

**BANK's RESPONSE DATED 10.08.2023 TO PRE-BID QUERIES**

**REQUEST FOR PROPOSAL FOR PROCUREMENT OF SOFTWARE SOLUTION/ SERVICE OF MICROSOFT SOFTWARE ASSURANCE AND EXTENDED SECURITY UPDATES FOR WINDOWS 2012R2 OS**

**Ref: SBI/GITC/Core Banking-Tech Operation/2023/2024/1023 dated: 28.07.2023**

S. No.	RFP Page No	RFP Clause No	Existing Clause	Clarification Sought	Response Type	Bank's Response
1	4	14	Bank Guarantee as Rs. 10% of Total Project Cost	We request the Bank to restrict the PBG to 3% of the Total Value. The ESU service is provided by Microsoft and we are just transacting as their authorized partner.	Clarification	PBG to remain 10% as per RFP.
2	16	13(i)(ii)	i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.	The prices should be valid for 6 months from submission and not RA. Pls confirm	Clarification	As per RFP.
			ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA	Bank is request to confirm whether the price validity is from the date of submission or date of RA ?		
3	16	i	Bid shall remain valid for duration of 6 calendar months from Bid submission date.	Generally, Microsoft doesn't offer price validity for 6 months. Assuming SBI has verified this with MS	Clarification	As per RFP.
	16	ii	Generally, Microsoft doesn't offer price validity for 6 months. Assuming MS has verified this with MS	If MS provide us price validity for 6 month, then partner also able to provide the same.		
4	22	25	SYSTEM INTEGRATION	Bidder will only supply the licenses	Clarification	As per RFP
			TESTING & USER ACCEPTANCE TESTING:	Since this is a renewal of SA and ESU. So, what kind of integration testing SBI		

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				expecting from partner. Kindly share an example.		
				The said Clause is not applicable as the bidder scope is to enable the ESU		
5	23	26	SERVICES:	NA to bidders. Bidder will only supply the licenses	Clarification	OEM (Ms Microsoft) back-to-back Software Support arrangement to be ensured by bidder as a part of service.
	23	viii	Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.	As this is a Software SA renewal hence the support should be applicable at software level only and not with Hardware and application layer. Kindly elaborate.		
	23	26	SERVICES:	The said Clause is not applicable as the bidder scope is to enable the ESU		
6	24	27	WARRANTY AND ANNUAL MAINTENANCE CONTRACT	NA to bidders. Bidder will only supply the licenses	Clarification	OEM (Ms Microsoft) back-to-back Software Support arrangement to be ensured by bidder as a part of service.
				The said Clause is not applicable as the bidder scope is to enable the ESU		
7	25	30	INSPECTION AND TESTING:	NA to bidders. Bidder will only supply the licenses	Clarification	Successful testing would ensure that the patches are being issued to the target system with ESU after the expiry of license.
				The said Clause is not applicable as the bidder scope is to enable the ESU		
8	27	34	Limitation of Liability:	All liabilities shall be capped to total project value.	Clarification	As per RFP.
				Bank to note that all third-party infringement claims for resold products to be governed by the EULA between OEM and Bank.		
9	29		TECHNICAL DOCUMENTATION	Kindly list the exact document required	Clarification	As per RFP. (Documents as applicable)
10	31	39 -vi	INTELLECTUAL PROPERTY	Its an extended support and its not perpetual in nature.	Clarification	As per RFP.

