

REPLY TO PRE-BID QUERIES FOR Request for EOI Ref: SBI/GITC/PARTNER RELATIONSHIPS/2018/2019/31 DATED:21/11/2018

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1	42	Eligibility Criteria; Pt 4	Copy of the Purchase Orders for each of the last five financial years to be submitted for each zone in which the Applicant is interested to be empaneled.	PO copy for each zone for each of the last financial year means the bidder has to submit 25 PO copies. Hence, it is requested to consider one PO copy for each of the financial year irrespective of the zones to evaluate the capabilities of the bidder.	Please refer Corrigendum.
2	42	Eligibility Criteria; Pt 5	At least three client references shall be provided for each zone in which the Applicant is interested to be empaneled. 1. 2. 3.	It is requested to amend the clause as below and to ask for three client references in total, from three different zones to evaluate the capabilities. Total three client references shall be provided, each from a different zone. In case the bidder is participating in less than three zone, multiple client references can be provided from the same zone. 1. 2. 3.	Please refer Corrigendum.
3	42	Eligibility Criteria; Pt 6	Client references for each of the last 3 financial years shall be provided as a proof of providing installation and warranty services for each zone in which the Applicant is interested to be empaneled as per Annexure F.	Since the bidder is already providing the PO copies and client reference as part of the clause 4 and clause 5, it is hence requested to remove this duplicate clause from the eligibility criteria.	Annexure F is revised. The Applicant may provide client references on Applicant's letter head and signed by Authorised representative of the Applicant. Please refer Corrigendum.
4	17	25 (vii)(2)	2. Delivery Note or acknowledgement of receipt of Products from the Consignee . OR in case products are coming from abroad original two copies of negotiable clean air waybill should be submitted . 3. Copies of packing list identifying contents of each package.	2. Air way bill submission is not possible. We can submit delivery challan signed by Branch with stamp & seal. Pls confirm. 3. WE have all details in our invoice , separate packing list will not be submitted. Installation Report in attached format signed & stamped from consignee will be submitted. Pls confirm.	Please refer Corrigendum.
14	50	Annex E (xiv)	The Vendor shall ensure that complaints raised by the Bank during the warranty period shall be responded and resolved within three days from the date of complaint.	We request you to modify this clause as "The Vendor shall ensure that complaints raised by the Bank during the warranty period shall be responded and resolved within three days from the date of complaint and additional two days for North-East Zone, Kashmir region in State of J & K, Lakshadweep, Andaman & Nicobar "	Please refer Corrigendum.
15	50	Annex E (xv)	For Category A & B: 90% payment shall be released on satisfactory receipt and installation of the equipment and remaining 10% payment would be made on submission of Performance Bank Guarantee (PBG) on Bank's prescribed format for the period of warranty.	a) Please clarify that BG to be submitted on base value of the Invoice/contract. b) As we are submitting the centralized BG of 50 Lacs for the contract period, we request you to remove the clause of 10% payment against BG.	Please refer Corrigendum.
21	17/62	Annex K	PROFORMA OF CERTIFICATE AFTER SUCCESSFUL INSTALLATION AND ACCEPTANCE OF THE HARDWARE / SOFTWARE / SERVICES	We will be submitting Installation certificate in our format (attached) because service engineer visiting branch for installation si not capable of preparing certificate as per format given in Annex K	Annexure K is deleted. Please refer corrigendum.
34		Annexure B. (4)	Applicant should have experience of minimum 5 years	Can the PO be given for last 3 years instead of 5 years.	Please refer Corrigendum.
35		Annexure B. (5)	Client References & contact details of the customer	should it be any problem if we give references of our Mumbai Customers who take Pan India services from Canon	Please refer Corrigendum.
40	42, Annex B	9	The applicant if not a OEM should have been established as a partner with at least two OEMS during last 5 FY	OEMS appointment of partners varies from year to year and partners are appointed for individual accounts. SBI EOI was first floated in Nov 2014 and partner Certificats from OEMS can be submitted for last four years, Please amend to four years and certificates from different OEMS for each year	Please refer Corrigendum.

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43	83	18	Limitation of liability.i. The maximum aggregate liability of Vendor, subject to clause 33.ii, in respect of any claims, losses, costs or damages arising out of or related to respective Purchase Order shall not exceed the total Purchase Order Value agreed to be paid under such Purchase Order giving rise to such claims or equivalent to amount of BG submitted by Vendor, whichever is greater.ii. The limitations set forth herein shall not apply with respect to:a) claims that are the subject of indemnification pursuant to infringement of Intellectual Property Right,b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Vendor,c) damage(s) occasioned by Vendor for breach of Confidentiality Obligations,d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Vendor	Clause to be modified and red fonts to be added Limitation of liability:18.1. The maximum aggregate liability of Vendor, subject to clause 18.2, in respect of any claims, losses, costs or damages arising out of or related to respective Purchase Order shall not exceed the total Purchase Order Value agreed to be paid under such Purchase Order giving rise to such claims or equivalent to amount of BG submitted by Vendor, whichever is greater.18.2. The limitations set forth herein shall not apply with respect to: a) claims that are the subject of indemnification pursuant to infringement of Intellectual Property Right,b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Vendor,c) damage(s) occasioned by Vendor for breach of Confidentiality Obligations,d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Vendor.Neither party shall be liable to the other party for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that party was aware of the possibility of that loss or damage arising. The limitations set forth in this section shall apply even if any other remedies fail of their essential purpose.	Please refer Corrigendum.
63	Annexure E (XV)	(Scope of Work : Payment Terms)	Payment terms: For Category A & B: 90% payment shall be released on satisfactory receipt and installation of the equipment and remaining 10% payment would be made on submission of Performance Bank Guarantee (PBG) on Bank's prescribed format for the period of warranty Bank will strive to make the payment within 30 days from successful delivery and / or installation and submission of bills/ invoices along with duly certified installation report complete in all respects. All necessary documents for the purpose of payment shall be submitted at respective LHOs of SBI or Head offices of RRBs	The said clause should specify few exclusions relating to the following : a.) In cases where the site is not ready or any delay in installation for reasons not attributable to the vendor, the payment to be made for the equipments already delivered. B.) The Deliverables submitted by the Bidder, shall be responded back by the SBI within 15 days of Submission of the same, failing which it shall be deemed to be accepted by the SBI.	Please refer corrigendum. No further change will be made in the payment terms.
67	25 VI	Documentation relating to Product/Hardware/ System Software/Firmware etc	Signing of Certificate by representative of Bank on the lines of Form provided at Annexure K of document	Submission of Invoice, Copy of Proof of Delivery, Copy of Installation report, copy of Purchase Order for payment submission at each SBI Office - 2 Copies	Annexure K is deleted. Please refer corrigendum.
81	25 VI	Documentation relating to Product/Hardware/ System Software/Firmware etc	Signing of Certificate by representative of Bank on the lines of Form provided at Annexure K of document	Submission of Invoice, Copy of Proof of Delivery, Copy of Installation report, copy of Purchase Order for payment submission at each SBI Office - 2 Copies	Annexure K will be deleted. Please refer corrigendum. No other changes will be made in the clause.
98	Page 36		Tender Fees : 40000	Request you to reduce to Tender Fees to Rs 10,000/-	Please refer corrigendum.
111	42-43	Annexure-B Point No.9	The Applicant, if not an OEM, shall have been established as a partner with at least two OEMs during the last five financial years	Request Bank to change the clause for minimum one OEMs for the last five financial years.	Please refer Corrigendum.
119	42	Eligibility Criteria	Copy of the Purchase Orders for each of the last five financial years to be submitted for each zone in which the Applicant is interested to be empaneled	We have supplied hardware for some of NBFC's whose presense is PAN India. We have individual purchase orders for each location. We suggest that there can be single purchase order for each zone in past 5 years so there would not be purchase order for each financial year which we request you to consider here.	Please refer Corrigendum.

