Center and/or DR Site by SIDBI, the service provider would be required to relocate existing resource or deploy additional resources at the new site as per the requirements. Service provider will also be required to ensure de-installation of all the hardware, supervise packing/ transportation and installation/ commissioning of equipment at new location. No extra cost will be borne by SIDBI for the same. However, packing and transportation will be arranged by SIDBI separately.	We request SIDBI to relax this clause and consider change of DC / DR sites as a change request project. Based on the location of change the effort required will vary and hence we will not able to commit these services with no impact to commercials.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
217	RfP Page: 43 Section: 6.4.5	Facilitating various internal & external audits e.g. statutory audit, IS Audit, Security Audit, ISO 27000 Compliance Audit, Regulatory Audits etc. and Undertaking compliance to the observations made during these audit(s).	Kindly mention the frequency of such audit requirements.	Such audits are generally conducted on annual basis.
218	RfP Page: 44 Section: 6.4.6	Server administration / management Logical access control of user and groups on systems.	Kindly provide details of the identity control system currently used by SIDBI.	Active directory is being used for user id management.
219	RfP Page: 57 Section: 6.4.15	<u>Back up / Restore management</u> Backup Tape movement between DC/DR and Bank's off-site location has been outsourced to respective Datacenter Service Providers. For DC, off-site location is Bank's Mumbai Office and for DR it is Bank's Chennai Office.	A. Kindly confirm on the following. 1. Frequency of tape off siting 2. Tape tagging mechanism 3. How is the movement of tape captured between DC and DR locations to the respective vaults and offsite locations? B. We also understand that our responsibility is to handover the tapes to the vendor for tape transportation during offsiteing. Kindly confirm the same.	A. Details shall be shared with the selected bidder. B. Yes
220	RfP Page: 59 Section: 6.4.17	<u>Security administration services</u> a) Periodic review of high and low level network architecture diagrams being maintained by network team and ensuring the same is upto date. The network diagram should include all the components installed/terminated at DC and DR. b) Re-designing network architecture based on the requirements of the bank to enhance the security	We recommend that this particular clause be moved to network management services under clause 6.4.18 of the RFP.	No Change



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		posture, comply to guidelines from regulators, threat scenario etc. This should be an on-going process. c) Defining process for IP schema management across the organisation and periodic review in coordination with network administrator.		
221	RfP Page: 66 Section: 6.4.19	<u>Patch management services</u> SIDBI has currently deployed Microsoft Windows Server Update Services (WSUS) for patch deployment on Wintel Servers using hub-and-spoke model. Patches on Linux/ UNIX Servers and other devices like security devices, Web secure gateway, Network devices, Citrix NetScaler etc. are done manual	Kindly provide break up of Window, Linux and other CI's in scope for patch management services.	Please refer respective appendices for list of hardware items at DC and DR. However, the breakup of the same shall be provided to the selected bidder.
222	RfP Page: 69 Section: 6.4.2.1	<u>Diaster recovery (DR) site management services</u> Periodic BCP testing / DR Live operations are conducted (presently half yearly) to re-assess the effectiveness of the DR site. DR Live operation involves the users from all offices carrying out their normal business operations from DR site for a specific period decided by SIDBI	Kindly confirm if all the applications are tested twice per year or one application per year is tested.	All applications at DR Site are tested at least twice a year as per Bank's prevailing DR Policy.
223	RfP Page: 71 Section: 6.5	<u>Statement of work – Application services</u> Table referring to the list of application that needs to be supported.	Kindly provide details of the platform / technology on which the mentioned applications are developed.	Please refer RfP section 6.4.10 Middleware – Application Management Services.
224	RfP Page: 83 Section: 6.8.3	<u>Minimum requirement of onsite resources:</u> Police verification	We request the bank to kindly relax police verification.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
225	RfP Page: 83 Section: 6.8.3	Minimum requirement of onsite resources Police verification	We request the bank to kindly mention min 2 resources per site across all service area/domain. This will be required to provide the requested support as per service window expected by SIDBI.	No Change. Resources shall be responsible for delivering the services as per SOW irrespective of the site/ location.
