

CORRIGENDUM – 1 Dated 14-10-2022**Annexure -1**

For Request for Proposal (RFP) for Augmentation of Storage and SAN Switch at DC, DRC and Near Site

Tender Reference No. CO/DIT/PUR/2022-23/366 dated 26.09.2022 ,

DEPARTMENT OF INFORMATION TECHNOLOGY ,1st floor, Central Bank of India, Central Office, Plot no. 26, Sector 11, CBD Belapur, Navi Mumbai – 400614

In reference to the Request for Proposal (RFP) Augmentation of Storage and SAN Switch at DC,DRC and Near Site

Tender Reference No. CO/DIT/PUR/2022-23/366 dated 26.09.2022, all Interested bidders are hereby informed that the

Changes/Clarifications/Revisions/Addendum as per Corrigendum -1 are to be taken into account for bid submission. Bidders are requested to note and comply accordingly.

S.N	Page #	Point / Section #	RFP Clause	Bidder's Query	Banks Response
1	23	7.5 Onsite Support	Onsite support	HRO (Hitachi Remote Ops) is mandatory tools for automatic call logging.	No Change
				Remote access will enable OEM to provide faster resolution.	No Change
2	23	8. Project Timeline (purchase order)	Project Timeline (purchase order)	Assuming a single consolidated Purchase order will be provided for Phase 1 & 2	Single consolidated Purchase Order will be issued.
3		Additional	"We undertake that all the components/parts/software used in the supplied devices shall be original, new components/ parts/ software only, from respective OEM/OSDs of the products and that no refurbished/ duplicate/ second hand components/ parts/ software are being used or shall be used. "	It will be stated as below in HV documents: We further certify that the products quoted are standard based, all the components/ part/ assembly/ software used in the products were original/ new or as-new components/parts/assembly/ software.	The clause should be read as "We undertake that all the components/parts/software used in the supplied devices shall be original, new or as-new components/ parts/ software only, from respective OEM/OSDs of the products and that no refurbished/ duplicate/ second hand components/ parts/ software are being used or shall be used.

4	17	Detailed Scope of Work	The Bidder is required to provide spare flash module without any extra cost to the bank in case of damage or malfunctioning is identified and reported, however the existing damage on malfunctioned flash drive is not allowed to be taken off from the bank's premises.	We assume that only OEM /Bidder's liability is till it is hand's over to bank. Please help to confirm that our understanding is correct.	This point stands amended as follows: 10. The Bidder is required to provide spare flash module without any extra cost to the bank in case of damage or malfunctioning is identified and reported. However the existing damage on malfunctioned component is not allowed to be taken off from the bank's premises. In case, physical damage is identified and proven beyond any doubt that the damage is solely attributable to the Bank, Bank will pay the replacement cost of the damaged part.
5	17	Detailed Scope of Work	The bidder is responsible for any storage virtualization to be required for deployment of storage subsystem.	Please help to confirm that only Hitachi Storages will be considered for storage virtualization	In-scope storage is considered.
6	17	Detailed Scope of Work	The bidder has to perform verification of data migrated	As per our understanding that OEM/bidder will perform storage level data migration verification, Server level verification has to be performed by bank. Please help to clarify that our understanding is correct.	Since the storage LUN mapping is at server level, Bidder has to perform verification of Data Migration wherever LUN's are mapped.
7	17	Detailed Scope of Work	The bidder to configure required San switch zoning, host group or storage group creation required for deployment of storage subsystem.	We understand that Only Hitachi storages will be in Hitachi's scope of work	The bidder has to configure entire SAN environment which also includes SAN Switches to work in the Banks environment successfully.
8	35	Payment Terms	AMC/ ATS - AMC/ ATS will be paid at the end of each quarter	Please help to amend this clause as Yearly Advance as it is OEM warranty only and we Bidder pays advance to OEM.	No Change

9	35	Payment Terms	Benchmarkingm50% on On submission of draft benchmark report , 50% On submission of final benchmark report	please help to amend this clause as 80% on submission of draft and 20% on final report. Please help to consider this.	Payment terms are revised as per sheet "Payment Terms" after this table
10	42	Core storage maintenance	Core storage maintenance - On lodgment of complaint, service should be provided and rectification of reported problem within two hours from the time of reporting of the complaint. In case of failure to maintain the stipulated time, Bank will levy a penalty of ₹10,000/- per hour per unit each time for such failure in addition to Uptime Penalty as mentioned above.	Request you to please consider Rs. 5000 penalty instead of Rs. 10,000/-	No Change
11	24	Liquidated damage	The Liquidated Damages (LD) shall be 1 % of amount for services or goods which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract value	Please help to amend this as 0.5% per week and maximum upto 5% of contract value.	No Change
12	23	Project Timeline	phase 1 and 2 :- Deliver at Bank's location within 6 weeks from the date of acceptance of purchase order	Please help to amend this as delivery within 7-9 weeks as in current scenario the hardware delivery taking minimum of 9-10 weeks.	Pls refer query S No- 36 and 38.
13			The switch must support port aggregation of up to 16 physical Fibre Channel ports into a single aggregated link. The aggregated ports must NOT be consecutive ports on a line card and should support distributed model. Also It should support trunk/port channel	This will ensure highest availability and Throughput for Storage Traffic by spraying of ISL across multiple line cards and multiple ASIC's on each line card. This provides superior resilience in cases of a blade/Line Card or ASIC outage.	No Change

			members from different ASICs / modules		
14			Chassis must support Virtual Output Queue (VOQ) to ensure line-rate performance on each port, independent of traffic pattern, by eliminating head-of-line blocking. It also must be capable of dropping bad / corrupt frames at the ingress of the switch	This will ensure highest storage performance. This helps to limit the fabric wide impact of dropped packets.	No Change
15			Proposed switch or via solution should have the capability to provide FC analytics natively on switch ports or via external monitoring agent. The analytics solution should help measure via GUI end2end traffic from host to storage along with Disk Access Latency, Exchange completion times, SCSI related errors etc.. All licenses need to be provided from dayone. Solution should support this functionality without impacting normal packet switching / high CPU / high memory. The scalability should be more than 100K IOPS. Analytics solution must support minimum 80,000 ITL/ITN flows for deep SAN Visibility	This will help Bank to provide visibility into Fibre Channel block storage traffic by inspecting frames natively Fibre Channel switches providing them with Storage performance insight, Faster troubleshooting, Infrastructure optimization and Health report	No Change