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			RIGHTS AND OWNERSHIP:			
11	50	1	Functioning of Software (Windows Server 2012R2 OS beyond EOL on 10th Oct 2023 for ONE Year) i.e from 11-10-2023 till 10-10-2024.	Assuming this is the ask regarding Extended security update for 1 year for windows 2012	Clarification	As per RFP.
12	50	2	Licensing details of Software Solution / Service/ Product	Assuming this in regard to Software assurance for 1 year for windows 2012	Clarification	As per RFP.
13	53	Scope of Work and Payment Schedule Sr# 1 & Sr#4	<b>Requirements/ Remarks</b> Extended Security Updates (ESU) for Microsoft Windows Server 2012R2 along with <b>Microsoft Software Assurance (SA) for period of one year from 11th Oct 2023 till 10th Oct 2024.</b>	Microsoft Software Assurance should be purchased with Licenses or with subscription. If SBI has to renew any expired SA then it has to be from the next day when it expired. Please clarify if SBI wants to renew any expired SA or wants to buy new LSA Subscription. Also the LSA subscription period will be from the agreement effective date whereas the ESU period will be from 10th Oct 2023 to 10th Oct 2024	Clarification	As per RFP.
14	53	1	Extended Security Updates (ESU) for Microsoft Windows Server 2012R2 along with Microsoft Software Assurance (SA) for period of one year from 11th Oct 2023 till 10th Oct 2024.	Please explain which version of OS is it STD or DC.	Clarification	The existing license are Standard Edition. Bidder can provide either of the licenses subject to fulfilment of all the terms as per <b><u>Annexure-E</u></b> of RFP.
15	53	8	Payment Schedule	Please clarify, Payment Term clarity with due in days	Clarification	As per RFP.
16	53	Appendix E - Pt 7	Integration / Migration Requirements with existing Systems	Bidder will only supply the licenses	Clarification	Successful testing/ POC would ensure that the Windows patches and security updates are issued to the target system with ESU after
				Bidder will only resell the licenses and hence all the other terms and conditions should be removed		

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						the expiry of license.
17	53	Scope of Work and Payment Schedule Sr# 1 & Sr#4	<b>Requirements/ Remarks</b> Extended Security Updates (ESU) for Microsoft Windows Server 2012R2 along with <b>Microsoft Software Assurance (SA) for period of one year from 11th Oct 2023 till 10th Oct 2024.</b>	Microsoft Software Assurance should be purchased with Licenses or with subscription. If SBI has to renew any expired SA then it has to be clearly called out and clarified. Please confirm whether the tender is for SA or ESU or both ?	Clarification	As per RFP.
18	54	Appendix E - Pt 8	Help Desk Requirements	Bidders responsibility is to deliver the licenses. Point needs to be removed from the RFP Is SBI looking for MS support or partner support. The said Clause is not applicable as the bidder scope is to enable the ESU	Clarification	OEM (Ms Microsoft) back-to-back software Support arrangement to be ensured by bidder as a part of service.
19	55	Appendix E - Pt 11	Performance Requirements	This is to be provided by OEM	Clarification	OEM (Ms Microsoft) back-to-back Software Support arrangement to be ensured by bidder as a part of service.
	55	Appendix E - Pt 14	Security Requirements	OEM to provide confirmation on the clause.		
20	55	13	The ESU and SA for Windows server 2012R2 must offer the mobility support in terms of License Activation of the DR passive servers and getting Windows patches and Security Updates during DR Drill activities under IBCE as a regulatory compliance requirement.	Need to be clarify if it is Active - Active scenario or Active Passive as we need to get MS confirmation here.	Clarification	Active-Passive scenario.

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21	55	17	The ESU and SA for Windows server 2012R2 must offer the mobility support in terms of License Activation of the DR passive servers and getting Windows patches and Security Updates during DR Drill activities.	Assuming MS will provided all related document to SBI	Clarification	OEM (Ms Microsoft) back-to-back Software Support arrangement to be ensured by bidder as a part of service.
	55	Appendix E - Pt 11	Performance Requirements	We would request the Bank to discuss about the performance requirements with Microsoft as this can only be provided by them.		
	55	Appendix E - Pt 14	Security Requirements	We would request the Bank to discuss about the performance requirements with Microsoft as this can only be provided by them		
22	57	Indicative Price Bid	Indicative Price Bid contains AMC/ATS, Comprehensive warranty, Onsite support and few other items	Does it means that partner has to support here. And what kind of support expected.	Clarification	Indicative Price Bid is for Point 2. (Description of Deliverables) of <b>Appendix-E</b> . (RFP Pg. No-53)
23	57	4	Comprehensive annual maintenance/ATS/S &S for Software Solution mentioned above for ___years, including annual renewal cost, if any, after the end of comprehensive warranty. (This cost should be in the range 15% to 25% p.a. of license cost of software as	Need to understand if asking for next year pricing of ESU and SA	Clarification	As per RFP.
24	57	5	Onsite support (i) 24x7x365 (ii) 16x7x365 (iii) 16x5 (iv) 8x5 etc.-----	Is on site support is call based or it will be placeIs on site support is call based or it will be permanent placed to customer place during the contract term. and what will	Clarification	OEM (Ms Microsoft) back-to-back Software Support arrangement to