226	RfP Page: 84 Section: 6.8.3	The shortlisted Bidder shall deploy ALL resources, who should be in their OWN PAYROLL. Undertaking from company along with latest payslip to be submitted.	We request the bank to kindly relax this clause and allow resources on the group / partner company of the successful bidder.	No Change.
227	RfP Page: 90 Section: 7.6.3	Service level targets	We request the SIDBI to consider 2 hrs, 4 hrs, 8 hrs and 12 hrs as resolution for S1, S2, S3 and S4 incidents respectively.	No Change.
228	RfP Page: 90 Section: 7.6.4	Service level compliance	We request SIDBI to consider common SLA achievement and we recommend 95% and 98% for response and resolution time respectively.	No Change.
229	RfP Page: 90 Section: 7.6.6	Liquidated damages	The way penalty is computed for breach of service levels, for scenarios where the bidder exceeds service levels we request the bank to consider service credits for the successful bidder.	No Change.
230	RfP Page: 90 Section: 7.6.6	<u>Liquidated damages calculation</u> However, the aggregate penalties that may be levied in a month towards the aforesaid managed services shall be limited to 10% of the monthly cost of the managed Services	We request the bank to cap the liquidated damages at 5% of the monthly cost of managed services	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
231	RfP Page: 92 Section: 7.6.7.3	<u>Liquidity damages clause for AMC services</u> Liquidity damages towards AMC will be limited to the maximum 10% of the quarterly amount payable towards AMC services. This will be in addition to the liquidity damages charges levied for services mentioned in section of 'Managed Services' above.	If there is a failure in SLA achievement because of HW failure, we request SIDBI to apply penalty only on the relevant HW AMC charges and exclude the managed services charges from penalty.	No Change.
232	RfP Page: 92 Section: 7.6.8	Human resources	We request the bank to relax the penalties towards resource absenteeism since it is an SLA based contract.	No Change.
233	RfP Page: 116 Section: 8.39.1	<u>Termination for non-performance / default</u> Bank may, without prejudice to any other remedy for breach of contract, by giving written notice of 30 days to the bidder, terminate the contract in whole or part on occurrence of any or part of the following events:	We request SIDBI to consider 90 days' notice to the bidder	No Change.
234	Nil	General query	Kindly provide the details of DC / DR service providers and their location addresses in Mumbai and Chennai respectively.	1. DC Co-location vendor details: CtrlS Datacenters Ltd., Mahape, Navi Mumbai . 2. DR Colocation vendor details: Nxtra Data Ltd, Siruseri, Chennai
235	Nil	General query	Throughout the scope of the RFP, we understand that the bidders responsibility is to provide DC, DR and application related services. End user services is out of scope and would be performed by the Facility	Yes.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
			management services (FMS) vendor. Where appropriate, the selected bidder should do vendor coordination with FMS vendor. Kindly confirm	
236	Nil	General query	We understand that seating space, computing infra including internet, printers etc for the onsite resources will be provided by SIDBI. Pl confirm.	Yes.
237	RfP Page: 6 Section: 1.1 (3)	Last date of submission of bids – April 15 th , 2021.	We request SIDBI to provide an extension of 4 weeks to the submission of bid.	No Change.
238	RfP Page: 97 Section: 8.6	Sub-contracting	Request SIDBI to accept formation of consortium / sub-contracting to fulfil the scope of work as mentioned in the RFP. This consortium / Sub contracting may be between two companies of the same group.	No Change.
239	RfP Page: 134 Section: 9	Minimum Eligibility Criteria	we request SIDBI to accept the Eligibility criteria to be fulfilled by the Bidder / consortium / sub-contractor	No Change.
240	RfP Page: 136 Section: 9 Pt#11	The bidder should have at least two of the accreditations / certifications out of ISO 9001, ISO 20000, ISO/IEC 27001, ISO/IEC 27002. The bidder must furnish valid certificate copies	we request SIDBI to accept the certifications of the Bidder / any of its group companies	No Change.
241	RfP Page: 139 Section: 10.2.2.1	Application Support Credentials	we request SIDBI to accept the Application Support Credentials criteria to be fulfilled by the Bidder / consortium / sub-contractor	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
242	RfP Page: 140 Section: 10.2.2.2	B. Technical Experience (DC- DR Operations)	we request SIDBI to accept the Technical experience (DC – DR Operations) criteria to be fulfilled by the Bidder / consortium / sub-contractor	No Change.