16			Switch must support anticounterfeit security with secure boot to avoid any tampering and additional security	It will provide bank with enhanced security.	No Change
17			There should be common Operating System family for Data Center Ethernet switching and SAN Switching for simplified Software Management across Data Center	Ease of manageability	No Change
18	11	7. Scope of Work 7.1 Scope Summary	Augment, Supply, Deploy, and Migrate and maintain the complete SAN Architecture (Storage & San Switches) up gradation, data migration from one of the existing Hitachi Vantara storage arrays	Q We understand that all the hardware (including the material buyback) shall be under active support.	Yes
19	13	7.3 Broad Scope of Work	DC Requirement : Augment/ Upgrade existing Storage Capacity with 6325 TB of disk usable Migration of data Two (2) Line Card of SAN switches need to be upgraded at DC location and replacement existing 4 line cards to latest 6*48-32Gbps	Q We understand that the SAN switches have the necessary and compatible slots. Kindly confirm or clarify.	Refer RFP for details
20	13	7.3 Broad Scope of Work	DRC Requirement: Augment/ Upgrade existing Storage Capacity with 6455 TB of disk usable Migration of data Two (2) Line Card of SAN switches need to be upgraded at DR location and replacement existing 4 line cards to latest 6*48-32Gbps.	Q We understand that the SAN switches have the necessary and compatible slots. Kindly confirm or clarify.	Refer RFP for details

21	13,14	7.3 Broad Scope of Work	Near Site Requirements: Bidder has to provision for redundant SAN Switch ports for DC and NS connectivity Bidder is required to augment the San Switches at NS to 32Gbps speed	Q : Please elaborate. Does it imply that all existing ports are to be replaced with 32Gbps? And this activity is in addition to adding 4 line cards?	Point is regarding Near Site and SAN Switch is to be augmented with SAN Switch as per "RFP 366 Annexure_Revised_Storage_BOM.xlsx".
22	14	7.3 Broad Scope of Work	The bidder to configure application-level replication between DC and DRC required for successful deployment of the storage subsystem	Q : Please provide details of the applications for which the replication has to be configured and also number of instances of each. This is required to estimate the time and efforts needed. Q: We understand that for these application, there is no replication to be configured between Primary ->NDR	Between DC & DRC replication happens through ODG. However 9 number of application instances is to be configured for true copy replication between DC and Near Site.
23	18	7.4 Detailed Scope of Work	21. The bidder to configure and deploy any necessary software, tool, centralized management	Q: Please provide information on currently deployed centralised management tool. Q: We understand that the bank will provide necessary servers/VMs to deploy the same. Please confirm / clarify	Bank is not having any Centralised Management tool. Bank will provide Servers/VMs with Windows operating system for deploying Centralised Management tool. If any other Operating System is required, bidder has to provision required licenses.

24	13	7.3 Broad Scope of Work	DC Requirement: - Two (2) Line Card of SAN switches need to be upgraded at DC location and replacement existing 4 line cards to latest 6*48-32Gbps	Query:- We understand that currently installed 16 Gbps line card will be end of support in Mar 2025. 16 Gbps line card support 4/8/16 Gbps host Port(32 Gbps line card support 8/16/32 Gbps host ports). Per line card there are 48 ports, it may be possible that there may be few host with 4 Gbps host ports so we request to upgrade existing 5 line card to 32 Gbps(instead of 4 line card as mentioned in RFP).Also to meet the overall port requirement as per RFP we need to add 2 new line card of 32 Gbps. Hence in each San Switch there will be 32 Gbps X 7 line card and 16 Gbps X 1 line card. Similarly new 96 ports(32 Gbps) X 2 San Switches will have to be newly purchase at DC.	Point should be read as "DC Requirement: - Two (2) Line Card of SAN switches need to be upgraded at DC location and replacement existing 5 line cards to latest 7*48-32Gbps" as per "Revised_Storage_BOM.xlsx"
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25	13	7.3 Broad Scope of Work	DRC Requirement: - Two (2) Line Card of SAN switches need to be upgraded at DC location and replacement existing 4 line cards to latest 6*48-32Gbps	Query:- We understand that currently installed 16 Gbps line card will be end of support in Mar 2025. 16 Gbps line card support 4/8/16 Gbps host Port(32 Gbps line card support 8/16/32 Gbps host ports). Per line card there are 48 ports, it may be possible that there may be few host with 4 Gbps host ports so we request to upgrade existing 5 line card to 32 Gbps(instead of 4 line card as mentioned in RFP).Also to meet the overall port requirement as per RFP we need to add 2 new line card of 32 Gbps. Hence in each San Switch there will be 32 Gbps X 7 line card and 16 Gbps X 1 line card. Similarly new 96 ports(32 Gbps) X 2 San Switches will have to be newly purchase at DRC.	Point should be read as "DC Requirement: - Two (2) Line Card of SAN switches need to be upgraded at DC location and replacement existing 5 line cards to latest 7*48-32Gbps" as per "Revised_Storage_BOM.xlsx"
26	13	7.3 Broad Scope of Work	Near Site Requirement :Augmented/ Upgrade existing Storage Capacity with 64 TB of disk usable (64 TB in RAID 10) capacity using high capacity SSDs, associated software at NDR to host CBS suite of applications & databases for next 5 years.	Query: Kindly request bank to clarify the type of data that will be replicated to NDR like Archive log, Redo Log , Database and Application	Type of data that will be replicated to NDR will be Archive log, Redo Log and Application. In future Bank may decide to have Database in NS.
27	14	7.3 Broad Scope of Work	Near Site Requirement :The bidder to configure application-level replication between DC and DRC required for successful deployment of the storage subsystem	Query: Kindly request bank to clarify the exact requirement for DC-DR replication. Accordingly storage based replication license need to factored for replication between DC and DR.	Between DC & DRC replication happens through ODG. However 9 number of application instances is to be configured for true copy replication between DC and Near Site.