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5	18	25(ix)	Liquidated damages / Penalties as specified in Annexure-L will be applicable for the any kind of default in delay in delivery, installation/commissioning/support etc. expected in scope of work which will be deducted at the time of making payment(s).	We request you to include below clause for site not ready cases : " In case of delay in acceptance of equipment by the branch/delivery location and installation at the end location is due to reasons pertaining to Bank , SNR certificate should be issued by the Bank . SNR certificate should be issued by the branch through mail and this may be further endorsed by the LHO . SNR for computer peripherals, laptops and desktops should be signed PO wise . "	No change will be made in the clause.
6	19	27	The selected Bidder shall support the product and its associated items/components including OS/firmware during the period of warranty as specified in Scope of work in respective RFP to be floated during the Empanelment period from the date of acceptance of the product by State Bank of India	Please modify the clause as below : "The selected Bidder shall support the product and its associated items/components including OS/firmware during the period of warranty as specified in Scope of work in respective RFP to be floated during the Empanelment period from the date of acceptance of the product by State Bank of India or one month from the date of delivery of the product whichever is earlier "	No change will be made in the clause.
7	20-21	32	Inspection and Quality Control Tests i. The Bank reserves the right to carry out pre-shipment factory / godown inspection by a team of Bank officials or demand a demonstration of the product on a representative model at Bidder's place	Please provide tentative percentage of the equipments to be inspected	The inspection will be done on a representative model as mentioned in the RFP.
8	22	35	Insurance: i. The successful bidder as finalized after the RFP process to be conducted during the Empanelment period shall arrange transit insurance for all the Product(s) to be delivered under respective Purchase Order. ii. The insurance shall be for an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid for a period of one month after delivery of products at the defined destination	a) We request you to modify clause as below: " The insurance shall be for an amount equal to 100 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis. " Or please retain clause as previous RFP: " Deliverables are required to be delivered at the branches or offices of State Bank Group, who has placed the orders. Bank will not pay separately for transit insurance and the vendor will be responsible for the same till the equipment ordered for, arrive in good condition at the destination."	No change will be made in the clause.
9	32	49	Termination for Convenience: The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective	We request to modify this clause by adding the following clause: "The Bank shall be liable to pay the vendor for all the products delivered and services rendered upto the effective date of such termination.	No change will be made in the clause.
10	33	53	Taxes & duties	Due to GST implication , we suggest "bill to" and "ship to" state should be same for taking GST input credit , in case, " bill to" and "ship to" states are different this will be treated as third party scenario and Bank will have to give e way bill and invoice for the " ship to" location. Although ,the Vendor will be doing bill submission at centralised location.	No change will be made in the clause.
11	34	53(iv)	Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.	We also request you to modify the term as below : "Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions or any additional burden arising out of increase in custome duty , if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period. There shall be an equivalent change in prices, for any variation in exchange rate beyond +/-3% of the rates at the time of bid submission."	No change will be made in the clause.

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12	50	Annex E (xiii)	Delivery lead time : 5 Weeks from the date of receipt of Purchase Order by the Vendor (additional 1 week for North-East Zone, Kashmir region in State of J & K, Lakshadweep, Andaman & Nicobar)	i) We request you to modify the delivery lead time as " 6 Weeks from the date of receipt of Purchase Order by the Vendor (additional 2 week for North-East Zone, Kashmir region in State of J & K, Lakshadweep, Andaman & Nicobar)" ii) We request you to provide atleast one month's forecast before placing order for large Qty of equipment to meet delivery timeline. (i.e. category A (PC) >= 75, Category B (printer) >= 50.)	No change will be made in the clause.
13	50	Annex E (xiii)	Installation lead time : 1 Week from the date of receipt of material at site.	We request you to modify Installation lead time as " 10 days (bank working hours) and additional 7days for North-East Zone, Kashmir region in State of J & K, Lakshadweep, Andaman & Nicobar from the date of receipt of material at site."	No change will be made in the clause.
16	64	Annex L	1% for each week of delay of the total cost of undelivered quantities for first two weeks of delay and 1.5% for each week for delay beyond two weeks subject to a maximum of 5%.	We request you to modify this clause as below : "0.5% for each week of delay of the total cost of undelivered quantities each week for delay subject to a maximum of 5% of the PO value."	No change will be made in the clause.
17	64	Annex L	1% for each week of delay of the total cost of uninstalled quantities for first two weeks of delay and 1.5% for each week for delay beyond two weeks subject to a maximum of 5%.	We request you to modify this clause as below : "0.5% for each week of delay of the total cost of uninstalled quantities for each week for delay subject to a maximum of 5%."	No change will be made in the clause.
18	64	Annex L	We request additional clause in Annex L	We request you to include below clause : " In case , the vendor does not meet delivery or installation timeline individually , but overall timeline (total timeline of delivery & installation put together) has been met , penalty on respective delivery or installation timeline should not be deducted"	No change will be made in the clause.
19	68	Agreement (1.1.5)	"The Services" means that services ancillary to the supply of the equipment/product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract.	We understand ,Training means basic dos & Donts training during the time of installation only . Please confirm.	Confirmed.
20	100	Integrity pact	Clause 6: Fall Clause: TThe BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	The format of the Integrity Pact provided seems be an old one which stands modified by the CVC. The modified format is available in the following link http://cvc.nic.in/proc_works.htm which does not include the Fall Clause (Section 7 in the Integrity Pact.).	No change will be made in the clause.

