

BANK'S RESPONSE DATED 18.01.2020  
REQUEST FOR PROPOSAL FOR PROCUREMENT INSTALLATION, COMMISSIONING, MAINTENANCE AND WARRANTY OF IMMERSIVE VIDEO CONFERENCING FACILITY  
IN STATE BANK OF INDIA

Ref: SBI/GITC/NW & Comm./2019/2020/670 dated: 06.12.2019

Sr. No	Section	Page no	RFP Clause	Bidder's Query	Bank's Response
1	12	3	Earnest Money Deposit	We request the bank to accept BG as a EMD format.	No Change in RFP Terms
2	13	3	Bank Guarantee		No Change in RFP Terms
3	11	3	Tender Fee 25000/-	Tender fee exemption against MSME certificate	Please refer clause no 56 on page no 41.
4	12	3	Earnest Money Deposit 50,00,000	EMD exemption against MSME certificate	Please refer clause no 56 on page no 41.
5	13	3	Bank Guarantee 15% of TCO	10 % of TCO	No Change in RFP Terms
6	Bank Guarantee	3	15% of TCO Performance Security in form of BG should be valid for Five year(s) and three months from the effective date of the Contract.	5% of TCO Performance Security in form of BG should be valid for Three year(s) and three months from the effective date of the Contract.	No change in RFP Terms
7	13.4	15	iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.	We request the bank to revise this clause as holding the price valid for a period of 5 years is not possible considering the large and frequent variations in including exchange rate fluctuations and custom duty etc.	No Change in RFP Terms
8	13.1&13.2	15	i. Bid shall remain valid for duration of 6 calendar months from Bid submission date. ii. Price quoted by the Bidder in Final Commercial bid shall remain valid for duration of 6 calendar months from the date of opening of final commercial bid.	We request the total Bid Validity period be revised to 3 months from the date of submission of BID, considering that most of the components are to be imported and their rates are dependent on foreign exchange which are extremely volatile in nature.	No Change in RFP Terms
9	Period Of Bid Validity And Validity Of Price Quoted In Final Commercial Bid	15	Bid shall remain valid for duration of 6 calendar months from Bid submission date.	Bid shall remain valid for duration of <b>60 days</b> from Bid submission date.	No Change in RFP Terms
			Price quoted by the Bidder in Final Commercial bid shall remain valid for duration of 6 calendar months from the date of opening of final commercial bid.	Price quoted by the Bidder in Final Commercial bid shall remain valid for duration of <b>60 days</b> from the date of opening of final commercial bid.	No Change in RFP Terms
			Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty.	Please change this clause, as the dollar price, duties & List price of hardware may change during the contract period	No Change in RFP Terms

10	32	27	The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the Product on a representative model at Service Provider's location.	Need Clarity on Pre-Shipment inspection : 3rd party inspection - type of Inspection and if any Supportive - inspection report required ? Format ?	No Specific format. Need based general purpose inspection.
11	32	27	32. INSPECTION AND TESTING:	We request the bank to revise clause to site acceptance inspection instead	No Change in RFP Terms
12	33	28	RIGHT TO AUDIT:	Kindly elaborate this clause	No Change in RFP Terms
13	Subcontracting	29	As per scope of this RFP, sub-contracting is not permitted	Sub contracting for the civil work, installation & support should be allowed	Subcontracting allowed only for civil work (item J and K of Appendix-C)
14	34	29	As per scope of this RFP, sub-contracting is not permitted.	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	Subcontracting allowed only for civil work (item J and K of Appendix-C)
15	35	29	35. INSURANCE: i. The insurance shall be for an amount equal to 100 percent of the value of the Products from place of dispatch to final destination on "All Risks" basis, valid for a period of one month after delivery of Products at the defined destination.	Please make changes to the clause on Insurance. We will maintain transit insurance upto 100% of value of products supplied until delivery of the products to SBI designated locations.	No Change in RFP Terms
16	37	29	LIMITATION OF LIABILITY: i. The maximum aggregate liability of Service Provider, subject to clause 37 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost. ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue. iii. The limitations set forth herein shall not apply with respect to: (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider, (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider. For the purpose of clause 37(iii)(b) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury,	We request modification to cap liability to the annual contract value. Further, with regard to the exceptions to the limitation of liability, we request the following modification: iii. The limitations set forth herein shall not apply with respect to: (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right in the services rendered by the Service Provider; (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider, (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations	No Change in RFP Terms

