

Procurement of Immersive Video Conferencing Solution Infrastructure
RFP Ref No. SBI/GITC/NW& Comm./2018/2019/568 dated 18.02.2019
Bank's Pre-Bid Respose dated 18.03.2019

Sl. No.	RFP Page No	RFP Clause No	Existing Clause	Query / Suggestions	Response Type	Bank's Response
1	19	21. No Waiver of Bank Rights or Successful Bidder's Liability:	Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.	For all practical purposes, please modify the clause to indicate that Sign-off or payment for work done will be deemed as acceptance of the work.	No Change	No Change in RFP Terms
2	19	21	No Waiver of Bank Rights or Successful Bidder's Liability: Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.	For all practical purposes, please modify the clause to indicate that Sign-off or payment for work done will be deemed as acceptance of the work.	No Change	No Change in RFP Terms
3	25	30. Warranty and Annual Maintenance Contract:	ii. During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the entire product (hardware/components/ operating software/firmware) supplied by the Bidder at no additional cost to the Bank. During the support period, the Bidder shall maintain the product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.	We request modifying the clause to indicate that Warranty in respect of OEM Products shall be subject to the warranty terms and conditions from the OEMs and software licensors and the same will be passed on to the Bank "as-is".	No Change	No Change in RFP Terms
4	29	36.Right to Audit	Right to Audit: i. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empanelled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the Service Provider are required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. iii. Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.	Please confirm that any audit shall be done with prior written notice to Bidder and should be restricted to the information and documents in relation to the services provided. Further, such audit shall be subject to the "Confidentiality" obligations upon the Bank, its auditors, employees making such audit. Also, we request confirmation that Bidder shall not be required to disclose its financial information, profits, books of accounts, costs breakups etc. and audit shall be strictly restricted to the services provided by the Bidder to the Bank.	Corrigendum	Refer Corrigendum-I dated 18.03.2019

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5	30	37	As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.	Room renovation requires civil & electrical work to be done in the room which will be carried out by the subcontractors. Request bank to allow subcontracting for this portion of scope of work	Clarification	Works related to civil, electrical etc. for room readiness can be carried out on behalf of the successful bidder. However, successful bidder will be responsible for omission and commission of such work. Hence, no change allowed in RFP terms.
6	31	38. Insurance:	Insurance: i. 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.	We request that Insurance amount be capped to 100% of the value of Products and uptill delivery of the same to Bank's site.	No Change	No Change in RFP Terms
7	31	40.Limitation of liability:	i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused. ii. The limitations set forth herein shall not apply with respect to: iii. a) claims that are the subject of indemnification pursuant to IPR infringement, b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider, damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, d) When a dispute is settled by the Court of Law in India. e) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.	We request modifying the clause inorder that liability of Bidder shall not exceed more than the annual value of the contract, irrespective of whether the liability arises under contract, tort or indemnity. As far as unlimited liability is concerned, we request that the same be limited to the following instances: a) claims that are the subject of indemnification pursuant to IPR infringement, b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider, c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations.	No Change	No Change in RFP Terms
8	32	41	Confidentiality: i. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.	We request that if bidder becomes a successful vendor, the Confidentiality Obligations shall remain valid for a period of 5 years post termination or expiry of the agreement, pursuant to the RFP.	No Change	No Change in RFP Terms

