

Clarifications and Amendments for the RFP for Supply, Installation, Customization and Maintenance of On-Premises Backup Solution for e-Mails and Sharepoint Data Stored in Microsoft Azure Cloud (Ref: CO/ITD/1104/2021-22 Date: 17/09/2021)

Clarifications

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1	16	Eligibility Criteria	The bidder/OEM should have implemented the quoted solution in at least 3 organizations during last three years and at least one implementation should be for backing up of more than 20,000 mail boxes of Microsoft O365 (Azure Cloud) in a single implementation (reference to be provided).	The Bidder should have Supplied /implemented Backup/Storage/ Data Centre/HCI Solutions in at least 2 organizations during last 5 years	Please refer point no. 1 in amendment corrigendum.
2				Request Bank to Amend this clause as overall number of users protected in India is more than 12000 users.	
3				f) The bidder/OEM should have implemented the quoted solution in at least 3 organizations during last three years	
4				The bidder/OEM should have implemented the quoted solution in at least 3 organizations during last three years for backing up of Microsoft O365 (Azure Cloud) (reference to be provided).	
5	16	Eligibility Criteria	The Bidder should have Office in Chennai.	We as a system integrator are working on couple of government projects which include Data Centres, implementation of software's, Infrastructure etc both in SDC/SWAN/Central Government, request if you could allow the bidder to submit an undertaking and rephrase it as "The bidder should have an office in Chennai or can	Please refer point no. 2 in amendment corrigendum.



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				submit an undertaking to open an office in chennai within first 3 months post been awarded the bid"	
6	16	Eligibility Criteria	Bidder & OEM must have Online portal and e-mail facilities for lodging & tracking of complaints. From Eligibility Criteria point g	Industry wide followed practice is where the OEM provides an online support creation, request you to kindly rephrase it as "OEM must have Online portal and e-mail facilities for lodging & tracking of complaints/support cases. Bidder to provide one resource to manage the solution onsite for L1 & L2 support, share escalation Matrix for calls lodging at OEM Portal also Bidder to ensure resolution of problem within stipulated timelines."	Please refer point no. 3 in amendment corrigendum.
7	32	Technical Specifications	The IT infrastructure (Servers and Storage) required for deploying the application will have to be provided by the SI.	The IT infrastructure (Servers and Storage) required for deploying the application will have to be provided by the SI or the OEM.	It is clarified that the IT Infrastructure (Servers and Storage) can be of different OEM than the proposed software solution. The bidder to supply the solution as a whole to the Bank.
8	33	Technical Specifications	Proposed backup Solution should be licensed to cover all 22000 mailboxes (21009 Existing + 991 kept as Buffer for future requirement) used by the Bank. Proposed	Proposed backup Solution should be licensed to cover all 22000 mailboxes (21009 Existing + 991 kept as Buffer for future requirement) used by the Bank. Proposed licensing metric	Please adhere to the terms and conditions.



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			licensing metric should not restrict the Bank based on storage requirement for backup of data.	should not restrict the Bank based on user mailboxes.	
9	33	Technical Specifications	The solution should support upgradation of storage at a later stage of time for supporting backup of additional data (not envisaged as part of this tender) from Microsoft cloud without any additional cost to the Bank.	It would not be possible for any SI to provision unlimited storage. Say, if he provides unlimited storage, he may not be L1 in the bid. How would you qualify him?	It is clarified that the proposed solution as response to this bid should be able to sustain the backup requirements as per the sizing provided in the bid. For any unforeseen additional storage requirement in the future, the upgradation of the storage will be under the scope of the Bank.
10	33	Technical Specifications	Proposed backup Solution should be licensed to cover all 22000 mailboxes (21009 Existing + 991 kept as Buffer for future requirement) used by the Bank. Proposed licensing metric should not restrict the Bank based on storage requirement for backup of data.	Bank presently has around 22,000 mailboxes and is likely to grow in number of users from time to time. Provided solution should not be limited in terms of scalability from user licensing methodology.	Please adhere to the terms and conditions.
11	34	Technical Specifications	The solution must support Unlimited retention for the backed up data	Please clarify the expectation from unlimited Retention	The proposed solution must be capable of backing up and storing data for an unlimited period of time. There should be no maximum time limit for



