SI.No.	RFP Page No	RFP Clause No	Existing Clause	Query/ Suggestions	IT-TSS Response
31.NU.	NO	140		Dimension Data already has an existing MSA with State Bank of India, dated June 28, 2016. We request SBI, to confirm that in case of Dimension Data becoming a successful bidder, the terms and conditions of the existing MSA shall prevail and Parties shall execute necessary Purchase Orders under the said MSA. Subject to the same, the following are some specific comments on the RFP	NO, we will enter SLA separately.
			Appendix–Q PRE CONTRACT INTEGRITY PACT 6. Fall Clause The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems 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 or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank 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.		Not Applicable (Contract is lessthan 10Cr)
2	124	6	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		

3	27	27	providing such software/firmware to the Bank, which includes support from the software/firmware vendor for the proposed software for the entire period required by the Bank. (d) The ownership of the supplied hardware shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the hardware is indicated, the name "State Bank of India" must appear to indicate that the Bank is the perpetual owner of the hardware including use of software license embedded to the hardware in perpetuity. Evidence to this effect must be submitted before the payment can be released.	will be governed by the End User License Agreement between SBI and the Software Licensor. All IP Rights, warranties, indemnities etc. in respect of such software/firmware shall be as per the End User License Agreement from the Software Licensor. Please confirm understanding of this	No Change in RFP Terms
4	28	29	WARRANTY AND ANNULAL MANINTENANCE CONTRACT	products/software supplied will be as per the OEM/OSD warranty terms and conditions and Bidder being an authorized reseller, will pass on such warranties "as-is". to the Bank.	No Change in RFP terms. Service Provider should be able to provide unhindered service for any such product/software.

			RIGHT TO AUDIT i. The Selected Bidder (Service Provider) shall be	Please confirm that as part of any audit Bidder shall not be required to disclose its financial information, profits, books of	Bidder to refer clause 33 (iii). No
			subject to annual audit by internal/ external Auditors	accounts, costs breakups etc. and audit shall be strictly restricted	change in RFP terms.
			appointed by the Bank/ inspecting official from the	to the services provided by the Bidder to the Bank.	
			Reserve Bank of India or any regulatory authority,	to the services provided by the blader to the bank.	
			covering the risk parameters finalized by the Bank/		
			such auditors in the areas of products (IT hardware/		
			Software) and services etc. provided to the Bank and		
			Service Provider is required to submit such		
			certification by such Auditors to the Bank. Service		
			Provider and or his / their outsourced agents / sub –		
			contractors (if allowed by the Bank) shall facilitate the		
			same The Bank can make its expert assessment on the		
			efficiency and effectiveness of the security, control,		
			risk management, governance system and process		
			created by Service Provider. Service Provider shall,		
			whenever required by the Auditors, furnish all relevant		
			information, records/data to them. All costs for such		
			audit shall be borne by the Bank. Except for the audit		
			done by Reserve Bank of India or any		
			statutory/regulatory authority, the Bank shall provide		
			reasonable notice not less than 7 (seven) days to		
			Service Provider before such audit and same shall be		
			conducted during normal business hours.		
			ii. Where any deficiency has been observed during		
			audit of Service Provider on the risk parameters		
			finalized by the Bank or in the certification submitted		
			by the Auditors, Service Provider shall correct/resolve		
			the same at the earliest and shall provide all necessary		
	31-32	33	documents related to resolution thereof and the		
3	31-32	33	auditor chall further cortifu in respect of resolution of		

6	32	i. The insurance shall be for an amount equal to 100 percent of the value of the Products from place of dispatch to final destination on "All Risks" basis, valid for a period of one month after delivery of Products at the defined destination. ii. Should any loss or damage occur, Service Provider shall: (a) initiate and pursue claim till settlement and (b) promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.	transit insurance upto 100% of value of products supplied until delivery of the products to SBI designated locations.	One month post Delivery is stipulated to cover implementation period
		i. The maximum aggregate liability of Service Provider, subject to clause 37 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.	We request capping liability to the annual value of the contract, irrespective of whether the liability arises under contract, tort or indemnity. We are okay with the exceptions to limitation of liability, except that, in respect of IPR infringement, we request your confirmation that the same is in respect of the services provided by the Bidder. Where products/software supplied are concerned, the same will be governed by the OEMs/Software Licensors' terms and conditions.	NO CHANGE
7	33	respect to: (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider, (c) damage(s) 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.		