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9	34	45. Patent Rights/Intellectual Property Rights	<p>i. For any licensed software/firmware used by the finally selected L1 Vendor for performing services, the Vendor shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/OEM in respect of 'Product' and services offered. Any license or IPR violation on the part of Vendor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.</p> <p>ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third-party claims or infringements of intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.</p> <p>iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.</p> <p>iv. The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.</p>	<p>Bidder is not an OEM in the instant case and is only a supplier and integrator of the OEM products. In view of this, please modify the above clauses to indicate that any third party/OEM products supplied by Dimension Data is subject to the third party license terms between Bank and the OEM/Software Licensor. IPR rights in respect of third party/OEM products will also be as per terms and conditions from such OEM/Software Licensor and the same shall be passed on to Bank "as-is". Further, Bidder can indemnify the Bank in respect of such third party IPR in products/software, only to the extent it is covered by such indemnification provision from such OEMs/Licensors.</p>	No Change	No Change in RFP Terms
10	40	52. Termination for Convenience:	<p>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.</p>	<p>For the purpose of clarity, we request adding the following clause in continuation to the clause on Termination for Convenience. In case of termination for convenience, Bank shall also agree to pay, at a minimum: (i) all invoices issued by vendor for the deliverables prior to the termination date; (ii) costs for performing or supplying deliverables as at the date of the termination notice; and (iii) costs that may be incurred by vendor, which it is unable to mitigate or recover.</p>	No Change	No Change in RFP Terms
11	45	16	<p>Delivery schedule : 6 Weeks from date of purchase order</p>	<p>As per the recent experiences, delivery of VC Equipment takes 8-10 weeks from the PO date. Hence Bank is requested to allow delivery of the equipment within 10 weeks from delivery of the dats of purchse order. (Bank is required to provide few undertaking/ declarations at the time of shipping of the VC Equipment from OEM warehouse)</p>	Corrigendum	Refer Corrigendum-I dated 18.03.2019
12	45	17	<p>Installation, Commissioning of entire solution-12 weeks from date of purchase order.</p>	<p>Room renovation involves civil work and there will be dependency on the bank to provide the required prerequisites. 12 weeks is practically not possible to do room renovation in all 20 locations. Bank is therefore requested to change to 20 weeks instead of 12 weeks.</p>	No Change	No Change in RFP Terms

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13	45	20.Liquidity Damages	0.5% per week or part thereof of Contract Price subject to maximum deduction of 5% of the Contract Value	A sum equivalent to 0.20% per week or part thereof of Contract Price subject to maximum deduction of 2% of the Contract Price for delay of each week or part thereof. (aoollicable for undelivered portion if any)	No Change	No Change in RFP Terms
14	45	21.Transition Penalty	10% of the total contract value	Bank is requested to provide details else please remove this clause	No Change	No Change in RFP Terms
15	45	17	Installation, Commissioning of entire solution-12 weeks from date of purchase order.	Room renovation involves civil work and there will be dependency on the bank to provide the required prerequisites and approval. 12 weeks is practically not possible to do room renovation in all 20 locations. Bank is therefore requested to change to 24 weeks instead of 12 weeks.	Repeated	Repeated
16	56	Annexure B1-D4	professional grade display with 7 years warranty	Bank is requested to change to 5 years as Indicative commercial bid talks about warranty of 5 years. Request Bank to change the warranty term for content displays also to 5 years	Corrigendum	Refer Corrigendum-I dated 18.03.2019
17	65	Annexure-E 16	The successful bidder should be ready to shift, occasionally, the equipment from one place to other (within building or outside premises), uninstall and reinstall all the equipment without any additional cost to the Bank. However, transportation cost and the new room renovation charges, at the discovered rate, will be borne by the Bank. The Bidder shall be responsible for implementation of the entire setup and to bring the solution live from the new location.	Bank to ensure hardware movement is covered with proper insurance to manage hardware damage in transit.	Corrigendum	Refer Corrigendum-I dated 18.03.2019
18	67	32-Scope of work	The available room dimension at each site/location/Offices has already been mentioned in annexure-Q. However, if bidder in his own interest want to do site survey before finalizing the bid, he/she may be permitted, at the discretion of Bank	Request bank to allow site survey and extend date for requesting for clarifications arising out of site survey. Since rooms are spread across different locations, it may not be practical to complete the survey at all rooms before pre-bid meeting.	Corrigendum	Refer Corrigendum-I dated 18.03.2019
19	68	Annexure-E 33.6	Resource Non-Performance: Bank will provide in writing Non-Performance of the resource and can ask for replacement within 15 day notice Period. The vendor will make efforts to resolve resource non-performance and if required replace the resource within the notice period.	Hiring a resource includes identifying a right match, inerview, document verification, resource existing notice period that requires approv 90-100 days. Hence, the clause should be modified accordingly	Corrigendum	Refer Corrigendum-I dated 18.03.2019
20	77	Annexure-F1	Final prices of Hardware, Software, Installation, Commissioning and Warranty will be calculated as under: This section includes Facility Management Service	Bank is requested to specify the details of resources and reporting site/ location for the Facility Maanement Service	Clarification	FMS is part of vendor support. Adequate number of resources to be deployed by the successful bidder to meet SLA terms and conditions.
21	92	ANNEXURE-M	Service Level Agreement	Please confirm that SLA with the successful Bidder will be as per mutually agreed terms and agreements.	No Change	No Change in RFP Terms
22	142	ANNEXURE-P	ANNEXURE-P PRE CONTRACT INTEGRITY PACT 6 . Fall Clause The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	While we agree to execute the pre-contract integrity pact, however, we request deletion of the Fall Clause. Please appreciate that prices are dependent on various factors, including, passage of time, discounts received from the OEM, quantity and location of supply, rate if LD, penalties and other contractual risks. Bidder is unable to accept the Fall Clause.	No Change	No Change in RFP Terms