243	RfP Page: 141 Section: 10.2.2.3	B. Technical Experience (Support Services)	we request SIDBI to accept the Technical experience (Support Services Criteria) criteria to be fulfilled by the Bidder / consortium / sub-contractor	No Change.
244	RfP Page: Section: 6.4.2	Annual Maintenance contract	SIDBI to kindly confirm that warranty conditions in respect of products/ software supplied will be as per the OEM/ OSD warranty terms and conditions only and Bidder being an authorized reseller, will pass on such warranties "As-Is". All implied warranties are hereby specifically excluded. All support, maintenance, upgrades, patch/ bug fixes, version upgrade/ customizations, preventive maintenance to be provided by the OEM	No Change.
245	RfP Page: 86 Section: 6.8.4	Statutory and Regulatory Compliance	Bank to kindly confirm that if any employee is injured while on Bank premises due to the negligence of the Bank, it would be held responsible.	Not agreed.
246	RfP Page: 97 Section: 8.6	Sub-contracting	Kindly confirm that such consent shall not be unduly withheld or delayed. Further upon a Bank merger, amalgamation or change of ownership, Bidder would need to be intimated	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
			so any changes to scope or services may be aligned accordingly.	
247	RfP Page: 115 Section: 8.35(2)	Insurance	Bank to kindly confirm that if any employee is injured while on Bank premises due to the negligence of the Bank, it would be held responsible.	Not agreed.
248	RfP Page: 108 Section: 8.25	Ownership of Delivered Services	Neither party will gain by virtue of this contract any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other. All copyrights patents, trade secrets, trademarks and any other intellectual property rights existing prior to the Effective Date or developed independent of this contract shall belong to the party that owned such rights immediately prior to the Effective Date or has developed such intellectual property right. Bidder will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed under this Agreement and provides SIDBI a non-exclusive, worldwide, royalty-free license for its internal use only during the term of the contract.	No Change.
249	RfP Page: 116 Section: 8.39.1	8.39.1 Termination for non-performance / Default 1 Bank may, without prejudice to any other	Please confirm that termination shall be effected only if the Bidder has failed to rectify or remedy the default within the notice period	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		remedy for breach of contract, by giving written notice of 30 days to the bidder, terminate the contract in whole or part on occurrence of any or part of the following events: a. If the bidder fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the Bank pursuant to conditions of contract; b. The Selected bidder breaches its obligations under the scope document or the subsequent agreement; c. Serious discrepancy in the quality of services i.e. if aggregate shortfall in achieving Service Level requirement exceeds 10% in two successive quarters or any three quarters in a financial year, during the contract period. 2 Prior to providing written notice of termination to bidder under this clause, the Bank shall provide bidder with a written notice of 60 (sixty) days' in case of clause 1(b) and 1(c) above, to cure such breach of the agreement/contract. If the breach continues or remains unrectified after the expiry of the cure period, the Bank shall have the right to initiate action in accordance with the above clause (1). 3 The Bank will not bear any compensation for these exits as they are due to non-performance/ default of service provider. The Bank's decision in this regard will be final.	of 30 days. Further, please confirm that termination shall not affect the rights of Bidder accrued prior to termination and Bidder shall be entitled to be paid for the work delivered successfully under the RFP.	However, payments for the services delivered shall be made as per the payment terms in the RfP.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
250	RfP Page: 117 Section: 8.39.3	8.39.3 Termination for the convenience of bank Notwithstanding the provisions of the Contract and/or the Bid Documents, the Bank at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 90 days' notice sent to the bidder, may terminate the Contract, in whole or in part, at any time during the contract period. The notice of termination shall specify the brief reason for such termination, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.	The beginning of the clause to be amended as follows: Notwithstanding the provisions of the Contract and/or the Bid documents, the Bank at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 90 days notice sent to the bidder, may terminate the Contract, in whole or in part, at any time during the contract period. For the purpose of clarity, we request adding the following clause in continuation to the clause on Termination for Convenience. In case of termination for convenience, Bank shall also agree to pay, at a minimum: (i) all invoices issued by Dimension Data for the deliverables prior to the termination date; (ii) costs for performing or supplying deliverables as at the date of the termination notice; and (iii) costs that may be incurred by Dimension Data, which it is unable to mitigate or recover.	No Change.
