



PRE-BID CLARIFICATIONS

Pre-bid meeting for the aforesaid RfP was held at SIDBI Office Premises on June 27, 2019. Based on discussions with the bidders during the meeting and queries sent by the bidders, following clarifications may please be noted.

1. In **Annexure - IV Technical Bid**, clause as at Sr. No. 10 in the table stands revised as under:

Existing Clause			Revised Clause		
10	Management Access	10/100 Mbps Ethernet (RJ-45), in-band over Fibre Channel, serial port (RJ-45), and one USB port.	10	Management Access	1 Gig Ethernet (RJ-45), in-band over Fibre Channel, serial port (RJ-45), and one USB port.

2. **Para 3.5.1 at Page 10** stands revised as under:

Existing Clause	Revised Clause
<p>3.5.1. Bidder shall configure and connect 2Gbps Sun Tape Library (SL 500) Robotic Arm to the new SAN Switch using an 8Gbps SFP module from existing HP Storage works 8/24 SAN Switch and connecting it to the new Switch. Compatibility issues, if any, faced in this regard shall be resolved by the bidder.</p>	<p>3.5.1. Bidder shall configure and connect 2Gbps Sun Tape Library (SL 500) Robotic Arm to the new SAN Switch using an 8Gbps SFP module from existing HP Storage works 8/24 SAN Switch and connecting it to the new Switch. Alternatively, in case of any technical issues faced in using existing 8Gbps SFP module, the 2Gbps Sun Tape Library (SL 500) Robotic Arm may continue to be connected to the existing switch and communicate to the devices connected to new switches through Inter-Switch Link (ISL) trunking will be considered & the same will be configured by the bidder as mentioned at para 3.1.6.</p> <p>Compatibility issues, if any, faced in this regard shall be resolved by the bidder.</p>

3. The other queries as received from different bidders are tabulated below. SIDBI's response/comments to these queries is given in the last column of the table:



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S. No.	Page/ Section No. in RfP	<u>Description</u>	Bidder(s) Query	SIDBI's Response
1	Page 19, Minimum Eligibility Criteria, 3	The bidder should have a minimum average annual turnover (Gross Income excluding other Income) of ₹3 crore out of Indian operations from the sales of IT hardware / software over the last three (03) financial years.	Financial details for Year FY 2018-19 is under Auditing. Request bank to consider the Last 3 financial Year as FY 2015-16, 2016-17 & 2017-18.	No Change. However, in the absence of audited financial results for FY2018-19, bidders may submit CA Certificate indicating provisional financial details viz. Annual Turnover, Cash Profit and Net Worth.
2	Page 9, 2.3.14.	The hardware supplied as part of this RfP should be maintained by the bidder and OEM for at least 07 years (i.e. Five years warranty and two years AMC) from the date of acceptance of the hardware/solution by the Bank.	Request Bank to modify clause as "The hardware supplied as part of this RfP should be maintained by the bidder and OEM for at least 07 years from the date of acceptance of the hardware/solution by the Bank or from 90th Day from the date of delivery of material at site whichever is earlier."	No Change.
3	Page 26, 8.3.1. Warranty	The warranty of all the hardware items shall be on-site, comprehensive, back-to-back from respective OEMs, for a period of 05 years from the date of acceptance.	Request Bank to modify clause as "The warranty of all the hardware items shall be on-site, comprehensive, back-to-back from respective OEMs, for a period of 05 years from the date of acceptance or from 90th Day from the date of delivery of material at site whichever is earlier"	No Change
4	Page 33, 9.11.1.	Bank reserves the right to carry out Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance as under: a. Inspection/ Pre-shipment Testing of Goods including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards/specifications may be done at factory site of the Supplier before dispatch of goods, by the Bank/ Bank's	Request Bank to confirm this factory inspection requirement. Since few OEM's Factory will be located outside country also & bidder to factor the expenses for this like lodging and travelling e.t.c for the same.	No Change. However, if Bank decided to go for Inspection and Quality Control tests, all expenses towards boarding, lodging and travelling shall be borne by the Bank.



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		Consultants /Testing Agency. The supplier should intimate the Bank before dispatch of goods to various locations/ offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier.		
5	Page 34, 9.12.1.	The Bidder should deliver the goods within Four Weeks from the date of purchase order.	Request Bank to provide minimum 6 weeks for the delivery of material from Inspection/ Pre-shipment Testing Date.	Agreed. Clause stands revised as under: "The Bidder should deliver the goods within Six Weeks from the date of purchase order."
6	Page 25, 8.2. Terms of Payment	Additional Query	Request Bank to confirm that:- balance payment will be released if the Site is not ready for installation due to any unforeseen circumstances from bank side for more than 30 days from the date of Delivery of Material.	No Change
7	Page 25, 8.2. Terms of Payment	<p>8.2.1. 50% payment:</p> <p>i. On delivery and verification of item.</p> <p>ii. Submission delivery challans duly signed, stamped and dated by SIDBI officials.</p> <p>8.2.2. 40% payment:</p> <p>i. On completion of Installation, configuration, migration of devices to new switches as per Scope of Work and</p> <p>ii. Submission of Installation certificate by the vendor as per format given in Annexure – XII duly signed, stamped and dated by the Bank officials.</p> <p>8.2.3. 10% payment</p> <p>i. On Acceptance of equipment by the Bank.</p>	Request bank to release 70% payment towards delivery of material and 20% towards Installation and Balance 10% on acceptance and submission of PBG and other required Legal documents.	No Change



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		ii. Submission of performance Bank Guarantee equivalent to 10% of the contract value. The BG shall be valid for a period of 60 MONTHS from the date of acceptance with invocation period of additional THREE months beyond expiry of warranty i.e., 60 months + 3 months. The performance bank guarantee should be as per the format given in Annexure –XIV. iii. Submission of Back to back warranty certificate from OEM valid for a period of 05 years from date of acceptance and iv. In case bidder does not submit PBG, the final 10% payment would be released after 03 months from completion of warranty period.		
8	Page 40, 9.31. Limitation of liability	Save and except the liability under Section of "IPR Infringement" and "Indemnity provision" in Clause 9.30 and Clause 9.37 respectively herein below, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value.	we request that the indemnity to be capped and any reference of the same to be deleted from the Limitation Liability clause.	No Change
9	Page 19, Clause 5	The bidder should have positive net worth and cash profit [i.e., no cash loss] in 02 years out of last 03 years.	The bidder should have positive net worth and or cash profit [i.e., no cash loss] in 02	Agreed.



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			years out of last 03 years.	Clause stands revised as under: "The bidder should have positive net worth OR cash profit [i.e., no cash loss] in 02 years out of last 03 years."
10	Page 25, Clause 8.2	Payment terms: 50% on Delivery 40% on Installation 10% on Acceptance	Payment terms: 70% on Delivery 20% on Installation 10% on Acceptance	No Change
11	Page 34, Clause 9.12.	The Bidder should deliver the goods within Four Weeks from the date of purchase order.	The Bidder should deliver the goods within Four Six Weeks from the date of purchase order.	Agreed. Clause stands revised as under: "The Bidder should deliver the goods within Six Weeks from the date of purchase order."