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23	34-35	45	<p>Patent Rights/Intellectual Property Rights:</p> <p>i. For any licensed software/firmware used by the finally selected L1/TC1 Vendor for performing services, the Vendor shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/OEM in respect of 'Product' and services offered. Any license or IPR violation on the part of Vendor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.</p> <p>ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.</p> <p>iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.</p> <p>iv. The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.</p>	<p>Bidder is not an OEM of Software Licensor in the instant case and is only a reseller and integrator of the OEM products/Software Licenses. In view of this, please modify the above clauses to indicate that any third party/OEM products/Software Licenses supplied by Dimension Data is subject to the third party license terms between Bank and the OEM/Software Licensor. IPR rights in respect of third party/OEM products will also be as per terms and conditions from such OEM/Software Licensor and the same shall be passed on to Bank "as-is". Further, Bidder can indemnify the Bank in respect of such third party IPR in products/software, only to the extent it is covered by such indemnification provision from such OEMs/Licensors.</p>	No Change	No Change in RFP Terms
24	38-39	49. Termination for Default:	<p>49. Termination for Default:</p> <p>The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:</p> <p>a. If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or b. If the vendor fails to perform any other obligation(s) under the contract; or c. Laxity in adherence to standards laid down by the Bank; or d. Discrepancies/deviations in the agreed processes and/or products; or e. Violations of terms and conditions stipulated in this RFP.</p> <p>ii. In the event the Bank terminates the Contract 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 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 to the extent not terminated.</p> <p>iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.</p> <p>iv. During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.</p> <p>v. The Bank's right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.</p>	<p>While we agree in principle with this clause, however, we request that the same may be discussed further at the time of finalization of the commercials, if DD becomes the successful Bidder.</p>	No Change	No Change in RFP Terms

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25				Vendor already has an existing MSA with State Bank of India, dated June 28, 2016. We request SBI, to confirm that in case of bidder becoming a successful bidder, the terms and conditions of the existing MSA shall prevail and Parties shall execute necessary Purchase Orders under the said MSA. Subject to the same, the following are some specific comments on the RFP.	No Change	No Change in RFP Terms
26	25	19	Powers to Vary or Omit Work	Any variation or change to scope should be mutually agreed between the parties.	No Change	No Change in RFP Terms
27	19	21	No Waiver of Bank Rights or Successful Bidder's Liability	Once the payment is released for the accepted services, thereafter, any claim for damages on account for the approved services should be omitted and not be made applicable on the Vendor.	No Change	No Change in RFP Terms
28	30	36	Right to Audit	Please specify the exact nature of audit? Will this Audit remain limited to the sourcing of services by the Bidder? Please explain. Bidder requests bank to specify the exact nature of the audit. Bidder cannot permit any one to audit Bidder's network or network equipment as it is a shared facility with other customers. Further Bidder propose that any audit be conducted after providing not less than 30 days' prior notice to Bidder and the audit be made subject to the auditors entering into a confidentiality agreement with Bidder. The audit shall be conducted not more than once in a calendar year and remote hands fee be applicable to the same. Further the audit should not exceed a time duration of 4 hours (in any case should not exceed 8 hours) at any given instance. "Remote Hands Fee(s)" shall mean Bidder's standard rates for any facility under audit and are intended to compensate Bidder's costs for providing bank access to Bidder's facilities and personnel during the audit.	Repeated	Repeated