28	14	7.3 Broad Scope of Work	Near Site Requirement :Bidder is required to augment the San Switches at NS to 32Gbps speed.	Query: With reference to Table No 7.2 on page no 12 (Existing infrastructure), Currently installed SAN Switch at NDR (MDS 9148S) support maximum 16 Gbps . These switches cannot be augmented to 32 Gbps speed. Hence these switches will have to be replaced. Kindly request bank to clarify.	The bidder may augment the switch or replace it with required configuration as per Bill of Material.
29	15	Responsibility matrix for the delivery, implementation and management of the proposed solution at DC, DRC and NS	5.Database & Application Data migration :Bidder and OEM need to extend all the required assistance to Bank and its CBS systems integrator for the successful database migration.	Query : Request bank to amend the above clause as " Bank and its SI to extend all the required assistance to bidder and OEM for the successful database migration".	Please refer to Clause 7.3 Broad scope of work in table "Responsibility matrix for the delivery, implementation and management of the proposed solution at DC, DRC and NS"
30	17	7.4 Detailed Scope of Work	3.Any delay in installation of the proposed core storage for whatsoever reasons should not entail in expiry of insurance and the same should be continued to be extended up to the date of installation, acceptance and commissioning of the delivered storage and it's associated licenses by the Bank.	Query : Request bank to amend the clause as "Any delay in installation of the proposed core storage for reasons solely attributable to the bidder should not entail in expiry of insurance and the same should be continued to be extended up to the date of installation, acceptance and commissioning of the delivered storage and it's associated licenses by the Bank."	No Change

31	18	7.4 Detailed Scope of Work	8. The bidder shall ensure to install & provide the related software component required to manage, performance tuning of all the storage subsystem from single pane of glass.	Query 1 : The storage OEM is Hitachi and San Switch OEM is Cisco . They have separate software required to manage and monitor their respective system. Hence a single window cannot be provided to manage storage and San Switch together. Request bank to change the clause. Query 2: Will bank provide the necessary infrastructure (Server , HDD, OS etc.) to host the management software's. Kindly clarify.	Bidder may provide separate tools for Centralised Management for storage and SAN Switch. Bank will provide Servers/VMs with Windows operating system for deploying Centralised Management tool. If any other Operating System is required, bidder has to provide the same with required number of licenses.
32	18	7.4 Detailed Scope of Work	21.The bidder to configure and deploy any necessary software, tool, centralized management (SAN Switch is out of scope since only line cards are being upgraded) and performance tool as part of the storage subsystem deployment.	Query : Kindly request bank to clarify the meaning of centralized management. Whether there will single window at one location integrating other sites like DRC and NDR. We recommend bank to have separate management console at each site.In case of disaster at one site still will able to manage storage subsystem at other site independently.	The Centralised Management console should have dashboard for all the Three locations. The replica shall be made available at DRC location.
33	20	7.4 Detailed Scope of Work	Maintenance : 3.In case of failure of any component the bidder needs to provide replacement component before taking faulty component out of the premises for repair. Or should as a part of handover provide the necessary details to bank existing vendor, so that replacement of faulty parts can be undertaken by existing vendor.	Query : Request bank to change the clause as : " In case of failure of any component the bidder needs to provide replacement component before taking faulty component out of the premises for repair. Replacement of faulty part will be undertaken by OEM." (Only OEM is authorized to replace faulty parts)	No Change

34	20	7.4 Detailed Scope of Work	Maintenance: 4. Provide Knowledge Transfer to Bank throughout delivery of the Service, which includes a detailed overview on the implementation and configuration parameters and features and functionality of Bank's Target Storage Systems(s). This should include a handbook about maintenance, management and housekeeping which shall be guiding document to Bank and or its appointed Bidder.	Query: Request bank to change the clause as "OEM to provide one time Knowledge Transfer to Bank of the service, which includes a detailed overview on the implementation and configuration parameters and features and functionality of Bank's Target Storage Systems(s). This should include a handbook about maintenance, management and housekeeping which shall be guiding document to Bank and or its appointed Bidder.	No Change
35	23	8. Project Timeline	Phase 1: 1. Delivery of Augmented Capacity for G1500 including any SFP, SAN cables & other passive components required & other related software at DC, DRC & Near Site.	Query: Bank to clarify if there is any augmentation at Near site in phase 1. Else request bank to remove Near site from above activity.	Near Site Augmentation is in Phase II