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				be the no of resources and which level L1, L2, L3 and what skills required.		be ensured by bidder as a part of service.
25	57	9	Appendix - F - Indicative Price bid	Please clarity,Amounts break up clarity.	Clarification	Keeping in view the requirements, all the applicable deliverables will remain the part of price bid. Bidder may suitably update the same.
26	57	Indicative Price Bid	Indicative Price Bid contains AMC/ATS, Comprehensive warranty, Onsite support and few other items	Not applicable to Bidder. Bidder to provide Licenses only. Illustration wont be applicable as no services is involved.	Clarification	OEM (Ms Microsoft) back-to-back Software Support arrangement to be ensured by bidder as a part of service.
27	60	Appendix - G	Certificate of Local Content OR Format for Self-Certification of Local Content	Applicable to OEM NA to bidders.	Clarification	Not applicable for the current proposal.
			Certificate of Local Content OR Format for Self-Certification of Local Content	This clause is only applicable to the OEM and not applicable to the bidders. Please amend accordingly		
28	66	Appendix - I	PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF THE SOFTWARE SOLUTION/ SERVICES	NA to bidders. Bidder will only supply the licenses.	Clarification	Acceptance proforma will be issued by bank subject to fulfilment of the service conditions in the contract.

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			PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE OF THE SOFTWARE SOLUTION/ SERVICES	The said Clause is not applicable as the bidder scope is to enable the ESU		
29	28-29	36	Delay in Service Provider's Performance	The said Clause is not applicable as the bidder scope is to enable the ESU	Clarification	OEM (Ms Microsoft) back-to-back Software Support arrangement to be ensured by bidder as a part of service. Adherence to the terms as per Appendix- B / S. No. 7 Certificate in MAF form. Format shared with the bidders through email.
30	30-31	39	Intellectual Property Rights & Ownership	Bank to note that all Intellectual Property Rights and Ownership claims for resold products to be governed by the EULA between OEM and Bank.	Clarification	As per RFP.
31	37/38	43	TERMINATION FOR DEFAULT:	It needs to be as per the T&C of OEM.	Clarification	As per RFP.
32	53 to 56	All	Appendix E - Detailed requirement of Software Solution/ services, installation, commissioning, training, support etc. may be given below by the department. An	Please specify, Bidders Responsibility	Clarification	As per RFP.

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33	53-54	7 a)	The Multiple Activation Key (MAK) key for enabling the Security Patch and Windows Updates under ESU is to be deployed without impacting the Windows server uptime requirements.	what does it means does we require to establish new kms server	Clarification	KMS server is already in existence, required changes pertaining to the ESU to be fulfilled by the bidder.
34	53-54	7 b)	Specific requirement related to integration of proposed solution with the Bank's current security and operations management systems like SOC, PIMS, DLP, AD, ITAM, Centralised Key Management System, NAC etc. to be mentioned	Does it means that partner has to support here. And what kind of support expected.	Clarification	Not applicable for the current proposal.
35	55 & 56	Scope of Work and Payment Schedule Sr# 17	Backup system / POC / test & training system / DR system: The ESU and SA for Windows server 2012R2 must offer the mobility support in terms of License Activation of the DR passive servers and getting Windows patches and Security Updates during DR Drill activities.	Need further Clarification	Clarification	OEM (Ms Microsoft) back-to-back Software Support arrangement to be ensured by bidder as a part of service. Adherence to the terms as per Appendix- B / S. No. 7 Certificate in MAF form. Format shared with the bidders through email.



RFP for procurement of software solution/ service of Microsoft software assurance (SA) and extended security updates ESU) for windows 2012R2 OS.



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36	55 & 56	Scope of Work and Payment Schedule Sr# 17	Backup system / POC / test & training system / DR system: The ESU and SA for Windows server 2012R2 must offer the mobility support in terms of License Activation of theDR passive servers and getting Windows patches and Security Updates during DR Drill activities.	The said Clause is not applicable as the bidder scope is to enable the ESU	Clarification	As per RFP.
	55/56	Appendix E - Pt 17	Backup system / POC / test & training system / DR system	This will be as per licensing guidelines of OEM		
	55/56	Appendix E - Pt 17	Backup system / POC / test & training system / DR system	Not applicable to Bidder. Bidder to provide Licenses only.		
37	4		PBG- 10% of total project cost- to be stamped as an agreement.	SBI to reduce the PBG from 10% to 3%	Clarification	PBG to remain 10% as per RFP.