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29	31	40	Limitation of Liability	Proposed Clause: Neither party shall be liable for (a) any indirect, incidental, special, consequential, exemplary or punitive damages or (b) any damages for lost profits, lost revenues, IPR infringement, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, interference with business or cost of purchasing replacement services, arising out of the performance or failure to perform under this agreement, whether or not caused by the acts or omissions or negligence (including gross negligence or willful misconduct) of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages. For any liability not excluded by the foregoing under this section, Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable purchase order giving rise to the liability.	No Change	No Change in RFP Terms
30	34	45 (i)	For any licensed software/firmware used by the finally selected TC1 Vendor for performing services, the Vendor shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/OEM in respect of 'Product' and services offered. Any license or IPR violation on the part of Vendor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.	Audit right of license of Bidder is not permissible, however, in case any violation occur during the delivery of services, Bank is indemnified by the Vendor.	No Change	No Change in RFP Terms
31	35	45 (ii)	The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third-party claims or infringements of intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.	We request the Bank that Bidder's liability for infringement of intellectual property rights (IPR) should be capped to the immediately preceding 12 months of charges collected by Bidder under the order in which the liability has arisen. Bidder will not be liable for any indirect, consequential, special and punitive damages to the Bank. Further Bidder will not be liable nor responsible for any infringement if such infringement is caused due to use of the product not intended by Bidder, modifications not made by Bidder, use of Bidder deliverable in conjunction with products not provided by Bidder, etc.	No Change	No Change in RFP Terms
32	35	45 (iii)	The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.	Vendor request that the Bank should omit this provision from the RFP and in the event if any claim is raised by a third party on the Bank for IPR infringement, Bank should immediately inform the Vendor to address such claim in the manner as specified in sub clause 9.17 (iv).	No Change	No Change in RFP Terms

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33	38	49	The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:	Would the notice period can be construed as defect cure period notice to Vendor to cure the defect.	No Change	No Change in RFP Terms
34	39	49 (ii)	In the event the Bank terminates the Contract 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, Software Solution and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Software Solution and / or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.	Bidder does not agree to bear excess cost for similar setup by third party in event of any termination by Bank. For any failure service credits will be paid.	No Change	No Change in RFP Terms
35	40	51	In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.	Even in such event Vendor should be paid for the Services delivered up to the date of insolvency.	No Change	No Change in RFP Terms
36	40	52	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.	In case termination for convenience or without any Service failure as per the agreed SLA, the Bank shall have to make good the loss of investment made by Vendor for providing the services during the tenure. In such event of termination the Bank shall pay the service fees in respect of the services delivered up to the effective date of termination and the following amounts: (i) an amount equal to the total of any and all waived installation charges as reflected on the terminated order(s), (ii) an amount equal to one hundred percent (100%) of the service fees payable for the unexpired remainder of the order period plus (iii) any documented third party expenses not covered by (i) and (ii) above that are incurred by Vendor in respect of the terminated order (including any local loop charges).	No Change	No Change in RFP Terms
37	92	14	During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services.	The clause is silent on payment terms. Will that be governed by the existing terms and conditions of the RFP or will be mutually discussed with the Vendor. Please clarify.	No Change	No Change in RFP Terms
38	102	4.3.4	The Services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.	Indemnity is claimed by the Bank from Vendor for IPR infringement, therefore it should be removed from representation and warranty.	No Change	No Change in RFP Terms
39	114	15	GENERAL INDEMNITY	Indemnity claimed by the Bank is very broad. Vendor want to rectify and limit the purview of the indemnity to the following: Vendor will indemnify and keep indemnified Bank from third party claims arising from damage to tangible property, personal injury or death caused due to Vendor's gross negligence or willful misconduct.	No Change	No Change in RFP Terms