251	RfP Page: 117 Section: 8.40.4	8.40.4 Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/ has ceased, the Bank shall pay the Bidder for that part of the services which have	Kindly confirm that payments due to the Bidder upon termination may not be set-off against any losses if any, losses need to be dealt with separately. Only LD/Penalties maybe allowed to set-off against payments due.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		been authorized by the Bank and satisfactorily performed by the Bidder and accepted by the Bank, up to the date of termination, without prejudice any other rights, the Bank may retain such amounts from the payment due and payable by the Bank to the Bidder as may be required to offset any direct losses caused to the Bank as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract the Bidder shall compensate the Bank for any such direct loss, damages or other costs, incurred by the Bank.		
252	RfP Page: 118 Section: 8.41.2 & 8.41.3	2. Compliance with all applicable laws: 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/ resource/ 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	The bidder will comply with all applicable laws, rules, regulations and will obtain all necessary licenses and permissions as required. The bidder shall indemnify the Bank only with regards to breach of any applicable taxes and anti-bribery laws.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom. 3. 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 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.		
253	RfP Page: 120 Section: 8.44	8.44 Audit 1. The vendor shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities, and grant	Please confirm that any audit shall be done with prior written notice to Bidder and should be restricted to the information and documents in relation to the services provided. Further, such	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services under tender/ subsequent PO/ Agreement. 2. In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification. 3. Audit under this clause shall be restricted to physical files related to this arraignment. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance. 4. Service provider shall allow RBI or its authorised persons to access the Bank's document, records of transactions, and other necessary information given to, stored or processed by the service provider within a reasonable time as prescribed by RBI or SIDBI. In the event that these are not made accessible to RBI within prescribed reasonable time, Bank shall have the right to recover the amount payable to RBI towards supervisory fees, if any. 5. The bank will also carry out annual review of the contract to ascertain the financial stability of the bidder in addition to the performance and	audit shall be subject to the "Confidentiality" obligations upon the Bank, its auditors, employees making such audit. Also, we request confirmation that Bidder shall not be required to disclose its financial information, profits, books of accounts, costs breakups etc. and audit shall be strictly restricted to the services provided by the Bidder to the Bank.	



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
254	RfP Page: 121 Section: 8.45	<p>service reliability. The bidder shall be required to submit the audited balance sheet and CA certificate etc. ending respective financial years.</p> <p>8.45 IPR Infringement As part of this project bidder/service provider will use software/tool to deliver services. If the deliverables and use of any such software/tool used for such delivery, infringe the intellectual property rights of any third person, bidder/service provider shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software/ tool provided by Bidder/Service provider under this project.</p>	We request that provisions related to Indemnity be restricted to Third party indemnification claims arising from infringement of IPR in respect of the Services provided by Bidder.	No Change.
255	RfP Page: 121 Section: 8.46	<p>8.46 Indemnity 1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, 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> <p>a. Bank's authorized / bona fide use of the</p>	The bidder shall keep the Bank indemnified against 3rd party IPR claims leading to court awarded damages against the Bank from infringement of any law pertaining to patents, trademarks, copyrights etc. in respect of the Services provided by the Bidder; and for Breach of confidentiality obligations; and any death/ bodily injury caused due to the negligence of the Bidder while providing services.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		<p>Deliverables and /or the Services provided by Bidder under this RfP document; and/or any subsequent agreement; and/or b. An act or omission of the Bidder, employees, agents, subcontractors in the performance of the obligations of the Bidder under this RfP document or any subsequent agreement; and/or c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or d. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent to 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 e. Negligence or wilful misconduct, fraudulence activities or gross misconduct attributable to the Bidder or its employees or sub-contractors. f. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or g. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or h. The use of unlicensed and illegal Software and/or allied components by the successful Bidder 2. The Bidder</p>		



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		<p>will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank: a. Notifies the Bidder in writing; and b. Cooperates with the Bidder in the defence and settlement of the claims. 3. The Bidder shall not be liable for defects or non-conformance resulting from: a. Software, hardware, interfacing not approved by Bidder; or b. Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications. c. Use of a deliverable in an application or environment for which it was not designed or not contemplated under this Agreement, d. Modification of a deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not be infringing. e. Any loss of profits, revenue, contracts or anticipated savings. 4. The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to the negligence /fraudulent activities of the</p>		



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		service provider/ outsourced persons deployed by them and the same shall be recovered from the Service Provider. 5. Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder.		