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					restricting the availability of backed up data. The IT infra may be upgraded/replaced in the future by the Bank, but the backed up data must be migrated to the new Infra.
12	34	Technical Specifications	Solution should have the capability to support online auto-discovery of new mailboxes/ sites/ onedrive accounts to be added in a backup policy.	Please clarify the need for online-auto discovery of new-mailboxes/sites/onedrive accounts to be added in a backup policy.	Please refer point no. 4 in amendment corrigendum.
13	34	Technical Specifications	Backup Data should be stored in a solution neutral file format, which should be able to be restored from any of the solution in the market.	This would be a major security risk. Please have this point removed. If the solution provides neutral file format, then anyone can access that data.	Please refer point no. 5 in amendment corrigendum.
14	35	Technical Specifications	The proposed solution should be able to upgrade to support at-least 30,000 users of the Bank.	The proposed solution should be able to upgrade to support at-least 30,000 users of the Bank, without any additional license cost.	Please adhere to the terms and conditions.
15	33	Technical Specifications	The backup solution should be capable of backing up public folders hosted on Microsoft 365 servers.	Request the bank to confirm the infrastructure on which the public folders are hosted	The public folders will be available on Azure Cloud .
16	33	Technical Specifications	The proposed backup solution should provide complete security and efficiency of data protection by leveraging	Request the bank to update the requirement for deduplication or compression	Please refer point no. 6 in amendment corrigendum.



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			global deduplication, encryption, compression, and WAN-optimized		
17	33	Technical Specifications	The proposed backup solution should support backup consistency checks for guaranteed data recovery. The solution should have the option to run these tests on daily, weekly, monthly and the latest backups.	Request the bank to consider CRC checks which is done immediately after the backup process. Since the backups are not edited or modified after the initial backup, consistency checks are not performed periodically.	Please refer point no. 7 in amendment corrigendum.
18	33	Technical Specifications	The proposed backup solution should support replication of the backups to a DR site, and it should be capable of exporting specific backups to the DR servers or even to widely used public or private clouds	Request the bank to support backup copy to public archive tier storage classes for Retention	Please adhere to the terms and conditions.
19				Please confirm DR is not part of the solution and we don't need to provide servers and storage for DR location	It is clarified that the DR setup is not part of scope as part of this RFP.
20	34	Technical Specifications	The software should be able to generate logs & report e.g. de-duplication report, Data growth analysis report, Compute utilization report during backup etc	Request the bank to support the reporting of the parameters from the solution, rather than only the software	It is clarified that the reports are expected at Solution level only.
21	35	Technical Specifications	The proposed solution should be able to integrate with Bank's existing Tape library to	Request bank to consider long term retention to the Public Cloud Archive Tiers only due to the reliability of the media sets	Please adhere to the terms and conditions.



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			tape-out the backed up data. The backup		
22	35	Technical Specifications	The proposed Hardware quoted by bidder for deploying the Backup solution should have below specifications: - Rack Mounted - Dual Power Supply - Redundant Cooling Fans - Dual Socket Servers (If Server is proposed) - Dual Controller Storage - Redundant (Card Level) 10 Gbps Ethernet and 16 Gbps Fiber ports. - Storage Capacity per disk should not be more than 10 TB. - The storage should be configured with RAID5/RAID6 with minimum 2 Global hot spare.	Need for Dual Controller Storage. Provided License Should be Perpetual Will 0365 backup needs to integrate with the existing backup solution ? If yes what is the backup solution used	Please refer point no. 8 in amendment corrigendum.
23				Need fo -Storage Capacity per disk should not be more than 10/12 TB Dual Controller Storage.	
24				Need for Dual Controller Storage.	
25	25	Scope of Work	The bidder should supply, install and commission the necessary Hardware and Software licenses for deploying the Backup solution in the Bank's premises.	Please confirm do we need to provide cooling, networking and separate firewall as well	It is clarified that the cooling, networking and firewall is under the scope of the Bank. Bidder to provide the required cables for connecting the solution to Bank's network switches.