36	23	8. Project Timeline	Phase 1 Delivery of Augmented Capacity for G1500 including any SFP, SAN cables & other passive components required & other related software at DC,DRC & Near Site- Deliver at Bank's location within 6 weeks from the date of acceptance of purchase order Successful Installation & Migration of Data from VSP to G1500- Within 8 weeks from the date of delivery Discard of VSP storage- Within 2 weeks of Data Migration	Phase 1 : Activity . Request bank to change the Time period for completion time as below: Delivery: 8-10 weeks from the date of acceptance of Purchase Order Installation: 12 weeks from the date of acceptance of Purchase Order Migration: 28 weeks from the date of acceptance of Purchase Order. Discard of VSP Storage: 32 weeks from the date of acceptance of Purchase Order. These timeline are based on the fact that downtime/cut-over will be provided by the bank as and when requested by the bidder.	Revised Project Timeline (Phase 1): Delivery of Augmented Capacity for G1500 including any SFP, SAN cables & other passive components required & other related software at DC,DRC & Near Site- Deliver at Bank's location within 8 weeks from the date of acceptance of purchase order Successful Installation in G1500- Within 10 weeks from the date of acceptance of purchase order Successful Migration of Data from VSP to G1500-Within 20 weeks from the date of acceptance of purchase order Discard of VSP storage-Within 22 weeks from the date of acceptance of purchase order Warranty/AMC/ATS: All the Hardware and related software components should be with 3 years Comprehensive Onsite Warranty from the date of Installation sign-off of Phase 1. Subsequently, bidder shall provide Onsite AMC/ATS support for 2 years from the date of expiry of Warranty.
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37	23	8. Project Timeline	Phase 1 :2 Successful Installation & Migration of Data from VSP to G1500	Query: Request bank to add phase 2 passive cabling in phase 1. Since the passive cabling is pre-requisite for any activity in phase 2.	No Change
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38	23	8. Project Timeline	Phase 2 Augmentation/Expansion of Storage Controllers, Augmentation of SAN Switches Components, SFP,SAN cables & other passive components required & other related software at DC,DRC & Near Site - Deliver at Bank's location within 4 weeks from the discard of VSP Storage Installation of Augmentation/Expansion of Storage Controllers, Augmentation of SAN Switches Components, SFP, SAN cables & other passive components required & other related software at DC,DRC & Near Site- Successful installation within 2 weeks from date of Delivery Data migration at DC, DRC & Near Site- Within 10 weeks from Date of Installation	Phase 2 : Activity . Request bank to change the Time period for completion time as below: Delivery: 4 weeks from the date of discard of VSP Installation of Storage: 10 weeks from the date of discard of VSP. Installation of Line Card and New SAN Switchat DRC: 10 weeks from the date of discard of VSP. Installation of Line Card and New SAN Switch at DC : 18 weeks from the date of discard of VSP. Installation of New SAN Switch at NDR: 10 weeks from the date of discard of VSP. Data Migration: 20 weeks from the date of Benchmarking sign off. These timeline are based on the fact that downtime/cut-over will be provided by the bank as and when requested by the bidder.	Revised Clause as: Phase 2: Augmentation/Expansion of Storage Controllers, Augmentation of SAN Switches Components, SFP,SAN cables & other passive components required & other related software at DC,DRC & Near Site-Deliver at Bank's location within 4 weeks from the date of discard of VSP Storage Sign off Installation of Augmentation/Expansion of Storage Controllers, Augmentation of SAN Switches Components, SFP, SAN cables & other passive components required & other related software at DC,DRC & Near Site-Successful installation within 16 weeks from the date of discard of VSP Storage Sign off Data migration at DC, DRC & Near Site-Within 32 weeks from the date of discard of VSP Storage Sign off Benchmarking-Bidder to successfully complete the benchmarking within 32 weeks from the date of discard of VSP Storage Sign off Warranty/AMC/ATS: All the Hardware and related software components should be with 3 years
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					Comprehensive Onsite Warranty from the date of Installation sign-off of Phase 2. Subsequently, bidder shall provide Onsite AMC/ATS support for 2 years from the date of expiry of Warranty.
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39	23	8. Project Timeline	Phase 1 and Phase 2 Timeline :	Query: We request bank to provide the schedule for data migration and downtime for DC , DRC and NDR. These input will help us to provide optimum timeline. These timeline are based on the fact that downtime/cut-over will be provided by the bank as and when requested by the bidder.	This will be discussed and decided during the Migration activity with the successful bidder.
40	23	8. Project Timeline	Phase 2 : 6. Benchmarking :	Request the bank to change benchmarking timeline 6 week from the date of storage installation. The Benchmarking would be done at the DRC site of the bank. The Benchmarking require high compute, 16Gbps host SAN connectivity across 5-10 nodes. The current Bank DR Servers would be used for this activity	Pls refer query S No- 38.
41	35	Commercial Evaluation Criteria	Note: 1) In case of e-reverse auction in the tender, if a bidder quoting higher prices, (higher by more than 20%) as compared to the average quoted prices (average of all technically qualified bidders) for all items in aggregate, the same bidder may not be called for reverse auction process. Due to such price variation, bidders are not eligible to be called for reverse auction and only one bidder is left commercially eligible, in such case the work / contract may be awarded to the L1 bidder. :	Query: -Kindly request bank to remove the clause.	No Change

42	35	Payment Terms	Hardware and Software :	We request bank to change the payment terms as below. 70 % On Successful delivery 20 % On Successful Installation 10 % On Migration	Payment terms are revised as per sheet "Payment Terms" after this table
43	36	Payment Terms	Installation & Commissioning :	We request bank to change the payment terms as below. 90 % On successful installation and Acceptance Sign-off 10 % On completion of migration.	Payment terms are revised as per sheet "Payment Terms" after this table
44	36	Payment Terms	AMC/ ATS : Quarterly :	We request bank to change the payment terms as below. AMC/ ATS will be paid yearly in advance.	No Change
45	36	Payment Terms	Benchmarking :	100 % On submission of final benchmark report	Payment terms are revised as per sheet "Payment Terms" after this table
46	36	Payment Terms	SAN Cabling & other Passive Components :	Kindly remove the SAN Cabling from this payment terms , it should be part of phase 1.	No Change

