

Addendum - RFP #122014 (Pre Bid Queries Response)

RFP for supply, implementation & maintenance of DR Automated Solution for Single Click Failover / Fail-back & Switchover / Switchback

Sr. No.	Page No.	Point/Section No.	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank's Response
1	18	2.3.1	Warranty/AMC/ATS Support service	We request to insert the standard exceptions and exclusions to the warranty clause relating to tampering, misuse, use in combination etc. of the products delivered by the Bidder.	Clause 2.3.1 is self explanatory
				We request to add disclaimer to warranty –	
				EXCEPT AS SET FORTH IN THIS SECTION, BIDDER MAKES NO WARRANTIES TO THE BANK, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER ANY STATEMENT OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER.	
2	21	3.1.2.3	Price Bid	We request to clarify that the bid price shall be exclusive of all applicable taxes, duties levies, VAT/Sales Tax/ Service Tax/Octroi/LBT.	No change in RFP
3	27	3.1.5.15	Changes to the RFP	We request to clarify that this clause is covered in detail in clause 3.2.10.2 and 3.2.10.4 respectively. Hence please delete.	No change in RFP
4	29	3.2.2	Ownership, Grant and Delivery	We request to add the following to this clause:	No change in RFP
				1. Request to insert provisions for protection and usage of "Pre-existing intellectual property".	
				2. Also, request to insert a clause wherein the intellectual property of any third party products shall be owned by the respective third party rights and Bank shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.	
				3. License to Bidder's product (if any) shall be subject to a separate license agreement executed by the parties.	

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5	32	3.2.9	Order Cancellation	We request to delete this clause since termination clause covers the requirement.	No change in RFP
6	32	3.2.10.3	Indemnity	We request to delete sub clause iv since the remedy for any breach of any terms of this agreement or the agreement and amendments is termination and covered under clause 3.2.33.2. Also request to delete sub clause v and vi.	No change in RFP
7	32	3.2.10	Indemnity	We request to include standard exceptions and exclusions to indemnity of the Bidder/Sl.	No change in RFP
8	33	3.2.11	Inspection of Records	We request to add the following to this clause :	The necessary inspection would be carried out as per Bank's requirement with reasonable advance notice period.
				1. By giving at least 15 days advance written notice and subject to confidentiality and security requirements as specified by the Bidder. Bank should ensure that such auditors are not competitors of the Bidder.	
9	34	3.2.14	Penalty	We request to clarify that Liquidated damages and Penalty shall be levied only if the failure/default is due to reasons solely and entirely attributable to the Bidder. It shall be applicable @ 0.5% of the value of the delayed/defective goods/services up to a maximum of 5% of the value of the delayed defective goods/services.	No change in RFP
10	35	3.2.18	Confidentiality	We request to clarify that confidentiality obligations have to be made mutually applicable for both Bidder and Bank.	Already explained in 3.2.18
11	37	3.2.18.6.1	Confidentiality	One of the standard exclusions to the confidential information need to be included- is in Receiving Party's possession at the time of disclosure or	
12	37	3.2.18.6.4	Confidentiality	We request to modify the language to be read as follows:	No change in RFP
				The confidentiality obligations shall survive for a period of two (2) years from the expiry or termination of the agreement between the Bidder and the Bank.	
13	38	3.2.23	Bidder's Liability	We request to modify the language in the first para:	No change in RFP
				The total cumulative liability of each party under the terms of this Agreement shall not exceed the total fees actually received by Bidder from the Bank for the services Service that gives rise to such liability during the twelve month period immediately preceding such claim.	
14	38	3.2.24	Guarantees	We request this clause to be deleted since we do not give any guarantees instead we have given warranty which is covered under clause 2.3.1	No change in RFP

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15	42	3.2.33.1	Termination	We request to add the following sentence:	Already explained in clause 3.2.34.2
				In case of termination Bank shall make all payments for all services delivered up to the effective date of termination.	
				We request to modify the language to be read as follows:	

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16	42	3.2.33.3	Termination	The Bidder shall also have a right to terminate this contract by giving 30 days written notice, in event of breach of any terms and conditions of it by the Bank, provided the breach is not cured by the Bank within such notice period.	No change in RFP
17	46	5	Payment Terms	We request to add the following:	
				1. All invoices and bills will be raised by Bidder as per the Payment Terms and will become due for payment within thirty (30) days of presentation.	No change in RFP
				2. Bidder to have the right to levy an interest at the rate of 2 percent per month for all payments due for more than thirty (30) days on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest.	No change in RFP
				Bidder also have the right to withhold provision of Services in case of non-payment of invoices within 30 days of receipt of invoice and any such withholding by the Bidder shall not be treated as breach.	No change in RFP
18	1	1.1	Annexure -4	Need to add the following to clause No. 1 as sub clause 1.3:	No change in RFP
				The following shall not be included in the total time, while calculating uptime :	
				1. Time lost due to power or environment failures	
				2. Time taken to recover the computer equipment because of power or environment failures.	
				3. Time lost due to damage or malfunction of the equipment or any of the units thereof due to causes attributable to Bank, such as attachment of additional devices, making alteration to the system, participate in maintenance of the system, etc., without Bidder's consent.	
				4. Time taken for scheduled maintenance/troubleshooting (including back-up and restore times) either for preventive purposes or improvement in function or other purposes;	
5. Time taken for reconfiguration or other planned downtime situations; Scheduled shutdowns as required by Bank. Bidder may also request Bank for a shutdown for maintenance purpose, which request will not be denied unreasonably by Bank.					
				6. Time taken for booting the systems.	