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26	26	Scope of Work	The bidder should support Bank towards closing any Audit related vulnerability in the solution	Please confirm do we need to perform the VAPT for the application	VAPT will be performed by the Bank. Mitigating the vulnerabilities raised in VAPT is under the scope of the bidder.
27	26	Scope of Work:	Bidder should provide the Rack 'U' requirement for mounting the Hardware supplied by the bidder. Rack space will be provided by the Bank. The Power and cooling requirement along with Bandwidth requirement from Bank's DC to Microsoft Azure cloud will have to be provided by the bidder.	Can we provide tower server.	Please adhere to the terms and conditions.
28				- Please confirm do we need to supply power and backup power UPS as well	Bank will provide the UPS backed Power supply for the solution
29				- Please confirm do we need to provide IIL at bank DC location for the bandwidth requirement. If yes, please suggest the suitable bandwidth size	Network Bandwidth between Bank's DC and Azure cloud is under the scope of the Bank.
30				- Please confirm do we have existing Azure Express route setup or you are expecting this from bidder please confirm the bandwidth requirement	
31	34	Technical Specifications	The proposed backup solution should support the backup of data to Bank's identified cloud vendor in the future.	Can we provide Cloud backup solution instead of on-premises. Cloud backup solution will benefit you in teams of cost, security and high availability	Please adhere to the terms and conditions.
32	34	Technical Specifications	The proposed backup solution must be able to restore data back to Microsoft cloud as and when required	Can we provide Cloud backup solution instead of on-premises. Cloud backup solution will benefit you in teams of cost, security and high availability	Please adhere to the terms and conditions.



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33	35	Technical Specifications	Bank will provide 100 Mbps MPLS connectivity between the Azure cloud and Bank DC.	Please confirm, This can be read as bank is already have the Express route setup between Azure Cloud and Bank DC and some need to be used for the backup	Network link between Bank's DC and Azure cloud is under the scope of the Bank.
34	17	Payment Terms	On Delivery: Eighty (80) % of the price of the hardware/software delivered at the respective location mentioned in Purchase order will be paid within 15 days of submission of Invoice copy and Proof of delivery duly counter signed by the Bank's Representative, Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy.	On Delivery: Ninety (90) % of the price of the hardware/software delivered at the respective location mentioned in Purchase order will be paid within 15 days of submission of Invoice copy and Proof of delivery duly counter signed by the Bank's Representative, Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy.	Please adhere to the terms and conditions.
35	17	Payment Terms	On Installation: Twenty (20) % of the hardware/software delivered & installed/configured at the respective location mentioned in Purchase order will be paid on submission of Installation Certificate duly counter-signed by the Bank's Representative	On Installation: Ten (10) % of the hardware/software delivered & installed/configured at the respective location mentioned in Purchase order will be paid on submission of Installation Certificate duly counter-signed by the Bank's Representative	Please adhere to the terms and conditions.



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36	15	PROJECT MILESTONE AND TIME LINE	The Delivery of the equipment and Licenses should be completed within 6 weeks and installation/configuration should be completed within 2 weeks from the date of delivery. Total time for delivery and installation/configuration should not exceed 8 weeks from the date of purchase order.	The Delivery of the equipment and Licenses should be completed within 6 weeks and installation/configuration should be completed within 6 weeks from the date of delivery. Total time for delivery and installation/configuration should not exceed 10 weeks from the date of purchase order.	Please refer point no. 9 in amendment corrigendum.
37	34	Technical Specifications	The Solution should be licensed to support backups of Exchange Online, Sharepoint, One Drive for business and MS Teams. Bank should be provided with the highest level of licensing (in-case vendor has various licensing tiers or levels). Provided licenses should be for a contract period of 5 Yrs (Perpetual/Subscription) and there should not be any exit cost or limitations in data recovery at time for the backups created.	The Solution should be licensed to support backups of Exchange Online, Sharepoint, One Drive for business and MS Teams. Bank should be provided with the highest level of licensing (in-case vendor has various licensing tiers or levels). Provided licenses should be for a contract period of 5 Yrs (Perpetual) and there should not be any exit cost or limitations in data recovery at time for the backups created.	Please adhere to the terms and conditions.



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38	NA	Additional Clause	The Hardware should support backing up of entire mail box in minimum time. The hardware viz Server /Appliance nos should be increased accordingly for providing backup in minimum time.	Request Bank to mention the duration and or no of Servers/Appliances for period of backing up.	Please adhere to the terms and conditions.
39	8	Make in India	MAKE IN INDIA -- Certificate of Local Content as per Make in India Guidelines to be co signed by OEM and Bidder-Need clarity	NA	Detailed "Make in India" clause given in Annexure.
40	16	Eligibility Criteria	As the Balance sheet is in audit for year 2020-2021, request acceptance of last three years balance for years 2017-2018 / 2018-2019 / 2019 - 2020 for the below point	NA	Please adhere to the terms and conditions.
41	16	Eligibility Criteria	The Bidder should have Net profit during last three financial years of the bidder (2018-19,2019-20 and 2020-21).	We request bank team to amend this clause as follows " The Bidder should have Positive Net worth during last three financial years of the bidder (2018-19,2019-20 and 2020-21). Or The Bidder should have Net Profit in any 02 of the last three financial	Please refer point no. 10 in amendment corrigendum.