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22	18	39 clause 25(x) Clause 46(v)	Any delay in performing the obligation/ defect in performance by the Vendor may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document In addition to penalty on delayed supplies, bank also reserves the right to cancel the PO and forfeit the BG. The banks right to terminate the contract will be in addition to the penalties, liquidated damages and other actions as may be deem fit. In case any act of the supplier results in imposition of LD then also the Bank reserves the right to invoke the BG.	We request to modify these clause as follows: Any delay in performing the obligation/defect in performance by the Vendor may result in imposition of penalty. In addition to penalty on delayed supplies, bank also reserves the right to cancel the PO, if there is multiple occassions of delay on behalf of the vendor. We may request cancellation of this clause. If the bank wishes to terminate the contract, then there is no point in awarding penalty. Alternatively, if bank wishes to rectify the error by imposing penalty then there is no question of termination of contract. We may request cancellation of this clause. if the bank has the option of imposing LD then there should not be a need to invoke the BG as well.	No change will be made in the clause.
23	22	Clause 34	Subcontracting	We will be providing installation & warranty period services through our authorised service partners . Overall responsibility will be on HP.	No change will be made in the clause.
24	38/90 - clause 2 (c) clause 4 (i) Clause 7 (page 72)	NDA Annexure - N Annexure - M	The foregoing obligations as to confidentiality shall survive any termination of this Agreement. All obligations created by this Agreement shall survive change or termination of the parties business relationship. The obligations set out in this Article shall continue even after the terminaton/expiry of this Agreement for a period of five years. Confidentiality obligations of the Vendor in respect of any customer data/details of the Bank shall be absolute, unconditional and without any time limit, irrespective of the expiry/termination of the Agreement.	We request you to modify the wordings of these clauses as follows: The foregoing obligations as to confidentiality shall continue for the duration of the contract. All obligations created by this Agreement shall continue for the duration of the contract. The obligations set out in this Article shall continue for the duration of the contract.	No change will be made in the clause.
25	37	Part-II-Schedule of Events and other terms	Category A: Rs.2 lakh for EOI for empanelment under Category A, Category B: Rs.1 lakh for EOI for empanelment under Category B.	CDP India is already SBI Bank-West zone empanelment vendor & CDP India is MSME & NSIC certified company, so still EMD money require ?	Please submit valid MSME certificate along with the EOI.
26	37	Part-II-Schedule of Events and other terms	For SBI: Category A: Rs. 15 lakh for empanelment in one zone and Rs 50 lakh for empanelment in two or more zones, Category B: Rs. 5 lakh for empanelment in one zone and Rs 20 lakh for empanelment in two or more zones. Validity period from the date of empanelment till 30.06.2022	CDP India already submitted new Bank Gauranteed of Rs. 15 Lakh validity till 30th September 2019. Kindly confirm, Do we need to prepare new Bank gauranteed OR Can we extend validity date till as per asked in EOI document ?	New Bank Guarantee will have to be submitted for this Request for EOI.
27	90	ANNEXURE-N- NON-DISCLOSURE AGREEMENT	NON-DISCLOSURE AGREEMENT	CDP India-SBI Bank NDA Agreement had already recently submitted in September 2018. Do we require again need to submit ?	NDA will be required to be submitted by successful applicants for the purpose of this Request for EOI document.

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28	96	ANNEXURE-P- PRE CONTRACT INTEGRITY PACT	PRE CONTRACT INTEGRITY PACT-TO BE STAMPED AS AN AGREEMENT	Does Pre-Contract Integrity pact need to be Stamp on Stamp paper ? If yes, What amount of Stamp paper need to be stamp ?	Please refer the note mentioned in page 102 of the Request for EOI document.
29	10	10.i.d.(ii)	Mention details of EMD Submitted, technical competence and experience of the applicant	is there any format to sharing this information. Also please confirm it compulsory to give this information on company letterhead or can we share on plain A4 size paper.	The details to be provided on the applicant's letter head and signed by authorised representative.
30	12	Period of validity of EOI	EOIs shall remain valid for 180 days from date of notification of empanelment by the bank.	would we be required to do all the formality once again post expiry of EOI	Please refer terms and conditions of the Request for EOI.
31	20	32. (i.)	Bank Reserves the right to carry out pre shipment acceptance Test	Would this inspection be done at our factory site location since our Mftg. Facility is out of India. Will there be any intimation given before doing it	Yes. Intimation will be provided by the Bank.
32	35	56	Tender Fee	When is this required to be given. Is this compulsory.	Tender fee is to be submitted as per the terms and conditions of the Request for EOI.
33	41	Annexure B. (3)	Applicant Should be Profitable organization on the basis of PAT for at least 3 years	Is profit declaration compulsory or can we submit only revenue of the machine for last 3 years	Please refer terms and conditions of the Request for EOI.
36		Annexure B. (8)	Applicants should not be under blacklist/debarment period for breach of contract	Is there any format to share this declaration or can we give our own.	The declaration is to be provided on the applicant's letter head and signed by authorised representative.
37	56	Annexure I	Format for EMD Bank Guarantee	Is Annexure I needs to be stamped or Annexure J as both talks about Bank Guarantee. Are they both same or different.	Annexure I is format for EMD as Bank Guarantee and Annexure J is format Bank Guarantee for empanelment.
38	64	Annexure L	Liquidated Damages and Penalties	are these penalties negotiable as we seem them to be on higher side	No change will be made in the Request for EOI.
39	96	Annexure P	Pre Contract Integrity Pact	Need some more explanation/Clarification on this request.	Clarified during pre-bid meeting.
41	49, Annex E	VII	<p>a) If any empaneled vendor submits bid on behalf of principal/ OEM The same vendor shall not submit a bid on behalf of another principal / OEM under the bidding process</p> <p>b) Either the empanelled vendor on behalf of principal / OEM or Principal /OEM itself is allowed to bid However both cannot bid simultaneously</p>	<p>1) Can a particular OEM bid thru two separate partners in the same zone.</p> <p>2) Can a OEM bid thru separate partners in different zones</p> <p>3) Can a bidder bid on behalf of different OEMS in different zones</p>	<p>Point wise clarification is provided below:</p> <p>1) OEM can bid through two separate partners in the same zone, if the OEM is not participating directly.</p> <p>2) OEMs can bid through separate partners in different zones.</p> <p>3) Bidder cannot bid on behalf of different OEMS in the same zone. However, Bidders can bid on behalf of different OEMs in different zones.</p>
42	50	XV	Payment Terms for Category A & B - 90% of payment shall be released on satisfactory receipt & Installation of equipment and remaining 10% payment would be made on submission of PBG on banks prescribed format	EOI does not clearly define the recourse to the vendor in case payment is not released as per EOI terms	Please refer clause 50 of the Request for EOI document.