256	RfP Page: 122 Section: 8.47	8.47 Limitation of liabilities 8.47.1 The maximum aggregate liability of Service Provider, subject to clause 8.47.3, in respect of any claims, losses, costs or damages arising out of or in connection with this RfP/subsequent contract shall not exceed the total contract value/TCO. 8.47.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue. 8.47.3 The limitations set forth in Clause 8.47.1 shall not apply with respect to: a. claims that are the subject of indemnification pursuant to Clause infringement of third-party Intellectual Property Right; b. damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider; c. damage(s)	The aggregate liability of the Bidder shall not exceed 50% of the annual value of the contract, irrespective of whether the liability arises under contract, tort or indemnity. Further we can only agree to Breach of IPR in respect of Services provided by the Bidder, and direct breach of confidentiality, death or bodily injury due to negligence as an exception to the LOL. Further neither party shall be liable for indirect and consequential loss and damages including but not limited to loss of profit, anticipated savings, loss of data, loss of business.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		<p>occasioned by Service Provider for breach of Confidentiality Obligations. 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 applicable to current scope of work. 8.47.4 For the purpose of clause 9.26.3(b) the definition of "Gross Negligence " and "Willful Misconduct" are as follows: 1. "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 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. 2. "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</p>		



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		consequences to the other party, but shall not include any error of judgment or mistake made in good faith.		
257	RfP Page: 130 Section: 8.57.2 & 8.57.8	2. That the Vendor/ Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under the RfP/Contract/Agreement. 8. That there are (a) no legal proceedings pending or threatened against Vendor/ Bidder or its team which adversely affect/ may affect performance under this RfP/Contract/Agreement; and (b) no inquiries or investigations have been threatened, commenced or pending against the Vendor/ Bidder or its team members by any statutory or regulatory or investigative agencies.	Bidder would not be able to warrant regarding any potential or threatened litigation as It would not be under our control.	No Change.
258	RfP Page: 131 Section: 8.58 8.58	8.58 Non-Assignment Neither the subject matter of the contract nor any right arising out of the contract shall be transferred, assigned or delegated to any third party by Vendor without prior written consent of the Bank.	Kindly confirm such consent will not be unduly withheld or delayed.	No Change
259	RfP Page: 203 Pre-contract Integrity Pact, Clause 7	7. Fall Clause 7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar products	We agree to execute the Integrity Pact given by SIDBI under any RFP, provided that there is no Fall Clause in it. Please note that prices	No Change



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	<u>Description</u>	Bidder(s) Query	SIDBI's Response
		/systems or subsystems or providing similar services at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied or similar services provided by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	quoted are based on several factors, including quantity, location of delivery, dollar rates, discounts received from OEMs and other contractual risks. For all practical purposes, we request deletion of the Fall Clause from the Integrity pact. We also wish to bring to your notice, that by way of Office Order dated 4/12/2007, the Central Vigilance Commission (CVC) even circulated copy of an Integrity Pact, drafted by SAIL and vetted by the Additional Solicitor General, for reference of individual organizations. The same does not contain any Fall Clause. Additionally, CVC issued a Circular dated 13.01.2017, formulating standard operating procedure for adoption of Integrity Pact and the same does not include Fall Clause as an essential ingredient of the Pact. Please refer to the enclosed Office Order and Circular, issued by the Central Vigilance Commission, for your information.	
260	<u>RfP Page: 2</u> <u>Section: 3.1.1</u>	This Request for Proposal document ('RFP document' or RFP or RfP) has been prepared solely for the purpose of enabling SIDBI to select a Service Provider for "Outsourcing of Infrastructure Managed Services" for Datacentre & Disaster Recovery site (DC & DR) and Application Support	The AMC Quote has been requested for 3 years as per the commercial format. Please advise if this will be corrected to 5 years? Prorata rates cannot be applied, as the rates will be dependent on end of life for the equipment and OEM support for the same.	AMC for respective items is required for the period as mentioned in the Appendix-VIII- Details of Hardware for AMC Services. Further the contract period as mentioned in RfP section 3.1.1 may



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		Management Services, for a period of 05 years from May 01, 2021 to April 30, 2026.		be read as November 01, 2021 to October 31, 2026.