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				years (2018-19,2019-20 and 2020-21).	
42	15	Warranty/AMC	<p>The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Bank's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>· This onsite comprehensive warranty with 24 * 7 support shall remain valid for 36</p>	<p>Bank to kindly confirm that warranty, support, AMC/ATS conditions in respect of products/software supplied will be as per the OEM/OSD warranty terms and conditions and Bidder being an authorized reseller, will pass on such warranties "as-is", to the Bank. All implied warranties are hereby excluded. All patches, upgrades, bug fixes, preventive maintenance will be provided by the OEM.</p>	<p>Please adhere to the terms and conditions.</p>



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			<p>months after the Goods have been installed at the final destination indicated in the Contract, or for thirty-nine (39) months after the date of receipt of shipment at the destination, whichever period concludes earlier. Necessary documents should be provided for back to back support from respective OEMs. The Bank shall promptly notify the Supplier in writing/by mail of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Bank. All the supplied Hardware and software have to be covered under back to back support from the respective OEMs for the full contract period.</p> <p>· After completion of warranty period of three Years, AMC will be entered for a further period</p>		



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			of 2 years. However, Bank has the right to enter into AMC agreement with other vendors.		
43	17	Maintenance and Support	The bidder has to provide onsite support by posting one resource at Bank premises in Chennai for a period of six months on all bank working days after go-live and provide support in case of exigency. During this time, support resource will be responsible for maintaining and upkeep of the solution and provide support to end-users for any issues related to the solution. Bidder has to provide detailed training and documentation of the solution and hand over to the Bank personnel at the end of six months.	Bank to kindly confirm that warranty, support, AMC/ATS conditions in respect of products/software supplied will be as per the OEM/OSD warranty terms and conditions and Bidder being an authorized reseller, will pass on such warranties "as-is", to the Bank. All implied warranties are hereby excluded. All patches, upgrades, bug fixes, preventive maintenance will be provided by the OEM.	Please adhere to the terms and conditions.
44	19	Sub-Contracting	The supplier will not subcontract or delegate or permit anyone other than the suppliers' personnel to perform any of the work, service or other performance required of the supplier under	Bank to kindly confirm that such consent will not be unduly withheld or delayed.	Please adhere to the terms and conditions.



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			this agreement without the prior written consent of the Bank.		
45	20	Insurance	<ul style="list-style-type: none"> The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes. The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery. Any damage happens to all equipment due to non-availability of storage cum erection policy, the supplier has to bear the losses. In case of discrepancy in 	<p>Kindly confirm that the Bidder will provide transit insurance upto the Client location. Kindly remove the requirement of the additional 3months insurance and the 0.1% deduction as these are not acceptable.</p>	<p>Please adhere to the terms and conditions.</p>



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			<p>hardware/software supplied, it is successful bidder's responsibility to replace/repair the equipment immediately even without recourse to the insurance.</p> <p>· If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the last date of delivery of goods, then 0.1% of the invoice value will be deducted from the payment for each insurance.</p>		
46	20	Limitation of Liability	<p>Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for</p> <p>a) IP Infringement indemnity. b) Bodily injury (including Death) and damage to real property and tangible property caused by Supplier's gross negligence. For the purpose for the section, contract value</p>	<p>Kindly confirm the revision of the clause: Supplier's aggregate liability under the contract shall be limited to a maximum of 50% the annual contract value. This limit shall not apply to third party claims for a) IP Infringement indemnity related to Bidder services. b) Bodily injury (including Death) and damage to real property and tangible property caused by Supplier's gross negligence. For the purpose for the section, contract value at any given</p>	<p>Please adhere to the terms and conditions.</p>



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			<p>at any given point of time, means the aggregate value of the purchase order placed by bank on the Supplier that gave rise to claim, under this tender. c) Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.</p> <p>For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.</p>	<p>point of time, means the aggregate value of the purchase order placed by bank on the Supplier that gave rise to claim, under this tender. Neither party shall be shall be liable for indirect, special and consequential loss and damages including but not limited to loss of profit, anticipated savings, loss of data, loss of business.</p>	
47	21	Termination for Default	<p>The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part: a. if the Selected bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;</p>	<p>Kindly confirm that the Bank may only terminate if at the end of the 30days Bidder is unable to remedy the breach. Further termination shall not affect our rights already accrued under the contract for payment of Goods or Services already provided before the date of termination. Kindly remove the portion for any excess costs to be paid by bidder.</p>	<p>Please adhere to the terms and conditions.</p>