47	18	Delivery & Installation	10. The Bidder is required to provide spare flash module without any extra cost to the bank in case of damage or malfunctioning is identified and reported, however the existing damage on malfunctioned flash drive is not allowed to be taken off from the bank's premises.	Query: Could you please modify the clause as "The Bidder is required to provide replacement of flash module without any extra cost to the bank in case of damage (If it is not attributed to the OEM/Bidder) or malfunctioning is identified and reported, however the existing damage on malfunctioned component is not allowed to be taken off from the bank's premises." Kindly note that if the damage is done by the bank or its vendors etc. and not attributable to the bidder or the OEM the damaged component would be replaced and bank would have to bear the costs for the replacement of the damaged equipment.	This point stands amended as follows: 10. The Bidder is required to provide spare flash module without any extra cost to the bank in case of damage or malfunctioning is identified and reported. However the existing damage on malfunctioned component is not allowed to be taken off from the bank's premises. In case, physical damage is identified and proven beyond any doubt that the damage is solely attributable to the Bank, Bank will pay the replacement cost of the damaged part.
48	38	RATIONALE FOR CLASSIFICATION / Critical Criteria	Typical resolution time within 120 minutes	Query: As the calls would be resolved by the OEM. We have had a detailed discussion with the OEM and as per OEM recommendation, Could you please modify resolution time for critical criteria from within 120 minutes to within 360 minutes for hardware failure only. Kindly note that we would be providing the uptime as per SLA.	This point stands amended as follows: 1. Critical - Severity 1 - Typical Resolution Time: 4 Hrs. However there shall be no change in SLA clauses

49	38	RATIONALE FOR CLASSIFICATION / Key Criteria	Typical resolution time within 240 minutes	Query: As the calls would be resolved by the OEM. We have had a detailed discussion with the OEM and as per OEM recommendation, Could you please modify resolution time for critical criteria from within 240 minutes to within 360 minutes for hardware failure only. Kindly note that we would be providing the uptime as per SLA.	This point stands amended as follows: 2. Key - Severity 2 - Typical Resolution Time: 6 Hrs. However there shall be no change in SLA clauses
50	40	Performance Measurements - OLTP, Day – end, month – end/	During the OLTP / batch operations the controller's utilization (CPU and memory) should not exceed 90%	Query: As per the Storage architecture cache memory has to be utilized fully, so utilization will always be above 90%, hence request bank to remove memory from this clause. Please note that during sync operations or batch operations the servers and the storage should go to their maximum peak so that the operations are completed at the earliest without any threshold on CPU or memory utilization. Hence please remove this clause.	Revised Clause as: During the OLTP / batch operations the controller's utilization (CPU Only) should not exceed 90%

51	41	Performance Measurements - OLTP, Day – end, month – end/	During the OLTP / batch operations the controller should not experience any spike due to storage constraint and should be at a maximum utilization of 90%	Query: The spikes are never caused by the storage by itself and spikes are harmless in terms of performance. Hence request bank to remove this clause as the storage has no role to play in the generation of spikes. Please note that during sync operations or batch operations the servers and the storage should go to their maximum peak so that the operations are completed at the earliest without any threshold on CPU or memory utilization.. Hence please remove this clause.	No Change
52	42	Core storage maintenance:	The successful bidder will assume total responsibility for the fault free operation of core storage and maintenance during the warranty & AMC period for a total duration of five years. The successful bidder will accomplish firmware upgrades on Quarterly basis and as and when required as per the criticality and breakdown maintenance to ensure that all hardware function without defect or interruption.	Query: Could you please modify the clause as "The successful bidder will assume total responsibility for the fault free operation of core storage and maintenance during the warranty & AMC period for a total duration of five years. The successful bidder will accomplish firmware upgrades as and when released by OEM."	The revised clause- "The successful bidder will assume total responsibility for the fault free operation of core storage and maintenance during the warranty & AMC period for a total duration of five years. The successful bidder will accomplish firmware upgrades as and when released by OEM to ensure that all Hardware function without defect or interruption."

53	42	Core storage maintenance:	On lodgment of complaint, service should be provided and rectification of reported problem within two hours from the time of reporting of the complaint. In case of failure to maintain the stipulated time, Bank will levy a penalty of Rs ₹10,000/- per hour per unit each time for such failure in addition to Uptime Penalty as mentioned above. In case any part is found defective & needs to be taken to the successful bidder's Premises / lab for repairs, the successful bidder should either ensure the required parts is replaced or a standby equipment is provided in place of defective equipment within 4 hours response and replacement within 6 hours. In case of failure to maintain the stipulated time, Bank will levy a penalty of Rs. 10,000/- per hour per unit each time for such failure.	Query: Resolution timeline is already mentioned in section Availability of RATIONALE FOR CLASSIFICATION hence request bank to remove this clause from core storage maintenance.	No Change
54	36	18: Genaral Terms : Payment Terms	Installation & Commissioning :	Query: We assume that installation scope will include Power ON of storage, health check and BOM verification. Please confirm the correctness of our assumption	Scope is as per RFP.
55	40	Performance Measurements		Query: Bank has already included penalty clause with respect to uptime of 99.99%. So kindly request you to remove additional performance measurement points which Contribute/impact Uptime resulting in Bank penalizing the bidder twice for same issue. We would also request bank to remove all other penalties related to spikes, engineer availability, resolution time.	No Change

56	19	Data Migration	All migration and validation related to Oracle database has to be completed by the database OEM.	Query: Request bank to clarify whether all services related to any type of operating system,(example : HP Unix, Windows, AIX , RHEL and Solaris etc.), SAN Switch, database for migration need to factored by the bidder.	The successful bidder has to ensure successful migration of all operating systems, applications and database Storage.
57	23	Project Timeline (Purchase Order)		We assume that Bank will give a single consolidated purchase order for Phase I and Phase II. Kindly clarify.	Single consolidated Purchase Order will be issued.
58	23	7.5 Onsite support		HRO (Hitachi Remote Ops) is mandatory tool for automated call logging. Remote access will enable OEM to provide quick resolution. Request bank to consider the same Request bank to discuss this option with OEM.	No Change
59	48	Format of the Letter of undertaking of Authenticity to be submitted by the Bidder	"We undertake that all the components/parts/software used in the supplied devices shall be original, new components/ parts/ software only, from respective OEM/OSDs of the products and that no refurbished/ duplicate/ second hand components/ parts/ software are being used or shall be used.	Query: Request bank to modify the clause "We undertake that all the components/parts/software used in the supplied devices shall be original, new or as new components/ parts/ software only, from respective OEM/OSDs of the products and that no refurbished/ duplicate/ second hand components/ parts/ software are being used or shall be used.	The clause should be read as "We undertake that all the components/parts/software used in the supplied devices shall be original, new or as-new components/ parts/ software only, from respective OEM/OSDs of the products and that no refurbished/ duplicate/ second hand components/ parts/ software are being used or shall be used.