261	RfP Page: 28 Section: 6.4.3	Transition period (4 weeks) tentatively starting from April 01, 2021, shall be divided into two phases	We request a onetime charge to be added to the commercial bid, payable at the end of the transition period as it will cost the bidder to have everything setup.	Format of the commercial bid as provided in Annexure-XVII has the provision of quoting for Forward and Reverse Transition. Further, the date mentioned at RfP section 6.4.3 (3) may be read as October 01, 2021 in place of April 01, 2021.
262	RfP Page: 40 Section: 6.4.4.2	If 'End of Service Life' (as mutually agreed between SIDBI and the Service Provider) of an asset falls in between any quarter during contract period, Service Provider will intimate SIDBI at least 3 months in advance for replacement of the same.	Please advise how AMC charges for Equipment's being replaced should be provided to Bank by Bidder. Will this be mutually discussed at the time of replacement?	Please refer RfP section 6.4.22 Annual Maintenance Contract (AMC) Services.
263	RfP Page: 42 Section: 6.4.4.5	In the event of shifting/ collocation of Data Centre and/or DR Site by SIDBI, the service provider would be required to relocate existing resource or deploy additional resources at the new site as per the requirements. Service provider will also be required to ensure de-installation of all the hardware, supervise packing/ transportation and installation/ commissioning of equipment at new location. No extra cost will be borne by SIDBI for the same. However, packing and transportation will be arranged by SIDBI separately.	The bank will be charged as per the Man day rates provided in the commercial bid and resources being deployed for the same. Please confirm.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
264	RfP Page: 70 Section: 6.4.22	Any equipment coming out of warranty/ AMC currently with third 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.	please advise if the remaining term of the contract will be based on 3 years or 5 years?	It will be aligned with the contract period.
265	RfP Page: 70 Section: 6.4.22	At any stage of the contract, SIDBI reserves the right to terminate the AMC for any of the item(s), with due prior notice to the service provider. Payment made in advance towards the AMC charges of the items being taken out of AMC shall be adjusted from the payment for the following quarter. Service provider shall raise invoices for subsequent quarters after deducting the AMC charges for the items taken out of AMC	The bank cannot terminate the AMC once the new year has started. Most OEMs will be providing the Bidder with Yearly quotes for AMC which cannot be cancelled. Request this clause to be deleted	No Change.
266	RfP Page: 70 Section: 6.4.22	In case bank desires to have the AMC of these items beyond the 'AMC To Date', the Service provider shall continue to provide the AMC services till the replacement of these items at the AMC rate applicable for the last quarter or average AMC rate applicable for last 4 quarters, whichever is less.	This will not be true in cases where the item has gone beyond end of life / support from OEM. In these cases, the charges for the AMC will be higher and will be mutually discussed.	NO Change.
267	RfP Page: 70 Section: 6.4.22	If SIDBI acquires new IT asset(s) after the start of this contract and after the expiry of essential warranty period bank decides to go for the AMC of these items with service provider, AMC rate for	This can be mutually discussed in Good faith. For Eg: If the OEM of the new equipment is different, the rates may be different. All	NO Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		such items will be determined based on the unit AMC rate already decided for the similar other item	additional Equipment AMC can be mutually discussed between bidder and SIDBI	
268	RfP Page: 88 Section: 7.3	After expiry of the contract period of 05 years, contract may be extended for a period of 01 year or part thereof on the same terms and conditions.	Extensions of the Contract will be mutually discussed between Bidder and SIDBI based on prevailing market rates and conditions	NO Change.
269	RfP Page: 108 Section: 8.24	SIDBI reserves the right to stop availing of part of the services anytime during the contract period without assigning any reason thereof, with a prior written notice of 30 days.	We request that the notice period come in line with Termination for convenience notice period of 90 Days.	NO Change.
270	RfP Page: 111 Section: 8.29	The bank has proposed quarterly in arrears payment terms for AMC	All OEMs will be charging the bidders yearly in advance for the AMC. We request bank to change the AMC payment terms to Yearly in advance	NO Change.