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44	30	46 (ii)	(Risk Purchase) termination for Default-In the event the Bank terminates the Contract or respective Purchase Order in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and/or Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract or respective Purchase Order to the extent not terminated. Unless stated otherwise in the termination notice, the obligation of Vendor to provide Warranty services as specified in the Purchase Order(s) with respect to the Product(s) already delivered under respective Purchase Order shall continue to remain in full force.	requesting Bank Before invocation of risk purchase clause a formal notice to the vendor to be provided for remedying such identified defaults. Cure period of 30 days may please be considered. The value of risk purchase claim if any shall not exceed 20% of the value of the defaulted part of deliverable.	No change will be made in the clause. Please refer clause 46.i of Part 1.
45		64	"Annexure L" - Liquidated Damages and penalty	The maximum Aggregate Penalty including Liquidated Damages are to be capped at 10% of the Total Contract Value. In the event, delay attributable to the SBI, the same shall be excluded from penalties and Liquidated damages that are laid to the Bidder by SBI.	No change will be made in the clause.
46	81	15	.GENERAL INDEMNITY15.1 Vendor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Vendor's breach of its warranties, covenants, declarations or obligations; or (ii) breach of Confidentiality Obligations mentioned under this Agreement; or (iii) any acts of commission / omission on the part of employees, agents, representatives or sub-contractors of Vendor. Vendor agrees to make good the loss suffered by the Bank.15.2 Vendor further undertakes to promptly notify the bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief. 15.3 Vendor shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Vendor	Clause to be modified as under, red fonts to be added GENERAL INDEMNITY: 15.1 Vendor agrees and hereby keeps the Bank indemnified against all actual, direct and proven claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Gross Negligence and/or willful misconduct on the part of Bidder/Vendor Vendor's breach of its warranties, covenants, declarations or obligations; or (ii) breach of Confidentiality Obligations mentioned under this Agreement; or (iii) any acts of commission / omission of gross negligence or willful misconduct on the part of employees, agents, representatives or sub-contractors of Vendor. Vendor agrees to make good the loss suffered by the Bank. 15.2 Vendor further undertakes to promptly notify the bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief. 15.3 Vendor shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Vendor.	No change will be made in the clause.
47	100	6	Fall Clause: The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded	Requesting Bank to remove this clause as We are providing/ supplying hardware as per the client requirement	No change will be made in the clause.

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48			New clause to be added.	Termination Right to be added as under; Bidder/Service Provider may terminate this Agreement and / or any SOW upon written notice to the Bank if the Bank commits a default or material breach and does not remedy the default or material breach within 30 days of notice from the Bidder/Service Provider.	No addition will be made.
49			New clause to be added.	Non Solicitation- Neither party shall, directly or through a third party contractor, solicit/induce/entice away or endeavor to solicit/induce/entice away an employee of the other party who is directly involved with Agreement, for 5 years after such resource has ceased to be engaged for performance of services under this Agreement. In case of a breach of this covenant, the defaulting party shall be liable to pay the aggrieved party a sum equivalent to 12 months CTC of such employee as absorbed by the defaulting party, and such sum shall be paid within 30 days of hiring of the concerned employee. Notwithstanding the foregoing, this restriction either party may hire (a) personnel who independently respond to indirect solicitation (such as general newspaper advertisements, employment agency referrals, and internet postings) not targeting the personnel of the other Party and (b) personnel who have separated or have been separated from the services of a party provided that the hiring Party did not solicit such separation.	No addition will be made.
50	IV	8	SBI reserves the right to amend, rescind or reissue the Request for EOI, at any time prior to the deadline for submission of EOIs or at any time during the review of empanelment which will be done on yearly basis as defined in Schedule of Events	Please give clarity on the renewal duration of Empanelment	Review will be done on annual basis as mentioned in the Request for EOI document.
51	II B	10	A soft copy (Word format) on a CD should also be kept in a separate envelope within the envelope of EOI	Please clarify whether you need Word Draft of Bid or Signed and Stamped Scanned Copies of the Bid.	Signed, scanned copies are to be provided in the CD.
52	28	20	Compliance with IS Security Policy	Please suggest scope for the vendor to abide your security policies, as we will be vendors for Hardware Supply	The clause will be as mentioned in Request for EOI document.
53	32	20	Inspection and Quality Control Tests	Bank to provide sufficient prior notice before the shipment of HW with the details of Tests to be carried out	Reasonable prior Intimation will be provided by the Bank.
54	33	21	Right to Audit	Please give more clarity and Audit should restricted to SBI related Scope only	The clause will be as mentioned in Request for EOI document.
55	35	22	The insurance shall be for an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid for a period of one month after delivery of products at the defined destination	Insurance will be from Vendors Warehouse to Banks Location only	No change will be made in the clause.
56	41 (III)	26	The Vendor should also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner. The vendor shall develop customized documentation as per Bank's requirement, if desired by the Bank	Please give Clarity on this point	The query is not specific. The clause will be as mentioned in Request for EOI document.
57	Annexure - D	45	Value of Bank Guarantee required for Empanelment	while participating for All Zones please consider single Bank Guarantee instead of separate for each location	No change will be made in the clause.
58	Delivery Table	50	5 Weeks from the date of receipt of Purchase Order by the Vendor (additional 1 week for NorthEast Zone, Kashmir region in State of J & K, Lakshadweep, Andaman & Nicobar)	Delivery to be at 6 to 8 Weeks and additional 2 Weeks for North East and other Regions	No change will be made in the clause.
59	Installation Table	50	1 Week from the date of receipt of material at site	2 Week from the date of receipt of material at site	No change will be made in the clause.
60	Payment Terms	50	For Category A & B: 90% payment shall be released on satisfactory receipt and installation of the equipment and remaining 10% payment would be made on submission of Performance Bank Guarantee	Payment Terms should be 80% on Delivery & 20% on Installation and Acceptance	No change will be made in the clause.