60	24	10.Liquidated damage	10.Liquidated damage The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet these Implementation schedule, unless it is due to reasons entirely attributable to the bank, may constitute a material breach of the successful bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the successful bidder's inability to meet the established delivery dates, and also the bank may take suitable penal actions as deemed fit. Penalty: The successful bidder shall agree to the penalties structure in accordance with the following: The Liquidated Damages (LD) shall be 1 % of amount for services or goods which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract value .Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc. In this context Bank may exercise both the rights simultaneously or severally. In case the Bank exercises its right to invoke the Bank guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard. In case delay is attributable to Bank, proper evidence should be produced by Bidder.	10. Liquidated damage The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet these Implementation schedule, unless it is due to reasons entirely attributable to the bank, may constitute a material breach of the successful bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the successful bidder's inability to meet the established delivery dates, and also the bank may take suitable penal actions as deemed fit. Penalty: The successful bidder shall agree to the penalties structure in accordance with the following: The Liquidated Damages (LD) shall be 1 % of amount for services or goods which have been delayed for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 5% of the value of the delayed services and can be imposed for reasons that are solely attributable to the Bidder .Once the maximum is reached, the Bank may consider termination of the contract	No Change
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				and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc. In this context Bank may exercise both the rights simultaneously or severally. In case the Bank exercises its right to invoke the Bank guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank guarantee for the same amount in this regard. In case delay is attributable to Bank, proper evidence should be produced by Bidder.	
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61	37	19. SERVICE LEVELS DURING IMPLEMENTATI ON PHASE	a) The Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines mentioned in Section - Project timelines. Penalty would be levied for delivery, installation, and implementation delays for storage solution and shall be a maximum of 10% of the total cost of that solution from the finalized bidder for the bank. The bidder is required to adhere to the Service Level Agreements as mentioned below for the operations phase. After acceptance of respective solutions by the Bank:	a) The Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines mentioned in Section - Project timelines. Penalty would be levied for delivery, installation, and implementation delays for storage solution and shall be a maximum of 5% of the total cost of that solution from the finalized bidder for the bank. The bidder is required to adhere to the Service Level Agreements as mentioned below for the operations phase. After acceptance of respective solutions by the Bank:	No Change
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62	43	21.Indemnity	21.Indemnity The 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 attorney's fees) relating to, resulting directly or i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or ii. Relating to or resulting directly from infringement of any third party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. iii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or iv. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or	21.Indemnity The 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 attorney's fees) relating to, resulting directly or i. Bank's authorized / bonafide use of the Deliverables and/or the Services provided by Bidder under this RFP or any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or ii. Relating to or resulting directly from infringement of any third party patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. iii. An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RFP or, any or all terms and conditions stipulated in the SLA(Service level Agreement) or Purchase Order(PO) and/or iv. Claims made by employees or	No Change
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		v. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or vi. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or vii. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or viii. Negligence or gross misconduct attributable to the Bidder or its employees, agent or sub-contractors y be detrimental to the Bank's (and/or its customers, users and Bidders) rights, interest and reputation. The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank.	subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank and/or v. Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or vi. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights and/or vii. Breach of confidentiality obligations of the Bidder contained in this RFP or; any or all terms and conditions stipulated in the SLA (Service level Agreement) or PO and/or viii. Negligence or gross willful misconduct attributable to the Bidder or its employees, agent or sub-contractors y be detrimental to the Bank's (and/or its customers, users and Bidders) rights, interest and reputation. The Bidder shall compensate the Bank for direct financial loss suffered by the Bank, if the Bidder fails
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		Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, suffered by bank due to the following reasons: i. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies. ii. all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act,1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network	to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels as per satisfaction of the Bank. Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, suffered by bank due to the following reasons: i. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies. ii. all claims, losses, costs, damages, expenses, action, suits and other proceedings resulting from infringement of any patent, trademarks, copyrights etc. or such other	
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		equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however: a. The Bidder has sole control of the defense and all related settlement negotiations. b. The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations. Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same);	statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 or any Law, rules, regulation, bylaws, notification time being enforced in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim however: a. The Bidder has sole control of the defense and all related settlement negotiations. b. The Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and bidder is aware of the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations. Bidder shall have no obligations with respect to any Infringement Claims to	
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		(ii) Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material; (iii) Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or (v) Use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder. In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection	the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same); (ii) Inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material; (iii) Modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder; or	
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		with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option: (i) Procure for Bank the right to continue using such Deliverable; (ii) Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is noninfringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights. The Bank warrants that all software, information, data, materials and other assistance provided by it	(v) Use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder. In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option: (i) Procure for Bank the right to continue using such Deliverable; (ii) Modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is noninfringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid	
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		under this Agreement shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.	for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights. The Bank warrants that all software, information, data, materials and other assistance provided by it under this Agreement shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.	
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63	49	29.Bidder's Liability	29.Bidder's Liability The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.	29.Bidder's Liability The Bidders aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be the amount paid to Bidder by the BANK in the preceding twelve months under that applicable work that gives rise to such liabilityat actuals and limited to the value of the contract. The Bidders liability in case of claims against the Bank resulting from willful misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited. In no event shall the Bankeither party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or services provided. The bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.	No Change
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				Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the BANK or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the BANK, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the BANK. Such failures or delays shall be brought to the notice of the BANK and subject to mutual agreement with the BANK, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the BANKt for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.	
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64	50	30.Information Ownership	30.Information Ownership All information transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written	30.Information Ownership All information transmitted by successful Bidder belongs to the Bank. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information unless and until written approval sought in this regard. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written	No Change
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			consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.	consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.	
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65	55	36.Governing Law and Jurisdiction	36.Governing Law and Jurisdiction The provisions of this RFP and subsequent Agreement shall be governed by the laws of India. The disputes, if any, arising out of this RFP/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai. Statutory and Regulatory Requirements The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / AMC, Bidder / Bidder should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the contract.	36. Governing Law and Jurisdiction The provisions of this RFP and subsequent Agreement shall be governed by the laws of India. The disputes, if any, arising out of this RFP/Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai. Statutory and Regulatory Requirements The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement however any change in the regulatory or other similar requirement shall be mutually discussed and agreed in a change request form which will capture among other things, costs, timelines, etc. This requirement shall supersede the responses provided by the Bidder in the technical response. During the period of warranty / AMC, Bidder / Bidder should comply with all requirements including any or all reports without any additional cost, defined by any regulatory authority time to time and which fall under the scope of this RFP / Agreement. All mandatory requirements by regulatory / statutory	No Change
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				bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the contract.	
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66	57	48.Signing of Contract	48.Signing of Contract The successful bidder(s) to be called as bidder, shall be required to enter into an Agreement with the Bank, within 21 days of the award of the work order (when provided) or within such extended period as may be specified by the bank.	48.Signing of Contract The successful bidder(s) to be called as bidder, shall be required to enter into an mutually agreed Agreement with the Bank, within 21 days of the award of the work order (when provided) or within such extended period as may be specified by the bank.	No Change
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67	67	56. Annexure 7: Undertaking for Acceptance of Terms of RFP Date To, General Manager (IT), Central Bank of India, DIT, Sector 11, CBD Belapur, Navi Mumbai – 400614 Sir, Sub: Tender No. CO:DIT:PUR:2022-23:366 With reference to RFP for Augmentation of VSP G1500 at DC, DRC & Near Site: We understand that Bank shall be placing Order to the Successful Bidder exclusive of taxes only. 1. We confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount. 2. We are agreeable to the payment schedule as per "Payment Terms" of the RFP. 3. We here by confirm to undertake the ownership of the subject RFP. 4. We hereby undertake to provide latest product/ software with latest version. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.	56 .Annexure 7: Undertaking for Acceptance of Terms of RFP Date To, General Manager (IT), Central Bank of India, DIT, Sector 11, CBD Belapur, Navi Mumbai – 400614 Sir, Sub: Tender No. CO:DIT:PUR:2022-23:366 With reference to RFP for Augmentation of VSP G1500 at DC, DRC & Near Site: We understand that Bank shall be placing Order to the Successful Bidder exclusive of taxes only. 1. We confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount. 2. We are agreeable to the payment schedule as per "Payment Terms" of the RFP. 3. We here by confirm to undertake the ownership of the subject RFP. 4. We hereby undertake to provide latest product/ software with latest version. The charges for the above have been factored in Bill of Material (BOM), otherwise the Bid is liable for rejection. We also confirm that we have not changed the format of BOM.	No Change
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68	70	Section 4 – Compensation for Damages	Section 4 – Compensation for Damages (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security. (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee	Section 4 – Compensation for Damages (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security. (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee	No Change
69	71	Section 4 – Compensation for Damages	(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”	(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process	No Change