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40	112	13	Right to Audit	Please specify the exact nature of audit? Will this Audit remain limited to the sourcing of services by the Bidder? Please explain. Bidder requests bank to specify the exact nature of the audit. Bidder cannot permit any one to audit Bidder's network or network equipment as it is a shared facility with other customers. Further Bidder propose that any audit be conducted after providing not less than 30 days' prior notice to Bidder and the audit be made subject to the auditors entering into a confidentiality agreement with Bidder. The audit shall be conducted not more than once in a calendar year and remote hands fee be applicable to the same. Further the audit should not exceed a time duration of 4 hours (in any case should not exceed 8 hours) at any given instance. "Remote Hands Fee(s)" shall mean Bidder's standard rates for any facility under audit and are intended to compensate Bidder's costs for providing bank access to Bidder's facilities and personnel during the audit.	Clarification	Since the clause is part of SLA format therefore, nature of audit will be as per RFP Terms.
41	115	16	The Bank, without prejudice to any other remedy for breach of Agreement, shall have the right to terminate the Agreement in whole or part, at any time, by giving a written notice of at least(term) to Service Provider, if Service Provider fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or if Service Provider fails to perform any other obligation(s) under the Agreement provided a cure period of not less than(term) is given Service Provider to rectify the defects.	Bidder request to have minimum 30 days as defect cure period notice.	Clarification	Since the clause is part of SLA format therefore, details will be as per the RFP terms.
42	117	16.4	In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, it may procure, upon such terms and in such manner as it deems appropriate, products and services similar to those undelivered, and the Service Provider shall be liable to the Bank for any increase in cost for such similar products and/or services. However, Service Provider shall continue performance of the Agreement to the extent not terminated.	Bidder does not agree to bear excess cost for similar setup by third party in event of any termination by Bank. For any failure service credits will be paid.	No Change	No Change in RFP Terms
43	118	16.6	In the event of termination of the Agreement for material breach by Service Provider, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.	Vendor request that the Bank should omit this provision from RFP, since the termination would be due to reasons exclusive to this RFP.	No Change	No Change in RFP Terms
44	131	(c)	Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction. a. Suspension of access privileges b. Change of personnel assigned to the job c. Financial liability for actual, consequential or incidental damages.	Any form of payment for consequential, incidental damages are not acceptable to Vendor. We request the Bank to consider our request and remove such content from the clause.	No Change	No Change in RFP Terms

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45	142	6	Fall Clause	Every contract is entered with different scope of services and can have price variations due to then prevailing market conditions. Claiming price fall from the Bidder only if the Bidder offers similar services to some other customer should not be considered and be removed.	No Change	No Change in RFP Terms
46	14	13.c	The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.	We do not agree to the above clause. Any change in the agreed contract value during the contract term has to be mutually agreed between both parties	No Change	No Change in RFP Terms
47	28	34 (ii)	Bidders should ensure that exchange rate fluctuations, changes in import duty/other taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.	Post price validity period, any fluctuation in the exchange rate at the time of placing the Firm order will lead to a proportionate % change in Bidder's commercials provided. Also, any upward changes in import duty/other taxes will lead to proportionate changes in the commercials.	No Change	No Change in RFP Terms
48	28	34 (viii)	The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.	This clause is not acceptable to Bidder.	No Change	No Change in RFP Terms
49	33	43 (ii)	The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.	Permits of any kind and the cost associated is to be procured and borne by the customer.	No Change	No Change in RFP Terms
50	45	Schedule of Events : Terms of Payment	i) Product Cost: A. 70 % on delivery of IT and non-IT hardware and readiness of Immersive Video Conferencing Studio. B. 30 % on successful installation, testing and commissioning of the complete solution within the timeline, subject to submission of Bank Guarantee as stated in row no. 13 above. ii) Warranty and Support/Maintenance : Yearly in arrears. iii) Installation/ Commissioning: One month after successful commissioning and testing.	i) Product Cost: A. 90 % on delivery of IT and non-IT hardware and readiness of Immersive Video Conferencing Studio. B. 10 % on successful installation, testing and commissioning of the complete solution within the timeline, subject to submission of Bank Guarantee as stated in row no. 13 above. ii) Warranty and Support/Maintenance : Quarterly in advance iii) Installation/ Commissioning: One month after successful commissioning and testing. Credit period will be 30 days from date of invoice	No Change	No Change in RFP Terms
51	87	ANNEXURE-L Penalties and SLA Terms	Penalties dues to delayed delivery, SLA Penalties, Transition Penalty, Liquidated Damages Etc	Any and all penalties (including but not limited to Liquidated Damages, Late delivery, Transition, SLA breach etc) should be capped to a maximum of 5% of the Total Contract Value over the deal term	No Change	No Change in RFP Terms
52			Layout drawings of individual sites	We request the Bank to furnish the Layout drawings for each of the locations showing the existing services.	Clarification	The available room dimension at each site/location/Offices has already been mentioned in annexure-Q. However, if bidder in his own interest want to do site survey before finalizing the bid, he/she will be permitted upto dated 29.03.2019.
53			RCP (Reflected Ceiling Plan)	We request the Bank to furnish the Reflected Ceiling Plan for each of the locations.	Clarification	The available room dimension at each site/location/Offices has already been mentioned in annexure-Q. However, if bidder in his own interest want to do site survey before finalizing the bid, he/she will be permitted upto dated 29.03.2019.