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S.No	Page No of Request for EOI	Clause No.	Existing Clause	Query/Suggestions	SBI's Reply 30.11.2018
61	Annexure-L Delivery Schedule	64	1% for each week of delay of the total cost of undelivered quantities for first two weeks of delay and 1.5% for each week for delay beyond two weeks subject to a maximum of 5%	0.5% for each week of delay of the total cost of undelivered quantities for first two weeks of delay and 1% for each week for delay beyond two weeks subject to a maximum of 5%	No change will be made in the clause.
62	Annexure-L Installation	64	1% for each week of delay of the total cost of uninstalled quantities for first two weeks of delay and 1.5% for each week for delay beyond two weeks subject to a maximum of 5%.	0.5% for each week of delay of the total cost of uninstalled quantities for first two weeks of delay and 1% for each week for delay beyond two weeks subject to a maximum of 5%.	No change will be made in the clause.
64		Delivery Schedule	Delivery of all equipments should be within 5 weeks from date of placing of Purchase Order & 1 week additional for J&K & NE	Need 6 week timelines for delivery & 3 week timelines for Installation at each location	No change will be made in the clause.
65	24 Page 16	Country of Origin	Not Applicable	Not Applicable	No change will be made in the clause.
66	25 Page 16	Delivery , Installation, Documentation & Services	Vendor to provide Packing List for goods	As for Servers, Desktops,Laptops Printers & Scanners point is invalid and packing list to be dropped	No change will be made in the clause.
68	25 VII	Document Submission to SBI for payment processing		Submission of Invoice, Copy of Proof of Delivery, Copy of Installation report, copy of Purchase Order for payment submission at each SBI Office - 2 Copies	No change will be made in the clause.
69	26 X	In addition to Penalty on delayed supplies, Bank also reserves right to cancel the Purchase Order and forfeit the BG		Bank should give sufficient time to have corrective measures before cancellation of PO & forfeit of BG. Escalation & Warning timeline	No change will be made in the clause.
70	34 IV	Prices Payable to Vendor shall be firm & not subject to adjustment during performance of contract irrespective of reasons of fluctuation in custom duty		Any upward revision & downward revision to be passed on by Bank to bidder post negotiataion and meeting	No change will be made in the clause.
71	3.10.2	Penalty Schedule	In event of equipment not being delivered, installed, tested and commissioned within period of 6 weeks from date of PO 1% penalty of total consideration per week or part thereof delay subject to maximum of 10% of total consideration will be charged to vendor	Penalty to be costed in Bid in case of event of any delay in delivery, installation, testing and commissioning of equipment	No change will be made in the clause.
72	3.29.3	Miscellaneous	Bidder should undertake to implement the observations/recommendations of the Bank IS Audit, Security Audit Team or any other Audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank	Need to understand or clarify observations/recommendations of the Bank IS Audit, Security Audit team or any other Audit conducted by Bank towards this project & this should not have any financial cost risk	The clause will be as mentioned in the Request for EOI document.
73	4.12.2	Prices	Bidder will pass on to Bank all fiscal benefits arising out of reduction if any in Government levies viz Sales Tax, Excise Duty, Custom Duty etc on benefit of discounts if any announced in respect of the cost of items for which orders have been placed during the period	Both reduction & increase to be pass and borne by Bank all fiscal benefits arising out of reduction/increase if any in Government levies viz Sales Tax, Excise Duty, Custom duty etc	No change will be made in the clause.
74	4.12.3		Bank reserves right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software	Re-negotiate of Prices in event of change in the international market prices for both Hardware and Software is not possible as Products are procured in advance for manufacturing. Hence the claim can be only considered only before Billing, shipping of materials and same is extended to Bidder will be passed on to Bank	No change will be made in the clause.

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S.No	Page No of Request for EOI	Clause No.	Existing Clause	Query/Suggestions	SBI's Reply 30.11.2018
75	4.17	Liquidated Damages	Sum equivalent to 0.5 % per week or part thereof of contract price subject to maximum deduction of 5% of the delivered price of delayed Products or unperformed services for each week or part thereof of delay until actual delivery of performance	Request LD to be imposed on sum equivalent to 0.5% per week or part thereof of delayed products & maximum of 5% on delivered price of delayed products for each week or part thereof of delay until actual delivery of performance	No change will be made in the clause.
76	9	TCC	However if Bank desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. THE Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the VENDOR.	Shifting of equipment to new site and installation will be costed additionally and also all necessary downtime permission is required from Bankers end to support this activity	Query is not relevant as the same is not mentioned in the Request for EOI document.
77	14	Future Additions of Hardware/Software	Bank has right to shift supplied systems to alternate site, disconnect/connect/substitute peripherals or devices of any equipment/software acquired from another vendor, Expand the capacity, enhance the features, upgrade the Hardware, software supplied, either from vendor or another vendor or developed in house. Provided such changes or attachments do not prevent proper maintenance from being performed or unreasonably increase the Vendor cost of performing repair and maintenance service	All activities of shifting, acquired software, devices or peripherals, to be costed and borne by Bank as extra. Additional software to be tested before implementation	Query is not relevant as the same is not mentioned in the Request for EOI document.
78		Delivery Schedule	Delivery of all equipments should be within 5 weeks from date of placing of Purchase Order & 1 week additional for J&K & NE	Need 6 week timelines for delivery & 3 week timelines for Installation at each location	No change will be made in the clause.
79	24 Page 16	Country of Origin	Not Applicable	Not Applicable	No change will be made in the clause.
80	25 Page 16	Delivery , Installation, Documentation & Services	Vendor to provide Packing List for goods	As for Servers, Desktops,Laptops Printers & Scanners point is invalid and packing list to be dropped	No change will be made in the clause.
82	25 VII	Document Submission to SBI for payment processing		Submission of Invoice, Copy of Proof of Delivery, Copy of Installation report, copy of Purchase Order for payment submission at each SBI Office - 2 Copies	No change will be made in the clause.
83	26 X	In addition to Penalty on delayed supplies, Bank also reserves right to cancel the Purchase Order and forfeit the BG		Bank should give sufficient time to have corrective measures before cancellation of PO & forfeit of BG. Escalation & Warning timeline	No change will be made in the clause.
84	34 IV	Prices Payable to Vendor shall be firm & not subject to adjustment during performance of contract irrespective of reasons of fluctuation in custom duty		Any upward revision & downward revision to be passed on by Bank to bidder post negotiaiton and meeting	No change will be made in the clause.
85	3.10.2	Penalty Schedule	In event of equipment not being delivered, installed, tested and commissioned within period of 6 weeks from date of PO 1% penalty of total consideration per week or part thereof delay subject to maximum of 10% of total consideration will be charged to vendor	Penalty to be costed in Bid in case of event of any delay in delivery, installation, testing and commissioning of equipment	No change will be made in the clause.