271	RfP Page: 112 Section: 8.29	100% of the payable for each quarter will be paid in the subsequent quarter	At the end of the third month, Bidder will raise an invoice. This invoice will be paid in 30 days. Please confirm if this is the correct understanding.	Please refer RfP section 8.29 (2) of Payment Terms.
272	RfP Page: 112 Section: 8.29	Payment in case of Termination of contract – In case the contract is terminated payment towards services will be made on pro-rata basis, for the period services have been delivered, after deducting applicable liquidity damages, TDS/other taxes and adjusting other pending charges, if any	In the event of termination of this agreement, Service provider will be entitled to receive payment for all services rendered (delivered) and ordered up to the effective date of termination. AMC for that year will be paid for in full	Payments for the services delivered/ rendered shall be made as per the payment terms in the RfP.
273	RfP Page: 117 Section: 8.39.3	Notwithstanding the provisions of the Contract and/or the Bid Documents, the Bank at its sole	We request an addition, that the bank will not terminate this contract for the bank's	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 90 days' notice sent to the bidder, may terminate the Contract, in whole or in part, at any time during the contract period. The notice of termination shall specify the brief reason for such termination, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective	convenience for the first 12 months of the same.	
274	RfP Page: 143 Section: 10.3	Net Present Value (NPV) would be calculated for the value, quoted for all the five years, to arrive at derived commercial bid value for evaluation. [NPV formula of Microsoft Excel Worksheet shall be used for the purpose	Please share an example calculation. There is a confusion as the AMC period is for 3 years and the NPV will be done for 5 years.	NPV shall be done of yearly costs including the cost of managed services and cost of AMC services, for respective years. For the year, where there is not AMC Cost, same shall be take as zero. For further details, please refer Annexure-XVII – Commercial Bid.
275	RfP Page: 31 Section: 6.1.8	a. Dynamic Scalability e. Higher availability of systems and data - 24x7x365 d. Lower risk of data loss j. Availability of 'IT Infrastructure on Demand'.	Mentioned objectives have dependencies on existing technical architecture for applications and infrastructure. Please confirm of the IMS provider will operate under the current systems design limitations and will be measured solely upon the service SLA's as per the RFP	Yes.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
276	RfP Page: 38	Summary of Support Call	Can data about the median call resolution time for the given domains be shared to use as baseline.	For call support data, please refer RfP section 6.4.4 Service / Help Desk.
277	RfP Page: 42 Section: 6.4.4.5	Miscellaneous services	A. Can onetime activities like DC/DR shifting/system upgrades be considered as part of augmented scope additional to the baseline RFP to be mutually agreed on separately. B. Subsequently please share Available & Approved Process to deal with new projects requests. Some data points around Projects per month would help CtrlS to adequately plan resource capacity.	A. No change. B. Details shall be shared with selected bidder on need basis.
278	RfP Page: 49 Section: 6.4.10	Middleware – Application Management Services #Number of servers/ instances may change depending on the business/ infrastructure requirements.	Request to have a baseline in terms of instances to be supported/tickets generated for the RFP estimation and/or additionally projection of estimated increase in the future for the same.	Details given at RfP section 6.4.10 Middleware – Application Management Services, may be referred for the purpose.
279	RfP Page: 90 Section: 7.6.3	Service Level Targets	Please confirm if the Resolution Time will exclude SIDBI/ third party dependent activities and an appropriate demarcation of the respective boundaries will defined as part of SOP	Yes. For details, refer RfP section 7.6 Service Level Monitoring
280	RfP Page: 90 Section: 7.6.3	Service Level Targets	Service Window, Response & Resolution SLAs must be different for Production & Non-production systems to rightly use the	No change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
			resources. Please provide data points around the same, if it is available.	
281	NA		Will it be Ok with Bank for Shared Services support from remote NOC/ SOC facilities together with few resources sitting onsite?	No change.