17	42	32	<p>INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:</p> <p>iii. Subject to clause 42.iv and 42.v of this RFP, Service Provider, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/Product under this RFP. iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim; (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim; (iii) Service Provider shall consult with the Bank with respect to the defence and settlement of any such claim; and (iv) in any litigation to which the Bank is</p>	<p>In respect of products/equipment/ software required to be supplied, we are not an OEM/Software Licensor but a reseller and integrator of the OEM products and Software Licenses. In view of this, please confirm that any third party/OEM products/software supplied by us shall be subject to the third party license terms between Bank and the OEM/Software Licensor. IPR rights in respect of third party/OEM products/software 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, all indemnities in respect of such third party products/software, shall be as per indemnification provisions provided by such OEMs/Software Licensors</p>	No change in RFP Terms
18	43	33	LIQUIDATED DAMAGES	<p>Where Bidder is agreeing to liquidated damages, the same shall be SBI's sole and exclusive remedies in respect of such breaches where LD is imposed. Please confirm the same</p>	No change in RFP Terms
19	16	35	<p>The successful bidder should be ready to shift, if required, 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.</p>	<p>Shifting includes uninstall and reinstall is an activity beyond the successful completion of project. Hence, there should either be a cost discovered for such activity or the number of shifting exercise should be specified by Bank</p>	Refer Corrigendum

20	46	36	<p>TERMINATION FOR DEFAULT:</p> <p>ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Product and / or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.</p> <p>vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another Service Provider. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. 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</p>	<p>We request deleting sub-clause (ii) as the same is unreasonable. Service Provider will be liable to pay agreed penalty/LD for its failure to perform services as per the agreed penalty/LD rates. Further, please confirm that termination shall not affect the rights of Service Provider accrued prior to termination and Service Provider shall be entitled to be paid for the work delivered successfully under the RFP till the date of termination. Also, please confirm that Service Provider shall be paid for work done or assistance provided during any transition phase agreed with Bank</p>	No Change in RFP Terms
21	49	38	<p>TERMINATION FOR CONVENIENCE:</p> <p>ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination</p> <p>49. TERMINATION FOR CONVENIENCE:</p> <p>ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination</p>	<p>We request that in the event of Termination for Convenience, the Bank shall apart from paying Service Provider for the Services rendered (delivered) up to the effective date of termination, shall also pay the Bidder, such costs, which Bidder is unable to mitigate as a result of termination. Eg. Payment for orders placed with OEMs where such orders cannot be cancelled or where cancellation charges are levied</p>	No Change in RFP Terms
22	30-31	39	<p>DELAY IN SERVICE PROVIDER'S PERFORMANCE</p>	<p>Please confirm that Service Provider shall not be liable for any delay if such delay is due to reasons attributed to or contributed by the Bank</p>	<p>Reasons attributable to the Bank will not be considered as delay from bidder side. Bank decision will be final in this regard.</p>

23	5	47	<p>Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.</p> <p>(Start and End Date of the Project to be mentioned) in the past. At least 5 client references are required and 2 out of the above 5 references should have experience in implementing Immersive video conferencing solution.</p>	<p>"The bank is asking for 2 out of the 5 references should have experience in implementing Immersive video conferencing solution, We have implemented lot of Two screen video conferencing solutions and we have 10 years' experience in the video conferencing Industry. can we quote for the tender?"</p>	No Change in RFP Terms
24	A.7	49	<p>Endpoint functionality should be controlled by remote handset/Touch Panel (Min 1 for 6 participants)</p>	<p>For best Immersive video experience, Control touch panel is required to manage the call centrally at telepresence room . Multiple touch panel creates disruption in point and multi point environment.</p> <p>Amendment request : Endpoint functionality should be controlled by remote handset/Touch Panel for each Immersive telepresence system.</p> <p>Multiple touch panel control system creates disruption in the meeting. As this is the control panel to manage the call this needs to be managed centrally at telepresence room and not by multiple users.</p>	Refer Corrigendum