			DEL AVIAL CERVICE PROVIDERIC PERFORMANCE	Discourse Constitutive standard to Patients Constitutive Standard	
				Please confirm that Vendor shall not be liable for any delay if such	YES
				delay is due to reasons attributed to or contributed by the Bank.	
			performance by Service Provider may result in		
			imposition of penalty, liquidated damages, invocation		
			of Bank Guarantee and/or termination of Contract (as		
			laid down elsewhere in this RFP document).		
8	34	39			
			INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP	– In respect of products/equipment/ software required to be	No change in RFP terms. Bidder
			i. For any technology / software / Product supplied by	supplied, we are not an OEM/Software Licensor but a reseller and	to refer clause 27 (ix) and 42 of
			Service Provider for the Bank as part of this RFP,	integrator of the OEM products and Software Licenses. In view of	RFP.
			Service Provider shall have right to use as well as right	this, please confirm that any third party/OEM products/software	N. 1 .
			to supply such Product including embedded software /	supplied by us shall be subject to the third party license terms	
			hardware. The Bank shall not be liable for any license	between Bank and the OEM/Software Licensor. IPR rights in	
			or IPR violation on the part of Service Provider.	respect of third party/OEM products/software will also be as per	
			ii. Without the Bank's prior written approval, Service	terms and conditions from such OEM/Software Licensor and the	
			provider will not, in performing the Services, use or	same shall be passed on to Bank "as-is".	
			incorporate link to or call or depend in any way upon,		
			any software/hardware or other intellectual property	Further, all indemnities in respect of such third party	
			that is subject to an Open Source or Copy left license	products/software, shall be as per indemnification provisions	
			or any other agreement that may give rise to any third-	provided by such OEMs/Software Licensors.	
			party claims or to limit the Bank's rights under this		
			RFP.		
			iii. Subject to clause 42.iv and 42.v of this RFP, Service		
			Provider, at its own expenses without any limitation,		
			indemnify and keep fully and effectively indemnified		
			the Bank against all costs, claims, damages, demands,		
			expenses and liabilities of whatsoever nature arising		
			out of or in connection with all claims of infringement		
			of Intellectual Property Rights, including patent, trade		
			mark, copyright, trade secrets or industrial design		
			rights of any third party arising from the Services or		
			use of software/Product under this RFP.		
			iv. The Bank will give (a) notice to Service Provider of		
			any such claim without delay/provide reasonable		
			assistance to Service Provider in disposing of the		
			claim; (b) sole authority to defend and settle such		
			claim and; (c) will at no time admit to any liability for		
	25.26		or express any intent to settle the claim provided that		
9	35-36	42	(i) Conico Providor shall not partially sottle any such		

	1		LIQUIDATED DAMAGES	Disease and fines that in home lieutidated demandes and fines in	
			LIQUIDATED DAMAGES		NO CHANGE
				agreed, the same shall be Bank's sole and exclusive remedy	
				against the Bidder in respect of violation of service levels where	
10	95	43		such liquidated damages are imposed.	
			TERMINATION FOR DEFAULT		WE CONCUR.
			i. The Bank may, without prejudice to any other	Bidder has failed to rectify or remedy the default within the notice	
			remedy for breach of Agreement, written notice of not	period of 30 days. Further, please confirm that termination shall	
			less than 30 (thirty) days, terminate the Agreement in	not affect the rights of Bidder accrued prior to termination and	
			whole or in part: (a) If Service Provider fails to deliver	Bidder shall be entitled to be paid for the work delivered	
			any or all the obligations within the time period	successfully under the RFP.	
			specified in the RFP/Agreement, or any extension		
			thereof granted by the Bank;		
			(b) If Service Provider fails to perform any other		
			obligation(s) under the RFP/Agreement;		
			(c) Violations of any terms and conditions stipulated		
			in the RFP;		
			(d) On happening of any termination event mentioned		
			in the RFP/Agreement.		
			Prior to providing a written notice of termination to		
			Service Provider under clause 46 (i) (a) to 46 (i) (c), the		
			Bank shall provide Service Provider with a written		
			notice of 30 (thirty) days to cure such breach of the		
			Agreement. If the breach continues or remains		
			unrectified after expiry of cure period, the Bank shall		
			have right to initiate action in accordance with above		
			clause.		
			ii. In the event the Bank terminates the Contract in		
			whole or in part for the breaches attributable to		
			Service Provider, the Bank may procure, upon such		
			terms and in such manner as it deems appropriate,		
			Services similar to those undelivered, and subject to		
			limitation of liability clause of this RFP Service Provider		
			shall be liable to the Bank for any increase in cost for		
11	42	46	such similar Product and / or Services. However,		
			Corries Dravidor shall continue performance of the	I .	