70	72	Section 9 – Pact Duration	Section 9 – Pact Duration This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.	Section 9 – Pact Duration This Pact begins when both parties have legally signed it. It expires for the Contractor 2 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.	No Change
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71	75	4. Term	4. Term This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof. Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.	4. Term This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof. Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until two years from the date of termination of this Agreement.	No Change
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72	76	11. Indemnity	The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants	This clause to be removed	No Change
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73	78	60. Annexure 11: Performance Bank Guarantee	60. Annexure 11: Performance Bank Guarantee	60. Annexure 11: Performance Bank Guarantee This Bank Guarantee issued by _____ Bank, on behalf of the Contractor in favor of Purchaser is in respect of the Contract/agreement dated_____. As communicated by Contractor on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Contractor by Purchaser, in respect of pervious contracts between Contractor and _____ Purchaser. As communicated by Contractor on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any pervious contracts between Contractor and Purchaser. Notwithstanding anything contained hereinabove: a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only) b) This Guarantee shall remain in force	No Change
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				up to and including _____ (including claim period of three months) c) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of Purchaser under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.	
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74	92	67. Annexure 18: Cover Letter	67. Annexure 18: Cover Letter Date: To General Manager-IT DIT, Central Bank of India, Central Office, Sector 11, CBD Belapur, Mumbai - 400614 Dear Sir/Madam, 1. Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope. 2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document. 3. We agree to abide by this bid Offer for 180 days from date of bid (Commercial Bid) opening and our Offer shall remain binding on us which may be accepted by the Bank any time before the expiry of the offer.	67. Annexure 18: Cover Letter Date: To General Manager-IT DIT, Central Bank of India, Central Office, Sector 11, CBD Belapur, Mumbai - 400614 Dear Sir/Madam, 1. Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope. 2. If our Bid is accepted, we subject to the deviations undertake to abide by terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document. 3. We agree to abide by this bid Offer for 180 days from date of bid (Commercial Bid) opening and our Offer shall remain binding on us which may be accepted by the Bank any	No Change
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		4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. 5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". 6. We certify that we have provided all the information requested by the bank in the format prescribed for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.	time before expiry of the offer. 4. This Bid, your bid proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. 5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". 6. We certify that we have provided all the information requested by the bank in the format prescribed for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.	
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75	98	71. Annexure 22: Guidelines on banning of business dealing	71. Annexure 22: Guidelines on banning of business dealing	This Annexure to be deleted	No Change
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76	New Addition	Execution Infrastructure	The BANK will provide necessary and adequate infrastructure to enable Bidder to fulfill its commitment for the assignment. This will be applicable for each Bidder Consultant associated with the project and will be arranged for and provided at no cost to Bidder. The infrastructure will include: i. Office space; ii. Hardware and software; iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs; iv. Office stationery and consumable; v. Secretarial assistance, if necessary at site; vi. Telephone, e-mail and fax facilities at site; vii. Photocopying assistance; viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided). The above-mentioned infrastructure will be required for work to be carried out at the site of BANK during regular working hours. BANK shall make arrangements to provide for the same beyond these	The BANK will provide Space, Computer System to enable Bidder for installation of the Storage.
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				hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.	
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77	New Addition	Co-ordination		BANK will provide timely clarifications and feedback sought by Bidder's Consultants during the period of this assignment. BANK will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various BANK Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have necessary authorization from BANK to take decisions and give timely approvals as per the need of the project.	No Change.
78	New Addition	Assistance		The BANK will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the BANK, before the service is undertaken by Bidder. Necessary and sufficient time will have to be spent by Users in BANK with Bidder personnel during this stage of the assignment.	Bank will share details of Project Coordinator for providing assistance to bidder.