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54	74	A.b	Cost of room readiness in per sq.ft basis	We request the Bank to clarify the methodology of arriving at the cost on the unit of measurement basis.	Corrigendum	Refer Corrigendum-I dated 18.03.2019
55			Scope of the Bank	Kindly specify the scope of the Bank in terms of scope of IT Network / UPS Power / Existing Air Conditioning.	Corrigendum	Refer Corrigendum-I dated 18.03.2019
56	45	16	Delivery Schedule	We request the Bank to change the delivery period to 8 to 10 weeks since the scope includes long delivery non IT products.	Repeated	Repeated
57	45	17	Installation & Commissioning of entire solution	We request the Bank to change the installation period to 14 to 16 weeks from the date of the PO.	Repeated	Repeated
58	45	21	Transition Penalty	We request the Bank to clarify this clause.	No Change	No Change in RFP Terms
59			Makes of the Non IT components	The Bank has not specified any approved makes for the various components of the Non IT infrastructure such as acoustic panels / Carpets / AC / Lighting etc	Corrigendum	Refer Corrigendum-I dated 18.03.2019
60	54	Annexure B1-A1	The system should support latest industry Video standards including H.323 and SIP.	Interoperability with H.323 systems will be provided by the central call control and bridging platform of bank. The system will rely on the core infrastrucrue capabilities for H.323 - SIP interop. Kindly modify the clasue as : The system should support latest industry Video standards including H.323 /SIP.	Clarification	The The Bank's core infrastructure for VC solution has H.323 - SIP interoperability. The H.323 and SIP standards should either be supported natively or using centralized infrastructure.
61	54	Annexure B1-A6	Should support H.239 and BFCP protocols	In line with above point, request to modify the clause as: Should support H.239 / BFCP protocols.	Clarification	The H.239 and BFCP standards should either be supported natively or using centralized infrastructure.
62	54	Annexure B1-A4	H.264/H265 with 1080p@60fps should be possible when sending or receiving two live video sources simultaneously e.g. Presenter and Presentation.	Request bank to modify the clause to support 1080P@30fps	Corrigendum	Refer Corrigendum-I dated 18.03.2019
63	55	Annexure B1-A8	AES-256 Media Encryption	Request to modify the clasue as follows: AES encryption should be supported	No Change	No Change in RFP Terms
64	55	Annexure B1-B5	AES-256 Media Encryption	Request to modify the clasue as follows: AES encryption should be supported	No Change	No Change in RFP Terms
65	55	Annexure B1-B1	System should support latest industry audio standards or equivalent. G.711, G.719, G.722, G.722.1, G.729, G.728 64 kbps MPEG-4 AAC-LD standard equivalent wide band protocols must be supported.	Request to amend the clause as follows: System should support latest industry audio standards or equivalent. G.711/722/ MPEG-4 AAC-LD standard or any other equivalent wide band protocols must be supported.	Corrigendum	Refer Corrigendum-I dated 18.03.2019
66	56	Annexure B1-D5	Place content on the participants' displays, either one or all three. Also support for moving participants to content screen while participants display is used for content.	Request bank to remove 'moving participant to content screen' from the clause	Corrigendum	Refer Corrigendum-I dated 18.03.2019
67	57	Annexure B1-H6	Should support Standards- based: H.235 v2 & v3 and AES- 256 Encryption via Automatic key generation and exchange. The same should be available in a call with Video and presentation (dual video).	Kindly modify the clasue as: Should support Standards- based Encryption via Automatic key generation and exchange. The same should be available in a call with Video and presentation (dual video).	Corrigendum	Refer Corrigendum-I dated 18.03.2019
68	57	Annexure B1 I.1	Conference room operating temperature 5 deg. to 28 deg.	Below 18 deg is not recomended at workplace. Request Bank to ammed the temperature range accordingly	No Change	No Change in RFP Terms