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S.No	Page No of Request for EOI	Clause No.	Existing Clause	Query/Suggestions	SBI's Reply 30.11.2018
86	3.29.3	Miscellaneous	Bidder should undertake to implement the observations/recommendations of the Bank IS Audit, Security Audit Team or any other Audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank	Need to understand or clarify observations/recommendations of the Bank IS Audit, Security Audit team or any other Audit conducted by Bank towards this project & this should not have any financial cost risk	The clause will be as mentioned in the Request for EOI document.
87	4.12.2	Prices	Bidder will pass on to Bank all fiscal benefits arising out of reduction if any in Government levies viz Sales Tax, Excise Duty, Custom Duty etc on benefit of discounts if any announced in respect of the cost of items for which orders have been placed during the period	Both reduction & increase to be pass and borne by Bank all fiscal benefits arising out of reduction/increase if any in Government levies viz Sales Tax, Excise Duty, Custom duty etc	No change will be made in the clause.
88	4.12.3		Bank reserves right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software	Re-negotiate of Prices in event of change in the international market prices for both Hardware and Software is not possible as Products are procured in advance for manufacturing. Hence the claim can be only considered only before Billing, shipping of materials and same is extended to Bidder will be passed on to Bank	No change will be made in the clause.
89	4.17	Liquidated Damages	Sum equivalent to 0.5 % per week or part thereof of contract price subject to maximum deduction of 5% of the delivered price of delayed Products or unperformed services for each week or part thereof of delay until actual delivery of performance	Request LD to be imposed on sum equivalent to 0.5% per week or part thereof of delayed products & maximum of 5% on delivered price of delayed products for each week or part thereof of delay until actual delivery of performance	No change will be made in the clause.
90	9	TCC	However if Bank desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately, THE Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the VENDOR.	Shifting of equipment to new site and installation will be costed additionally and also all necessary downtime permission is required from Bankers end to support this activity	Query is not relevant as the same is not mentioned in the Request for EOI document.
91	14	Future Additions of Hardware/Software	Bank has right to shift supplied systems to alternate site, disconnect/connect/substitute peripherals or devices of any equipment/software acquired from another vendor, Expand the capacity, enhance the features, upgrade the Hardware, software supplied, either from vendor or another vendor or developed in house. Provided such changes or attachments do not prevent proper maintenance from being performed or unreasonably increase the Vendor cost of performing repair and maintenance service	All activities of shifting, acquired software, devices or peripherals, to be costed and borne by Bank as extra. Additional software to be tested before implementation	Query is not relevant as the same is not mentioned in the Request for EOI document.
92	1	44	BG for Annexure D- RRBS	As the Bidder will be paying the BG of 50+ 20 lacs for empanelment, request to remove clause for separate BG for RRB	No change will be made in the clause.
93	2		Price validity for 6 months	As the IT products rate is dependant on Exchange rate price discovered by RA should be valid upto an variation of +/- 3% in the dollar exchange rate. Beyond that variation the price increase/decrease should be as mutually agreed by SBI GITC	No change will be made in the clause.
94	Page 18	Clause no 25	d) Insurance Certificate. e) Manufacturer's / Vendor's warranty certificate.	Request you to remove insurance certificate as will be covered up to delivery . OEM do not give warranty certificate . We can only provide our installation report .	Query is not pertinent to the clause referred here.
95	Page 17	Point 25(III)	1 Week from the date of receipt of material at site	Request you to consider 2 weeks for installation.	No change will be made in the clause.
96	Page 17	Point 25(V)	The installation will be deemed to be completed, when the product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. The Vendor has to resolve any problem faced during installation and operationalisation	Please clarify the Scope of work .	Query is not specific. No change will be made in the clause.

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S.No	Page No of Request for EOI	Clause No.	Existing Clause	Query/Suggestions	SBI's Reply 30.11.2018
97	Page 23	Point 36	36.Validity of Contract: The Contract/ SLA will be valid till 31st March, 2022 from the effective date of the Contract, unless terminated by the Bank in accordance with the provision of the Contract.	Please clarify whether empanelment is for three year ie upto March 2022. Also clarify if the BG can be given for 1 year and renewed after one year if the vendor has OEM support .	Empanelment is for three years subject to annual review. The BG for empanelment has to be provided for the period as mentioned in the Request for EOI. BG for one year will not be accepted as per the terms of the Request for EOI.
99	Page 37		Earnest Money Deposit (EMD): Category A: Rs.2 lakh for EOI for empanelment under Category A, Category B: Rs.1 lakh for EOI for empanelment under Category B.	Please clarify Whether in DD and clarify on return of EMD	EMD shall be submitted as mentioned in the Request for EOI document.
100	Page 37, Point 11		Bank Guarantee for empanelment: For SBI: Category A: Rs. 15 lakh for empanelment in one zone and Rs 50 lakh for empanelment in two or more zones, Category B: Rs. 5 lakh for empanelment in one zone and Rs 20 lakh for empanelment in two or more zones. For RRBs: As mentioned in Annexure D Validity period from the date of empanelment till 30.06.2022	Requesting you to please reduce the Category A: 10 Lakh ,for Two or more zone 30 lakh	No change will be made in the clause.
101	Page 41 , point 2		a) Category A: Rs.50crorefor empanelment in one zone and Rs 100 crore for empanelment in two or more zones during last three financial years towards sales in the IT hardware which shall include desktops, laptops and Entry level Servers.	Requesting you to incere the Turnover to 200 Crores for one or more zones for last three year .	No change will be made in the clause.
102			RRBs contact details		Will be shared with the successful applicants.
103	Page 22 Point 35		ii. The insurance shall be for an amount equal to 110 percent of the value of the Products from "Warehouse to final Destination" on "All Risks" basis, valid for a period of one month after delivery of products at the defined destination.	Request you to consider insurance till the delivery.	No change will be made in the clause.
104	Page no 49	clause V	A Rate Order will be issued to L1 bidder(s) based on the lowest rates discovered for each zone during the RFP process. Discovered rates shall be valid for a period of six months from April to September for RFP process to be held in Feb/March of previous financial year and from October to March for RFP process to be held in Aug/Sep of the same financial year.	Request you to consider Total cost of ownership of Catogory A and catogory B together to arise at L1 instand of itemwise Reverse Auction L1	No change will be made in the clause.
105			Warranty of Catogory A	Request you to consider Warranty of category A - 3 year	Query not relevant to Request for EOI document.
106	Page 50 xv.		For Category A & B: 90% payment shall be released on satisfactory receipt and installation of the equipment and remaining 10% payment would be made on submission of Performance Bank Guarantee (PBG) on Bank's prescribed format for the period of warranty	Requesting you to please consider Category A & B 70% on delivery 20% on installation and 10 % against BG	No change will be made in the clause.
107	Page no 64 ANNEXU RE-L		Delivery Schedule: Number of weeks delayed beyond the delivery period mentioned in Scope of work. 1% for each week of delay of the total cost of undelivered quantities for first two weeks of delay and 1.5% for each week for delay beyond two weeks subject to a maximum of 5%.	Requesting you to please consider 0.5 % for each week of delay of undelivered qty for 1st two weeks of delay 1% for each week for delay beyond two weeks subject to a maximum of 3 %	No change will be made in the clause.
108	Page no 64 ANNEXU RE-L		Installation : Number of weeks delayed beyond the installation period mentioned in Scope of work. 1% for each week of delay of the total cost of uninstalled quantities for first two weeks of delay and 1.5% for each week for delay beyond two weeks subject to a maximum of 5%.	Requesting you to please consider 0.5 % for each week of delay of uninstalled qty for 1st two weeks of delay 1% for each week for delay beyond two weeks subject to a maximum of 3 %	No change will be made in the clause.
109	Page 65		Complaint resolution: Number of days of delay beyond three days from the date of complaint	1% for each week of delay in resolution to a maximum of 5 % of value of respective item for which complaint has been raised.	No change will be made in the clause.
110			Request to add Dollar/Exchange Rate Variation Clause.	Request to consider the increase of the Dollar rate both in RFP period and extension period. In case there is increase or decrease of more than 5% , the approved price to be revised to the extend of increase or decrease.	No change will be made in the clause.