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				<p>7. Time taken to get approval from all stakeholders for the exclusive availability of system for support activities where the prospective solutions can be tested prior to promotion into production.</p> <p>8. Time taken for Bank to approve the work around or fix.</p> <p>9. Time taken by the third party vendors and service providers for fixing a product related fault/ defect, replacement of part(s), or responding to clarifications.</p>	
19	-	-	Additional Clauses	<p>1. Acceptance of Deliverables: Need to incorporate acceptance procedure as well as a deemed acceptance provision –in event of non- issuance of acceptance certificate by Bank after completion of acceptance test or if Bank starts using the deliverables in live environment before giving such acceptance certificate.</p> <p>2. Applicability of the Tata Code of Conduct: The business activities of the Bidder (TCS) are self-regulated by the “Tata Code of Conduct”. Bank undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counsellor or the CEO of Bidder. Bidder in turn, undertakes that it will maintain confidentiality of all communications received.</p>	No change in RFP
20	22	3.1.2.5	“...comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of this agreement, and the Bank shall not pay any additional cost for the same.”	We request to limit this scope during implementation of solution. On Acceptance of Solution, any charges will be charged as mutually agreed rates.	The clause is revised as “The price quoted by the bidder shall be inclusive of carrying out any mutually agreed modifications changes to the deployed solutions- software or equipment that is required to be made in order to comply with any statutory or regulatory requirements changes arising during the subsistence of this agreement, and the Bank shall not pay any additional cost for the same.”

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21	26	3.1.5.7	The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.	Bank may change in the terms and conditions, provided discussed with the vendor, as based on the same bidder will bid for deal.	No change in RFP
23	26	3.1.5.10	Right to Alter Quantities	Request to limit change to +/-10%.	No change in RFP
24	11	1.2	"In future bank is looking solution for DWH and foreign office CBS and its applications."	Bank of Maharashtra is intending to scale this solution to future banking applications like DWH and foreign office CBS. Are the licenses been scoped in the current configuration or it would be considered as a separate project.	Required licenses would be procured at the rate defined in successful bidder's contract.
25	46	5	Application Cost - <ul style="list-style-type: none"> 80% of the cost would be payable on delivered proposed solution on successful post delivery of the respective proposed solution and one successful site DR Drill. 	Request to please revise the same : <ul style="list-style-type: none"> 100% of the cost of software licenses on delivery. 	80% of the Software License cost would be payable on delivery of proposed solution licenses.

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			20% of the cost would be payable on delivered Proposed solution after sign-off of the solution.		20% of the cost would be payable on delivered Proposed solution after sign-off of the solution and one successful site DR Drill.
26	46	5	Implementation Cost -	Request to please revise the same :	
			100% of the Installation cost would be payable after installation of the respective proposed solution hardware and installation report signoffs, if Performance Bank Guarantee is submitted.	<ul style="list-style-type: none"> 75% Installation cost to be paid after completion of UAT. 	50% of Installation cost to be paid after completion of UAT.
				<ul style="list-style-type: none"> 15% within 30 days from completion of UAT. 	50% of the cost would be payable after one successful site DR Drill.
			10% after performing the first DR DRILL.		
27	47	5	Facilities Management – AMC and ATS Costs:	Request to please revise the same :	
			<ul style="list-style-type: none"> The annual amount to be paid towards AMC/ATS would be divided into 4 equal Installments, to be paid quarterly at the end of each quarter. 	<ul style="list-style-type: none"> The annual amount to be paid towards AMC/ATS should be paid annually in advance. 	No change in RFP
			The annual amount to be paid towards People deployment would be divided into 4 equal installments, to be paid quarterly at the end of each quarter	The annual amount to be paid towards People deployment should be paid annually in advance.	No change in RFP
28	2	Annexure-4- Service-levels, Section 1.2, section 1.2.6	"Bidder should include every new application in DR automated solution as a part of contract and include in DR Drill."	Request Bank of Maharashtra to change the details to :	Bank would procure required licenses and implementation services as per successful bidder's contract.
				"Bidder should implement all the scoped application in DR Automated solution as part of the contract and include in DR Drill."	
				Every new application which is not in the current scope should be considered as separate project.	

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29	1	Annexure-5-Minimum-Technical-requirement	The solution should have facility for Policy-driven SLA Management. Tool should be capable to establish SLA policies by host, by business service or by business unit. The tool should monitor the configuration against those Policies, and issue alerts if SLA violations are detected.	Point no. 22 and point no. 26 are the same. Request Bank to remove any one.	Point no. 26 can be treated as deleted.