25	D.1	51	Participants display-Minimum two (65" or above) Immersive video conferencing Screen with 4K UHD resolution.	<p>1. In a point to point call the participants or the far end should be distributed in the participant display and the whole room should visible in the participants screen as individual segment.</p> <p>2. 100 additional points in technical evaluation for three screen participant systems.</p> <p>We understand from the rfp the objective is to provide an Immersive experience as if the far end participant are sitting across the table, to your senior management. For providing immersive exp for 6 participant and 15 participant three screens are required.</p> <p>In two screens the image of the participant will appear smaller, to overcome this auto framing is used to focus on active speakers then frequent framing will not give the immersive experience to senior management and will not help to see the facial expression of other participants in the room. Framing is actually a Video conference experience not Immersive experience.</p> <p>As of today there is no two screen immersive video solution available in the industry. Two screen provide standard video conference experience. By compromising on the number of screens and user exp</p>	Scoring will be based on the user experience of the technical sub committee.
26	D.3	51	Participants/Content Swap	Is this preferable and optional?	Refer Clause no D3 Appendix-C
27	E.1	51	Laptop/Desktop interface-Such as HDMI and VGA Port, USB-C interface devices compatibility, digital presentation connectors for Latest PC/Tablet/Laptop Model for local or remote content sharing. Set of above should be provide for couple of participant i.e. 3 set in case of 6 participant and so on.	As an Industry Standard ,HDMI and VGA port would be the interface for local or remote content sharing. USB C type Interface can be used for charging the laptop/Desktop devices.	No change in RFP Terms
28	E.1	51	Such as HDMI and VGAPort, USB-C interface devices compatibility, digital presentation connectors for Latest PC/Tablet/Laptop Model for local or remote content sharing. Set of above should be provide for couple of participant i.e. 3 set in case of 6 participant and so on.	<p>1) Kindly clarify weather manual switching is needed between the HDMI ,VGA within each set.</p> <p>2) kindly elaborate the desired use case of the USB type C connector.</p>	<p>1. HDMI and VGA ports will be used for presentation one at a time.</p> <p>2. USB-C connector will be used for compatible external devices.</p>

29	E.3	51	Minimum 10 to be used for connecting Laptop/Mobile/Electronic device for power input (for UK/US/India kind of adaptor)following International Standards IEC 60320	We request the bank to reduce the number of power points to 1 which is to be shared for couple of participant i.e. 3 set in case of 6 participant and so on. this will help in keeping the cable cubbies small and aesthetically pleasing.  you may also consider USB charging ports instead of Full fledge Power points 1 to be shared for couple of participant	No change in RFP Terms
30	E.4	51	Control Panel-Minimum 1 to give an intuitive and easy-to-use interface at each site. However bidder should provide upgradable software released as and when released by OEM.	Control touch panel is required to manage the call centrally at telepresence room . Multiple touch panel creates disruption in point and multi point environment.	No change in RFP Terms
31	F.4	51	Minimum 200 directory entries with log retention period of 1 month. The local directory dialing and log record functionality should be facilitated through control interface.	As an Industry standard,touch panel is used as user Interface to control/manage the meetings. All the logs depend on the number of calls and thus 1 month should not be the timeframe as compulsion, but these should be available for troubleshooting through Immersive VC solution if required. Request to consider ,Minimum 200 directory entries with log retention availability for troubleshooting purpose.	No change in RFP Terms
32	G.1	52	Presentation Input  Should have DVI (Digital Video Interface) /HDMI and VGA (Digital Video Interface) input to connect PC/ Laptop directly to the video conferencing system and display resolutions from minimum of WXGA (1280 x 768) to 1080p (1920 x 1080).	1) Kindly clarify weather manual switching is needed between the HDMI ,VGA within each set.	1. HDMI and VGA ports will be used for presentation, one at a time.
33	G.2	52	Content display Min 1 HDMI int and provision for connecting additional 1 (total 2) display screen should be provided	Display is provided for content and hence provision for additional content display should be removed	No change in RFP Terms
34	1.2 Operating Lighting illumination	53	Room Specifications Minimum 400 Lux	This should be variable between 250-550 as per OEM standard. Light cannot be fixed	No change in RFP Terms
35	J.5	54	Carpet	We request the bank to kindly accept Godrej as a approved make.	Refer Corrigendum
36	J.6	54	Chairs	We request the bank to elaborate the features desired for the chairs considering the wide variety of models and features available like head rest , anti tilt mechanisms etc.	Befitting with stature of Top Management