		i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or	We request that in the event of Termination for Convenience, the Bank shall apart from paying Bidder for the Services rendered (delivered) up to the effective date of termination, shall also pay the Bidder, such costs, which Bidder is unable to mitigate as a result of termination. Eg. Payment for orders placed with OEMs where such orders cannot be cancelled or where cancelation charges are levied.	NO CHANGE
12	44		24 Active Ports of 16/32Gbps. FC Switches should be of DataCenter standard with provision of two I/P Power Supplies."	Supply of Two (02) for each location (Total 4 Nos.) 48-Port FC/SAN Switches (Cisco/Brocade only) with a minimum of 24 Active Ports of 32Gbps Speed on each Switch. FC Switches should be of DataCenter standard with provision of two I/P Power Supplies.
13	55	The servers connecting/communicating with Storage Boxes on SAN are SUN X2-4, SUN X4-2 & Cisco UCS C220M3 Models. These Severs are currently installed with 8Gbps HBA and the same needs to be upgraded matching the speed of Storage Boxes (if required).		Cisco UCS C220M3S (02 Servers): Dual 16Gb FC PCle HBA, Qty - 01 per Server Total Dual 16Gb HBAs: 02 (TWO)
15	57	Array should be supplied with one global Hot-Spare Disk for every 12 disks of same capacity and speed and a minimum of 4 Hot-Spare Disks for the complete Storage Box.	spood" which would be inline with OEM best practices	Array should be supplied with one global Hot-Spare Disk for every 18 disks of same capacity and speed.

			2 years Warranty + 5 years comprehensive AMC post warranty (24x7 comprehensive onsite support including Sundays and Holidays) and from vendor / OEM with maximum 2-hour response time / 4-hour Call-to- Resolution. In case of Disk failure, the faulty disk will be retained/maintained /destroyed by SBI.	Warranty + 2 years comprehensive AMC post warranty (24x7 comprehensive onsite support including Sundays and Holidays) and from yendor / OEM with maximum 2-hour response time / 4-	5 years Warranty + 2 years comprehensive AMC post warranty (24x7 comprehensive onsite support including Sundays and Holidays)
16	60	29			
			Supply of Two (02) FC/SAN Switches with a minimum of 16 Active Ports on each Switch	with a minimum of 24 Active Ports on each Switch" which would be inline with point no 3 of technical specs.	Supply of Two (02)(Total 4) 48-Port FC/SAN Switches (Cisco/Brocade only) with a minimum of 24 Active Ports of 32Gbps Speed on each Switch. FC Switches should be of DataCenter standard with provision of two I/P Power Supplies.
17	65	2			
		32. INSPECTIO N AND	i. The Bank reserves the right to carry out pre- shipment inspection or demand a demonstration of the Product on a representative model at Service Provider's location.	travel, boarding, lodging & other incidental expenses of the Bank's representatives.	Bank will bear the charges of the visiting official as per its policy. However charges occuring o/a of vendors facilitating the Inspection & Audit will be borne by them.
18	30	TESTING:	40 Charild be supported with a Casta Casta	This alone is seen and and have been seen as it is	la di
19		Appendix-E Appendix and Payment Schedule	19. Should be supported with any Data Center migrations (by SBI) with no additional cost (except for the logistics) at any point of time during the lifecycle/AMC.	This clause is open ended and has huge commercial impact. Request bank to amend the clause as mutually agreed terms in place of no additional cost.	No Change