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69	64	Scope of Work	<p>9. Bidder shall ensure that all supplies (hardware, software etc.) must not be End of Life (EoL) and End-of-Software Support (EoSS) for at least 7 years from the date of purchase order.</p> <p>10. In case the OEM has not declared the EoL/EoSS dates for the solution components proposed by the bidder, the bidder has to submit a letter of undertaking from the OEM on OEM's letterhead confirming (a) OEM has not declared the EoL/EoSS dates for the products under reference as on the date of issue of the letter (which shall be on or after the release date of the RFP), and (b) the products shall not be EoL/EoSS for at least 7 years from the date of purchase order of the same. However, if for reasons beyond the control of OEM/Bidder, the EoL/EoSS dates are declared by the OEM during the contract period and if those dates are prior to the date of end of contract period, the bidder has to arrange for the replacement of the relevant solution components with components having equivalent or higher specifications (working in Bank's environment) which will not reach EoL/EoSS for the remaining duration of the contract, at no extra cost to the Bank. This replacement must be completed 6 months prior to the date of EoL/EoSS of the current solution components.</p>	Indicative commercial bid talks about warranty of 5 years. Request Bank to change the warranty term for content displays also to 5 years	No Change	No Change in RFP Terms
70	65	Annexure-E 15	Minimum Qualification for Project Manager: Degree in Electronics/Computer Engineering with CCIE or equivalent certification from OEM.	CCIE is no where related to Project Management hence, CCIE should not be mandated for Project Manager	Corrigendum	Refer Corrigendum-I dated 18.03.2019
71	54	Annexure-B1 Technical & Functional Specifications	The system should support latest industry Video standards including H.323 and SIP.	Immersive TP Devices run on SIP Protocols so can we relax this clause by excluding the H323 Protocol?	Repeated	Repeated
72	60		The proposed Immersive video conferencing solution make/models should be fully compatible and interoperable with the existing as well as to be procured, central infrastructure with or without any additional device, in case, so that the following features can be achieved: The systems/Solution should compatible and interoperable with other OEM VC equipment (MCU / endpoints) currently installed in the Bank.	Can we get Existing Infrastructure details like call control, Make, Model version , Bridge , Scheduling before proposing the new Devices? The RFP Mentions Banks Central VC Infrastructure, will this infrastructure be managed by Bidder or will there be a separate team to manage this?	Clarification	<p>The existitng central infrastructure details are as follows: 1) TANDBERG Video Communication Server Control 2) TANDBERG Video Communication Server Expressway 3) MSE-8000-B2 Media Services Engine chassis with 2 x MSE-8510 4) TANDBERG Management Suite (14.3.0) 5) TANDBERG Codian ISDN GW 3241 6) IPVCR 2220: 5 port recording, playback and streaming</p> <p>.However, Bank is in process of procurement of new centralized VC solution infrastructure, which support latest industry standard protocols. Hence, the proposed Immersive video conferencing solution make/models should be compatible and interoperable with Cisco and Polycom make central infrastructure.</p> <p>Management of centrized VC infrastructure will not be in scope of this RFP</p>
73	64	Annexure-E Scope of Work 7	Bidder shall ensure that during various phases of implementation and during the contract period, the performance, security, etc. of the centralized video conferencing setup/network is not compromised	Would QoS & Network related configuration for Media be taken care by the Bank? Or will it be the responsibility of the bidder?	Clarification	QoS & Network related configuration for Media be taken care by the Bank

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74	60		The Bank has deployed a Management & Scheduling and Gatekeeper solution at the central location. The proposed Immersive video conferencing solution make/models should be fully compatible and interoperable with the existing as well as to be procured, central infrastructure with or without any additional device, in case, so that the following features can be achieved.	<p>Please suggest the make ,model and version of the Centralized solution that require the interoperability with Immersive telepresence system.</p> <p>OEM Infrastructure and make/model TP system support standard protocols however the the 3rd party compatibility depends Telepresence /backend Infrastructure make and model that needs to be interoperated.</p>	Clarification	<p>The existitng central infrastructure details are as follows: 1) TANDBERG Video Communication Server Control 2) TANDBERG Video Communication Server Expressway 3) MSE-8000-B2 Media Services Engine chassis with 2 x MSE-8510 4) TANDBERG Management Suite (14.3.0) 5) TANDBERG Codian ISDN GW 3241 6) IPVCR 2220: 5 port recording, playback and streaming</p> <p>.However, Bank is in process of procurement of new centralized VC solution infrastructure, which support latest industry standard protocols. Hence, the proposed Immersive video conferencing solution make/models should be compatible and interoperable with Cisco and Polycom make central infrastructure.</p> <p>Management of centrized VC infrastructure will not be in scope of this RFP</p>