37	1	58	Degree of homogeneity in the components (such as a. Codec b. Camera c. Speaker d. Microphone e. participants and content display f. Control Unit) of immersive video conferencing solution based on the following parameters:	For point 'e'; since the Content display has flexible placement options, such as placement at different angles or above the Participants display for 2 rows of seating, we provide an external display. Hence it is requested that the degree of homogeneity be evaluated basis the 'Participants Display' only.	Refer Corrigendum
38	4.2	59	Video subsystem: A. H.265(High Efficiency Video Coding)	H.265 is a codec to optimize bandwidth that can be done with highly stable standard H.264 extended codec as well. Request you to amend as H.265/H.264 extended.	No change in RFP Terms
39	4.4	59	Participant Display Screen: A. 10 to 12 bit color depth : / 8 bit color depth. B. B. Bezel width up to 6 mm : 3 marks / Bezel width 6 mm to 8 mm : 1 marks Note: Here, bezel width refer to single display unit	As per Industry professional grade display design, the bezel width support is minimum 1/2 Inch(about 13mm) and the color depth of display is measured in billions. Request you to amend the below bezel width with minimum 13mm and mention the measurement in billions. a:Participant Display Screen: A. color depth 10 to 12 bit /> 1 billion : color depth 8 bit/< 1 billion. B. Bezel width equal or less 1/2 inch ; Bezel width> 1/2 inch . Additional 100 Marks for 3 Screen participant Immersive experience.	NO change in RFP Terms
40	63	63	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.	Refer Corrigendum
41	4	63	<b>Advance features:</b> The solution should provide Conferencing and collaboration capabilities which include audio and video conferencing, as well as collaborative capabilities such as dynamic steering audio, content sharing display, control panel, integration with Skype-for-business (SFB) and Microsoft teams.	Requesting to remove this point from scope of work since MS set up is not standards based and hence there is no direct integration with MS. Also, MS Teams is a cloud based platform and the solution proposed for TP is on-premise. The existing Polycom infra should be able to provide the interop	The Polycom infra would be having Hardware component for MS integration. However, the proposed product should be able to integrate with centralized polycom infrastructure with or without any additional component to achieve mentioned features.

42	Scope of Work	63	Vendor should ensure supply, installation, maintenance and warranty support for all onsite components of Immersive Video Conferencing Solution (hardware, software, license, firmware, middleware and other peripherals etc. including tables) preferably from same OEM (other than room renovation, chairs, tables and fixture but should be as per OEMs recommendation) along with its integration with the Bank's centralized video conferencing infrastructure.	Requesting bank to allow bidder to provide the TP table manufactured in India and certified by OEM	Yes, but the TP table should be of international standards.
43	Scope of Work	63	<b>Advance features:</b> The solution should provide Conferencing and collaboration capabilities which include audio and video conferencing, as well as collaborative capabilities such as dynamic steering audio, content sharing display, control panel, integration with Skype-for-business (SFB) and Microsoft teams	Need to check if bank need this capability from day one as we understand, bank is currently using SFB and moving to teams	Yes the capability is required from day one. Bank is currently using both SFB and Microsoft Teams.
44	Scope of Work	65	The successful bidder should be ready to shift, if required, 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.	Shifting of the services will attract additional charges. Bank to please provide necessary Documents for Logistic Support as per Govt Rules and Regulations. Also they have take Necessary insurance Cover for Logistic Support	Refer Corrigendum
45	Scope of Work	65	Vendor should provide support with its own resources which are on their permanent payroll.	Need clarification if bank is seeking for permanent on-site engineers for the entire term of project. If not then kindly define the scope of this clause in detail	Refer point no.34 of page no.68
46	15	65	Minimum Qualification for Project Manager: Degree in Electronics/ Computer Engineering with industry recognized certification in "Audio/ Video Conferencing and Collaboration", from OEM.	Audio/Video Conferencing and Collaboration certification is nowhere related to Project Management hence, the same should not be mandated for Project Manager Graduate with more than 5 Years of experience in the relevant field should be permitted	Refer Corrigendum
47	Scope of Work	65	The bidder must have necessary expert technical staff/Project Manager with certification from the OEM to understand the technical problems and provide proper resolution. Bidder has to appoint an onsite project manager with minimum 5 years' experience in executing similar projects for supervising the installation, commissioning and execution of the project. Bank reserves the right to ask for a change in the Project Manager, depending upon qualification/experience/ performance etc.	Requesting bank to allow qualified staff with similar experience without any certification foundations as the quality of work will not be impacted due to this	Refer Corrigendum