20	Ap an Pa		Term of the Project - Project Schedule; Milestones and delivery locationsThe storages must be delivered, installed and commissioned within 1 month of the date of PO at both Primary and BCP/DR sites	Request Bank to provide minimum 8 weeks for the delivery and 2 weeks for installation of Storage (total 10 Weeks from PO date)	Term of the Project - Project Schedule; Milestones and delivery locationsThe storages must be delivered, installed and commissioned within 8 Weeks of the date of PO at both Primary and BCP/DR sites
21	Ap an Pa	ppendix-E ppendix	TrainingTraining to the identified SBI officials (minimum 5)	Request Bank to share more details for the training requirement as Location, No of days and max number of People Etc	Vendor to decide Training period and Location
			Payment schedule For Product 35% payment against supply, 55% Payment against Installation and Commissioning at both PR & DR sites. 10% Payment after 6 months or on submission of enhanced Bank Guarantee for the equivalent amount. For AMC Quarterly/Half Yearly in advance at the beginning of the maintenance year, subject to furnishing of PBG as stipulated above.	Request Bank to consider the payment terms as For Product 70% payment against Delivery 30% payment against Installation and submission of Performance bank Gurantee as specified in RFP. (In case, site is not ready for installation from Bank for morethan 15 days of delivery date, Bank will release the payment towords installation. Bidder will be responsible for completing the installation as per RFP scope as and when site is ready from Bank side.) For AMC Yearly in advance at the beginning of the maintenance year.	70% of Hardware cost on delivery. 90% on "Go Live" on Total Cost excluding AMC cost less amount already paid. 10% after 6 months or on production of PBG.
22	A	ppendix-E Appendix and Payment Schedule		Please amend this clause as under: For Product 80% payment against supply, 10% Payment against Installation and Commissioning at both PR & DR sites. 10% Payment after submission of 10% PBG. For AMC Quarterly/Half Yearly in advance at the beginning of the maintenance year, subject to furnishing of PBG as stipulated above.	70% of Hardware cost on delivery. 90% on "Go Live" on Total Cost excluding AMC cost less amount already paid. 10% after 6 months or on production of PBG.

			I	T
		Payment schedule	Kindly confirm if separate PBG required for the AMC Period for	Yes.
			getting payment.	Separate PBG will have to be
		For Product		submitted for the AMC period linked
		35% payment against supply,		_ ·
		55% Payment against Installation and Commissioning		to the value of AMC before
		at both PR & DR sites.		commencement of AMC period.
		10% Payment after 6 months or on submission of		
		enhanced Bank Guarantee for the equivalent amount.		
		For AMC		
	Appen	dix-E Quarterly/Half Yearly in advance at the beginning of		
	Appen	dix the maintenance year, subject to furnishing of PBG as		
	and	stipulated above.		
	Payme	nt		
23	66 Schedu	ule		
		Performance security should be in form of BG should	Request Bank to ask separate PBG for 2 years on product value	Separate BG will be taken for
		be valid for 7 year(s) and three months from the	and 5 years on AMC value. It is very difficult to get PBG for 7 years	Warranty and AMC period.
	12 0-4	affective data of the accusus at	and 3 months.	warranty and Aivic period.
24	13.Bar 4 Guara	IK		
24	4 Guarai			
		4. Migration of existing storage data (Max. 20TB) to	Please share the type of data (Max 20TB) that has to be migrated	Existing Storage Volumes (mapped
	Appen	dix- the new 100TB Storage.	to the proposed storage.	from Solaris 11 on VNX 7500) should
	E			be migrated.
	Appen	dix		3 * * * * * * * * * * * * * * * * * * *
	and			
	Payme			
	Sched			
	Descri	ptio		
	n of			
	Service			
	Detaile			
	require	eme		
	nt of			
	Produc	cts/S		
	ervices	5		
	desire	d		
	under	the		
	RFP.			
25	63			

26	56	Appendix-C Technical & Functional Specificati ons	10. Capacity: - The proposed storage should be configured with minimum of 100TB usable capacity on RAID 6 consisting of 100% NVMe flash drives. This should be	RAID6 but not RAID 6. so kindly ammend it RAID DP	RAID-DP / RAID-6 or Equivavalent (not Lower)
27	115	4. Miscellane ous , (i)	(i) The Agreement shall be effective from	we propose to reduce the term of maintaining the obligation to 2 years post termination of the agreement	Agreed.
28	33	36. VALIDITY OF AGREEME NT	The Agreement/ SLA will be valid for the period of 5 year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.		SLA will be valid till the entire period of contract.
29	44	49. TERMINATI ON FOR CONVENIE NCE	i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.		NO CHANGE

		Appendix–	comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 24 months from date of installation or 26 months from date of	Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 24 60 months from date of installation or 26 63 months from date of delivery, whichever is earlier.	Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 60 months from date of installation or 63 months from date of delivery, whichever is earlier.
30	79		in the equipment and shall repair/replace worn out or		Onsite L1-Support (Primary Site/Client Location) should be available from 08:00AM to 10:00PM on all Bank Working Days and as per the requirement of Bank during Holidays/Sundays.
31	79	L L			
32	43	46.iV	= :		Transition period cannot be limited to 3 months. Payment will be made during the transition period as per the SLA.