79	New Addition	Methodology, Tools and Techniques		Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the BANK will need to be communicated to Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.	Process for the same will be followed as per RFP/SLA.
80	New Addition	Deliverables		The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.	Same will be followed as per RFP/SLA.

81	New Addition	Acceptance of Deliverables	BANK will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal. The application software (if any) will be delivered/installed for acceptance to BANK as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BANK. BANK will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by BANK. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by BANK, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. BANK will confirm acceptance in writing to Bidder. The BANK shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables	No Change
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				substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by BANK if the BANK (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT). Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the BANK. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.	
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82	New Addition	Change Management Procedure
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A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the BANK to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the BANK for its approval within a reasonable time period. Bidder will incorporate the change after receiving the BANK's written approval. In case of delay in approval by the BANK, the baseline itself may undergo a change; this will mean a reassessment of the charges. Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed by Bidder to the BANK. These will be evaluated jointly by the BANK and Bidder and will be provided by the BANK at no cost to Bidder.	No Change
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83	New Addition	Payment of Invoices/Bills		All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by BANK and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. All fees payable to Bidder are exclusive of any sales, use, value added tax, service , GST or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, BANK shall be responsible to pay or reimburse Bidder the amount of such taxes. Where applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the BANK. Any increase or decrease in the existing taxes or newly introduced taxes shall be to the account of the BANK. Each party is responsible	Payment term will be processed as per RFP.
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				for its own income taxes, corporate taxes and franchise taxes.	
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84	New Addition	Reimbursement of Tax/Levy		Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Bidder.	Taxes will be paid as per RFP/SLA/PO.
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85	New Addition	Intellectual property rights:
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All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder's proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder, including customization, enhancement, interface development etc. shall remain the exclusive property of Bidder and BANK shall not acquire any right title or interest of any nature therein except to the extent provided herein. Bidder shall however grant in favor of BANK the right and non-exclusive, non-transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder. The foregoing license does not authorizes BANK to (a) separate Bidder pre-existing IP from the deliverable/software in which they are incorporated for creating a standalone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder pre-existing IP in favor of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder pre-existing IP. All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and BANK shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.	Scope as per RFP Clause No 33: Intellectual Property Rights
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86	New Addition	Additional Support and Services		In case the BANK requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate.	Scope as per RFP
87	New Addition	Travel and Related Expenses		Should the assignment require any travel by any Bidder expert outside their respective base location(s), the BANK will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.	Same will be followed as per RFP/SLA.

88	New Addition	Cost Escalation		Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the BANK, non-availability of facilities at the BANK, increase in the scope of the agreed Change-Requirements or increase in the BANK's Implementation support requirements etc., Bidder will bring this to the attention of the BANK. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.	Scope as per RFP
89	New Addition	Non-employment		The BANK will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising here from.	Scope as per RFP

90	New Addition	Notices	All notices, requests, demands and other communications under this proposal or in connection herewith shall be given to or made upon the respective parties as follows – Bidder: Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai 400 001. With a copy to: General Counsel Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai 400 001. BANK: (pl. fill up the Address). or to such other person or addresses as any of the Parties shall have notified to the others. All notices, requests, demands and other communications given or made in accordance with the provisions of this proposal shall be in writing by letter, fax, email or telegram.	Followed as per RFP/SLA
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91	New Addition	Waiver		No forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of this Proposal shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Proposal shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Proposal.	No Change
92	New Addition	Assignment		Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party	Scope as per RFP Clause No 27: Assignment"
93	New Addition	Nonexclusively		Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.	Scope as per RFP/SLA
94	New Addition	Independent Relationship		This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.	Scope as per RFP/SLA

95	New Addition	Modification		This proposal may be modified only by an amendment executed in writing by a duly authorized representative for each party.	Scope as per RFP Clause No 41: Entire Agreement; Amendments
96	New Addition	Publicity		Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.	Scope as per RFP Clause No 40: Publicity
97	New Addition	Entire Understanding		This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supersedes and cancels all previous negotiations thereof. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.	No Change

98	New Addition	Tata Code of Conduct:		The business activities of the Bidder are self-regulated by the "Tata Code of Conduct". The BANK undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of Bidder. Bidder, in turn, undertakes that it will maintain confidentiality of all communications received.	No Change
99	New Addition	Survival		The clauses of this proposal which by their nature are intended to survive shall so survive the termination/expiry of this proposal.	Scope as per RFP Clause No 42: Survival and Severability

REVISED PAYMENT TERMS are as under

Description	Payment	Payment Milestone
Hardware and Software	60%	On Successful delivery
	30%	On acceptance of successful Installation
	10%	3 months post acceptance of successful data migration
Installation, Data Migration & Commissioning	80%	On acceptance of successful data migration
	20%	3 months post successful data migration
Benchmarking	100%	On acceptance of Final benchmark report
SAN Cabling & other Passive Components	80%	On Successful delivery
	20%	On Successful Installation
Training Costs	100%	After Successful Completion of Training.
AMC/ ATS	Quarterly	AMC/ ATS will be paid at the end of each quarter
Other Costs	In Arrears	Will be paid in arrears post completion of activity