282	RfP Page: 76 Section: 6.7	Service Window	<p>A. Please explain the baselines for number of resources expectations shared in the RFP at Mumbai, Chennai & Lucknow locations.</p> <p>B. Apart from the mentioned timelines does the Service provider need to support any 24*7 operations?</p>	<p>A. Please refer RfP section Minimum requirement of on-site Resources</p> <p>B. In case of any critical requirements or breakdowns or any other emergent situation, bidder is required to extend support beyond prescribed service windows without any additional cost to the Bank. In addition, please see the following para at page 85 of RfP section 6.8.3: "In addition to the service window indicated as against each service vertical, depending on the bank's requirements the services may be occasionally required on bank holidays/ Sundays/ Gazetted Holidays and beyond the specified service window. Provision must be built by the bidder to provide</p>



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
				these occasional services without any additional cost."
283	NA		What is the current Change, Problem (RCA) and Configuration management process for respective service categories?	Same shall be shared with selected bidder.
284	RfP Page: 42 Section: 6.4.5	Data Centre & DR Site Operations Management	Please provide additional clarity on facilities provided for on-site teams (workstations, telephones etc), access privileges and ownership of provisioning of any additional materials required for execution of the services at the respective locations	It is reiterated that the workstations, internet access, telephone etc. shall be provided by SIDBI at respective locations. Other responsibilities of the Bank for each of the service areas have been mentioned in the RfP.
285	RfP Page: 15 Section: 8.6	Sub Contracting	Bank needs to allow subcontracting apart from Hardware AMC	No Change.
286	RfP Page: 134 Section: 5	The bidder should have minimum average annual turnover of INR 200 Crore during any two of the last three financial years ending March 2020, out of Indian Operations.	Request you relax this criterion to average annual turnover of INR 100 during any two of the last three financial years ending March 2020.	No Change.
287	RfP Page: 135 Section: 7	The respondent must have experience of on-site IT infrastructure management, similar to scope of this RfP, in All India Public Financial Institutions or Scheduled Commercial Banks / PSUs / Govt. Organizations having at least 50 branches spread across multiple states/regions in India, during last 03 years as on December 31, 2020, where the bidder has set up facilities for centralized	Request you to reframe the clause as <i>The respondent must have experience of on-site IT infrastructure management, similar to scope of this RfP, in All India Public Financial Institutions or Scheduled Commercial Banks / PSUs / Govt. Organizations in India, during last 03 years as on December 31, 2020, where the bidder has set up facilities for centralized</i>	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
		management of IT infrastructure at the customer's premises.	<i>management of IT infrastructure at the customer's premises.</i>	
288	RfP Page: 135 Section: 8	The bidder should have at least following number of customer reference for All India Public Financial Institutions or Scheduled Commercial Banks / PSUs / Govt. Organizations, for projects of similar in nature as to the scope of this RfP: a. 01 Project of order value of 30 crore or more. OR b. 02 Projects each of order value of 20 crore or more. OR c. 03 Projects each of order value of 15 crore or more.	Request you to relax the clause as - <i>The bidder should have at least following number of customer reference for All India Public Financial Institutions or Scheduled Commercial Banks / PSUs / Govt. Organizations, for projects of similar in nature as to the scope of this RfP:</i> <i>a. 01 Project of order value of 1 Crore.</i>	No Change.
289	RfP Page: 140 Section: A1	Experience in below mentioned domains for providing services in All India Public Financial Institutions or Scheduled Commercial Banks / PSUs / Govt. Organizations having at least 50 branches spread across multiple states/regions in India. <ul style="list-style-type: none"> • Database management • Server administration (Windows, Linux, Unix) • Mail management • SAN Administration • Enterprise Backup Management • Security management • Management of DR Site 	Request you to remove 50 branches statement from the clause.	No Change.



PRE-BID CLARIFICATIONS

S. No.	Page/ Section No. in RfP	Description	Bidder(s) Query	SIDBI's Response
290	RfP Page: 141 Section: A1	Number of applications supported for any All India Public Financial Institutions or Scheduled Commercial Banks / PSUs / Govt. Organizations each having at least 50 offices across India.	Request you to remove 50 branches statement from the clause.	No Change.
291	RfP Page: 141 Section: A2	Number of projects for Managing Help Desk for All India Public Financial Institutions or Scheduled Commercial Banks / PSUs / Govt. Organizations each having at least 50 offices across India, using Help Desk Software.	Request you to remove 50 branches statement from the clause.	No Change.