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S.No	Page No of Request for EOI	Clause No.	Existing Clause	Query/Suggestions	SBI's Reply 30.11.2018
112	16	(i)and(iii)	i. The Vendor(s) is/are required to provide delivery, installation, documentation and Services as required under this document or subsequent RFP to be issued by the Bank during the Empanelment period. iii. Delivery and installation of the equipment shall be made by the Vendor within the time schedule in accordance with this document/RFP/Rate Order/Purchase Order.	Please note, installation depends on delivery of the products. Therefore, Dell will not be responsible/ liable if any delay in the delivery due to site readiness and availability of end user information/ onsite. Additionally, the Ex-ICC & Ex-BLR (Post production from Chennai, India Factory) pan India leadtime for carrier serviced locations shall be as below. East – 8-9 Days West – 5-6 Days North – 7-8 Days South – 2-5 Days North East – 10-12 Days APCC/ODM (Penang/China factory) to India HUB Air shall be 7-8 Days. Also please note that the Lead times are applicable from the time complete transit documents are handed over to the carriers. Request you to note that for any non-services location of the carrier, Dell will take additional 5 days from the nearest location. Also, the customer has to provide its complete address along with pin code, contact number and name to avoid delays in delivery. Please note that any expectancy additional to the standard scope of work will be routed through Custom Scoping & will be additionally charged.	No change will be made in the clause.
113	17	vi and viii	In addition, Vendor will supply all associated documentation relating to the products/hardware, system software/firmware, etc. The Product(s) are considered accepted after delivery and successful installation and signing of the Certificate by the representative of the Bank on the lines of form at provided at Annexure-K of this document. The component level checking for individual item may be included during the installation. On the evaluation of the Delivery and Installation Certificate, if required, in view of the performance of the Products/Services (including hardware equipment/ components/ software), as observed during the delivery and installation, the Vendor shall take remedial measures including upgradation of any of the components thereunder, including replacement thereof, at no additional cost to the Bank within the time lines specified in Scope of Work from the date of notification of the same to the Vendor. The Vendor should ensure that the Product meets the requirements of the Bank as envisaged in this document and respective RFP. b) Delivery Note or acknowledgement of receipt of products from the Consignee or in case of products from abroad, original and two copies of the negotiable clean Airway Bill. c) 2 copies of packing list identifying contents of each of the package. d) Insurance Certificate	The ownership of the product is transferred to the customer once he signs the carrier docket which shall be the proof of delivery (POD). Please note that the document provided to the customer at the time of delivery includes as-deployed document, customer acceptance forms, copy of POD and invoice. As deployed document and customer acceptance forms supplied for the products will be owned by factory only	No change will be made in the clause.
114	35	ii and iii	Insurance: ii. The insurance shall be for an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid for a period of one month after delivery of products at the defined destination. iii. Should any loss or damage occur, the Vendor shall: a) initiate and pursue claim till settlement and b) Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.	If we have of risk of loss as per the contract or own the product for a month after delivery, we will provide insurance	No change will be made in the clause.

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S.No	Page No of Request for EOI	Clause No.	Existing Clause	Query/Suggestions	SBI's Reply 30.11.2018
115	43		If the Vendor fails to deliver the Product(s) and perform any or all the Services within the stipulated time, schedule as specified in this document, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Purchase Order Value, as liquidated damages as defined in Part II, Annexure- L of this document. Once the maximum deduction is reached, the Bank may consider termination of the respective PO	Please note that delivery timelines as well as extension of timelines should be mutually agreed by the Parties.	No change will be made in the clause.
116	ANNEXURE E	xv	SCOPE OF WORK xv. Payment terms: For Category A & B: 90% payment shall be released on satisfactory receipt and installation of the equipment and remaining 10% payment would be made on submission of Performance Bank Guarantee (PBG) on Bank's prescribed format for the period of warranty. Bank will strive to make the payment within 30 days from successful delivery and / or installation and submission of bills/ invoices along with duly certified installation report complete in all respects. All necessary documents for the purpose of payment shall be submitted at respective LHOs of SBI or Head offices of PPPs	Although, we have the same 90%10% payment terms with SBI currently (Non-standard payment term for Dell). It would be helpful if we can make it to Dell's payment term with SBI for 30 or 60 days from the receipt of invoice copy.	No change will be made in the clause.
117	Annexure M	15.1, 15.2, 15.3	Agreement for Empanelment 15 GENERAL INDEMNITY 15.1 Vendor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Vendor's breach of its warranties, covenants, declarations or obligations; or (ii) breach of Confidentiality Obligations mentioned under this Agreement; or (iii) any acts of commission / omission on the part of employees, agents, representatives or sub-contractors of Vendor. Vendor agrees to make good the loss suffered by the Bank. 15.2 Vendor further undertakes to promptly notify the bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief. 15.3 Vendor shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Vendor.	Please note that the aggregate liability of Dell under no circumstances shall exceed the value of the PO giving rise to such claim. However, the limitation of liability shall not be applicable for claims arising from Infringement of any intellectual property rights. Also, the contract will be vetted as per the deviations mentioned in this list.	No change will be made in the clause.