48	32	67	The available room dimension at each site/ location/ Offices has already been mentioned in Appendix-R. However, if bidder in his own interest want to do site survey before Bid submission, the same may be permitted upto dated 23.10.2019 without any cost to the Bank. The authorisation for site survey will be issued by DGM (Estate), Corporate Centre. Contact details for site survey authorisation are as under	Bank to ensure that the site is exactly in the same oerder specified in the Appendix-R and is in ready condition. Delay on account of non/ partial completion of infrastructure work is Bank responsibility and delay should not be counted on bidders head	Refer Corrigendum
49	Scope of Work	69	1. Facility of Power, UPS and Network connectivity will be provided by the Bank in VC room. However, connectivity and cabling up to VC equipment will be done by successful bidder. AC provisioning will be out of scope of the RFP but the same will be done by Bank in coordination with successful bidder.	# From NOC Room or near by RACK to VC Room Bank needs to pull Cables as per OEMs Requirements. # Placement of AC plays Significant Role in Noise & Voice Clarity - so Back to Back Alignment must be ensure by Bank. any delay in AC ducting, Piping and Cabling will affect the total deliverable timeline, ( without Completion of all those works, False Ceiling work and other mic and electrical cable work is not possible). # UPS Power must be as per Prescribed by OEM for Equipments	1. Infrastructure readiness at the designated sites will be discussed with selected bidder. 2. Any delay from Bank side on the readiness of infrastructure will not incur penalty to the vendor.
50	Scope of Work and Payment Schedule Clause-37	69	Facility of Power, UPS and Network connectivity will be provided by the Bank in VC room. However, connectivity and cabling up to VC equipment will be done by successful bidder. AC provisioning will be out of scope of the RFP but the same will be done by Bank in coordination with successful bidder	Power and LAN connectivity should be extended by Bank up to VC room as per Banks specification and design.	Facility of Power, UPS and Network connectivity will be provided by the Bank in VC room.
51	1	70	Delivery -Timelines	Considering these are long lead items we request the bank to provide 12 weeks for delivery and 4 weeks for implementation.	Refer Corrigendum
52	1	70	Delivery - Payment terms	We request the Bank to release the payments against Running account bills.	Refer Corrigendum
53	70	70	8 weeks fro the date of PO	16 weeks from the date PO	Refer Corrigendum
54	70	70	Not specified	8 weeks from the date of delivery, subject to site readiness.	Refer Corrigendum
55	1	70	Delivery schedule : 8 Weeks from date of purchase order	As per the recent experiences, delivery of VC Equipment takes approximately 12 weeks from the PO date. Hence Bank is requested to allow delivery of the equipment within 12 weeks from delivery of the date of purchse order.	Refer Corrigendum
56	1	70	Payment Terms	Bank is requested to define payment term for Installation/ Commissioning	Refer Corrigendum
57	1	70	70 % on delivery of IT and non-IT hardware and readiness of Immersive Video Conferencing Studio.	Please clarify on "readiness of Immersive Video Conferencing Studio."	Refer Corrigendum

58	Payment Schedule	70	Training Cost	Kindly elaborate the timelines given, does the vendor need to provide training at fixed interval yearly.	Refer point no.14 in Appendix-E
59	Other Terms & Penalties	88	Delivery of all solution component should be within 8 weeks from date of placing of order. In the event of the any or all equipment(s) not being delivered, installed, tested and commissioned within a period of 12 weeks from date of Purchase Order	Requesting to extend the timeline to 14-16 weeks as there might be restriction on working hours and bidder may be allowed to work only during a few hours in a day/week	Refer Corrigendum
60	Other Terms & Penalties	89	Vendor shall ensure that faults and failures intimated by the Bank as above are set right within 24 hours of being informed of the same. In any case the Equipment should be made workable and available not later than the next working day of the Bank.	Resolution TAT to be dependent on the city of installation. TAT would be different for Tier I, Tier II and Tier III cities	No change in RFP Terms
61	Appendix-M Service Level Agreement	94		We request that the Bank and the successful Bidder shall mutually agree the terms and conditions of service level agreement. Notwithstanding the same, we request the following modifications in respect of 15 of the Service Level Agreement	No Change in RFP Terms
62	110	110	Appendix A - 15 GENERAL INDEMNITY	We request making modifications to limit indemnities to the following: a. Indemnity in case of third party claim to Bank arising due to case of death or damage to physical tangible property caused due to gross negligence or willful misconduct of Service Provider b. Indemnity in case of third party claim to Bank due to violation of third party IPR in the services provided	No Change in RFP Terms

63	Appendix-Q	129	<p>PRE CONTRACT INTEGRITY PACT</p> <p>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</p>	<p>We agree to execute the Integrity Pact given by the Bank, however, we request deleting the provision of Fall Clause from therein. Please note that prices quoted are based on several factors, including quantity, location of delivery, dollar rates, discounts received from OEMs and other contractual risks. For all practical purposes, we request deletion of the Fall Clause from the Integrity Pact.</p> <p>We also wish to bring to your notice, that CVC issued a Circular, formulating standard operating procedure for adoption of Integrity Pact and the same does not include Fall Clause as an essential ingredient of the Pact. Please refer to the enclosed CVC Circular, for your information. [Enclosed CVC Circular].</p>	No change in RFP Terms
64				<p>Bidder already has an existing MSA with State Bank of India, dated June 28, 2016. We request SBI, to confirm that in case of Dimension Data becoming a successful bidder, the terms and conditions of the existing MSA shall prevail and Parties shall execute necessary Purchase Orders under the said MSA. Subject to the same, the following are some specific comments on the RFP</p>	No Change in RFP Terms