33	43	46.iV	If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.	Please make the Transition Penalty Cap to 5%.	NO CHANGE
24	44	40:	The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).	make it at least 180 Days.	In the instant case this clause will pertain to services only 90 days period should be sufficient. Vendors may insist the OEM to align their policy to that of the Bank.
35	63	Appendix-E(Clause no:7)	Onsite L1 Support @PR Site/Client Location from 08:00hrs to 22:00 hrs on all the Bank working days/as per the requirement.		Onsite L1-Support (Primary Site/Client Location) should be available from 08:00 AM to 10:00PM on all Bank Working Days and as per the requirement of Bank during Holidays/Sundays.
37	3	11	Tender Fee- Rs Amount should be deposited in A/c No. 37608352111, IFSC - SBIN0011343 Account Name: Sys. Sus. Br. Parking Account	Tender Fee value is not mentioned in RFP. Please confirm if there is any.	NIL
38	4	13	PBG : Performance Security in form of BG should be valid for 7 year(s) and three months from the effective date of the Contract.	PBG valid till warranty Period. PBG for AMC period.	Yes. Value of PBG will be linked to the Total hardware cost during the Warranty period and to the value of AMC during AMC period

	1		In	I	1 -
			Preventive maintenance: Vendor shall conduct	As per industry practice request you to make Preventive	Agreed.
			preventive maintenance (including but not limited to	maintenance quaterly.	
			inspection, testing, satisfactory execution of all		
			diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment, and		
			necessary repair of the Equipment) once within first 15		
			days of the installation once within the first 15 days of		
			every alternate month during the currency of the		
			Contract on a day and time to be mutually agreed		
39	81	l _i	upon.		
40	-	-	-	What is the Bandwidth between DC and DR.	10Gig Shared Backhaul Link
41	<u> </u>	_	-	What is the size of Data to be migrated.	20TB (Approx)
			-	What is the RPO/RTO	RPO - Recovery Point Objective - 5
					Minutes
					RTO - Recovery Time Objective - 60
42	-	-			Minutes
43	-	-	-	Please confirm whether existing server are virtualized or not	NO
44	-	-	-	If it is virtualized ,please confirm which Hypervisor is used for virtualization	Not Applicable
45	-	-	-	Please confirm no of VM to be migrated	NO
46	_	_	-	What is the current operating system is used in there virtual machine	Not Applicable
47	_	_	-	We are assuming that RACK SPACE, POWER, and cooling will be provided by Bank	YES
			-	Please provide the detail configuration of existing server	Sun X4-2 x86, Sun X2-4 x86, Cisco
					UCS C220M3S
					Operating Sytems:
					Solaris 11
					RHEL 7.x
48	-	_			MS Windows 2012 R2
			-	Are Bank planning to replace existing SAN SWITCH or adding new	Replacing Existing Cisco 9148 SAN
49	-	-		switches in the current architecture or Fabric	Switches (02)

50 52	-	-	-	If we are adding new switch in current architecture / fabric ,Pleas share the detailed configuration specification of existing SAN switches Vulnerability assessment will be Owned By Bank.	Supply of Two (02)(Total 4) 48-Port FC/SAN Switches (Cisco/Brocade only) with a minimum of 24 Active Ports of 32Gbps Speed on each Switch. FC Switches should be of DataCenter standard with provision of two I/P Power Supplies.
			(b) Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the Equipment could not be repaired or rectified during the said period, the engineers of the Vendor are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the Equipment need replacement, the Vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. For this purpose the Vendor shall keep sufficient stock of spares at its premises.		(b) Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment as round the clock as per Bank's requirement. In case any defects, faults and failures in the Equipment could not be repaired or rectified during the said period, the engineers of the Vendor are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the Equipment need replacement, the
					Vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. For this purpose the Vendor shall keep sufficient stock of spares at its premises.(To be amended in the RFP)