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S.No	Page No of Request for EOI	Clause No.	Existing Clause	Query/Suggestions	SBI's Reply 30.11.2018
118	41	Eligibility Criteria	The Applicant must have a minimum average turnover as mentioned below for empanelment under respective category: a) Category A: Rs.50crore for empanelment in one zone and Rs 100 crore for empanelment in two or more zones during last three financial years towards sales in the IT hardware which shall include desktops, laptops and Entry level Servers. b) Category B: Rs.10 crore during last three financial year(s) for empanelment in one or more zones during last three financial years towards sales in the IT hardware which shall include printers and scanners.	Request you to ammend the clause (b) for category B of average annual turnover to 8 Cr. instead of 10 Cr. This will result in healthy competition, Or here we suggest the turnover can be distributed over zone wise for e.g. for each zone atleast 2 Cr.	No change will be made in the clause.
120	42	6	The Applicant should have a fully functional Call Centre / Help Desk and should have demonstrated full support for installation and warranty during the last 5 financial years in each of the zones for which the Applicant is interested to be empaneled	We have a centralised helpdesk in Mumbai which can manage all the zones. Kindly remove the clause for having help-desk in each zone.	As per the clause mentioned in Request for EOI document, Call Center/Helpdesk need not be present in each zone.
121	50	13	5 Weeks from the date of receipt of Purchase Order by the Vendor (additional 1 week for North-East Zone, Kashmir region in State of J & K, Lakshadweep, Andaman & Nicobar)	Kindly make delivery 6 weeks from the date of receipt of Purchase order	No change will be made in the clause.
122		Site Not Ready Clause		Add Clause	Query incomplete.
123		Non - Solicitation		Add Clause	Query incomplete.
124		Compliance with Anti Corruption Laws		Add Clause	Query incomplete.
125		Limitation of Liability		Add Clause	Query incomplete.
126	37&83	Pg. 37, Clause 37 of RFP & Pg. 83, Annexure – M, Clause 18 Limitation of Liability	The limitations set forth herein shall not apply respect to a) Claims that are subject to indemnification pursuant to infringement of IPR b) Damages occasioned by Gross negligence, fraud or willful misconduct of Vendor c) Damages occasioned by vendor for breach of confidentiality d) Regulatory or statutory fines imposed by a government or regulatory agency for non-compliance of statutory regulatory guidelines applicable to that bank, provided such guidelines where brought to the notice of the vendor	We request to limit the exceptions to the clause on Limitation of liability to include only the following: a. Claims that are subject to indemnification pursuant to infringement of IPR; b. Any regulatory or statutory fines imposed by the government or regulatory authority on the Bank for non-compliance with any applicable regulation or guidelines, provided such non-compliance was directly attributable to the acts or omissions of the bidder.	No change will be made in the clause.
127	81	Clause no. 15 – General Indemnity Pg. 26, Clause 42 of RFP Pg. 81, Clause 16, Annexure M	The RFP contains multiple clauses seeking indemnities from the Bidder. The indemnity is sought on "breach of obligations by Vendor, breach of Confidentiality, omission on part of vendor/subcontractors" Various provisions regarding indemnity pertaining to Patent/IPR also provided in Clause 42 of RFP and clause 16 in Annexure M	We would request for one consolidated clause capturing Bidder's indemnity requirements. While we are ok with the process for indemnification laid out in the RFP, we would request that the grounds of indemnity be limited to the below: • Non-compliance with applicable laws including labour laws; • IPR infringement; • Any regulatory or statutory fines imposed by the government or regulatory authority on the Bank for non-compliance with any applicable regulation or guidelines, provided such non-compliance was directly attributable to the acts or omissions of the bidder We would request the customer to remove indemnity for breach of confidentiality obligations as indemnity is not an appropriate relief for such a breach of confidentiality. The adequate remedies for such breach is already captured in Clause 3 (c) of the NDA.	No change will be made in the clause.

REPLY TO PRE-BID QUERIES FOR Request for EOI Ref: SBI/GITC/PARTNER RELATIONSHIPS/2018/2019/31 DATED:21/11/2018

S.No	Page No of Request for EOI	Clause No.	Existing Clause	Query/Suggestions	SBI's Reply 30.11.2018
128	50	Annexure-E,X	The Bank may also float any other RFP for the Products not covered under the above-mentioned RFP amongst the empanelled vendors.	Please specify about other Products.Also clarify whether the same RFP will be applicable for empanelment of Service Vendors also.	As per the clause, the Bank may float RFP amongst the empanelled vendors during the empanelment period, in addition to the RFP for half yearly rate discovery. The RFP(s) may be floated for any of the products for which the vendors are being empanelled depending on the Bank's requirement..
129	50	Annexure-E,XV	For Category A & B: 90% payment shall be released on satisfactory receipt and installation of the equipment and remaining 10% payment would be made on submission of Performance Bank Guarantee (PBG) on Bank's prescribed format for the period of warranty	Please include the term to release the payment if site is not ready.	No change will be made in the clause.
130	41	Annexure - B, 3	The Applicant should be profitable organization on the basis of PAT for at least three out of the last five financial years. Additionally, the Applicant should also have made PAT during the last financial year.		No change will be made in the clause.
131	41	Annexure - B, 2	The Applicant must have a minimum average turnover as mentioned below for empanelment under respective category: a) Category A: Rs.50crorefor empanelment in one zone and Rs 100 crore for empanelment in two or more zones during last three financial years towards sales in the IT hardware which shall include desktops, laptops and Entry level Servers. b) Category B: Rs.10 crore during last three financial year(s) for empanelment in one or more zones during last three financial years towards sales in the IT hardware which shall include printers and scanners.	We are comply for the total turnover criteria. Please elaborate the clause a & b.	No change will be made in the clause.