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			<p>b. if the Selected bidder fails to perform any other obligation(s) under the Contract.</p> <p>c. If the Selected bidder, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>d. In case of Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.</p> <p>For the purpose of this clause:</p> <p>“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>“fraudulent practice” means a</p>		



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			<p>misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.</p> <p>In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>		



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48	22	Termination for Convenience	<p>Bank, by 90 days written notice sent to the Successful bidder, 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 Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>The Equipment that are delivered in working condition and ready for deployment as on date of service provider's receipt of notice of termination shall be accepted by the bank at the Contract terms and prices.</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 besides invoices for services availed till date of termination:</p> <p>(i) costs for performing or supplying deliverables as at the date of the termination notice; and (iii) costs that may be incurred by Successful bidder, which it is unable to mitigate or recover.</p>	Please adhere to the terms and conditions.
49	23	Intellectual Property Rights	<p>Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual</p>	<p>We request that provisions related to IPR be restricted to Third party indemnification claims arising from infringement of IPR in respect of the Services provided by Bidder.</p>	Please adhere to the terms and conditions.



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			<p>property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.</p> <p>Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.</p> <p>In the event that the Deliverables become the subject of claim of violation or infringement of a third party's</p>		



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			intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies		



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			<p>contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.</p> <p>The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive</p>		



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			obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby. The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors.		
50	27	Indemnity Clause	If at the time of the supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages		Please adhere to the terms and conditions.



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			which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified on that behalf.		
51	28	Assignment	If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity (without any cost to the Bank) and such an act shall not affect the obligations of the Service Provider under this RFP. In such case, decision of the new entity will be binding on the successful bidder.	Requesting Bank to provide prior notification regarding the same.	Please adhere to the terms and conditions.
52	28	Negligence	In connection with the work or contravenes the provisions of other Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may	Bank to kindly confirm that in the instance of any negligence during the provision of services, Bidder will be provided 30 days notice to remedy the breach before the Bank terminates the contract.	Please adhere to the terms and conditions.



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			after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.		
53	48	Indemnity clause	"The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers,	Kindly remove the Indemnity clause from the NDA, as the best remedy for breach of confidentiality if an injunction or a suit for specific performance.	Please adhere to the terms and conditions.



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			employees, agents or consultants.”		
54	NA	NA	Additional Clause	O365 Backup should be Integrate with Existing backup	Please adhere to the terms and conditions.



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Amendments

Sl. No.	Page. No.	Sub-Clause	Description of the Clauses	Bank Remarks
1	16	Eligibility Criteria	The bidder/OEM should have implemented the quoted solution in at least 3 organizations during last three years and at least one implementation should be for backing up of more than 20,000 mail boxes of Microsoft O365 (Azure Cloud) in a single implementation (reference to be provided).	The revised clause stands: The bidder/OEM should have implemented the quoted solution in at least 2 organizations during last three financial years. The solution should be deployed for backing up mail boxes of Microsoft O365 (Azure Cloud)
2	16	Eligibility Criteria	The Bidder should have Office in Chennai.	The Clause stands removed.
3	16	Eligibility Criteria	Bidder & OEM must have Online portal and e-mail facilities for lodging & tracking of complaints. From Eligibility Criteria point g	The revised clause stands: OEM must have Online portal and both (Bidder & OEM) must have e-mail facilities for lodging & tracking of complaints.
4	34	Technical Specifications	Solution should have the capability to support online auto-discovery of new mailboxes/ sites/ onedrive accounts to be added in a backup policy.	The Clause stands removed.
5	34	Technical Specifications	Backup Data should be stored in a solution neutral file format, which should be able to be restored from any of the solution in the market.	The Clause stands removed.
6	33	Technical Specifications	The proposed backup solution should provide complete security and efficiency of data protection by leveraging global deduplication, encryption, compression, and WAN-optimized	The revised clause stands: The proposed backup solution should provide complete security and efficiency of data protection by leveraging de-duplication/compression, encryption, and WAN-optimized replication.
7	33	Technical Specifications	The proposed backup solution should support backup consistency checks for guaranteed data recovery. The solution should have the option to run these	The revised clause stands: The proposed backup solution should support automated option to run consistency checks for ensuring backup consistency.



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			tests on daily, weekly, monthly and the latest backups.	
8	35	Technical Specifications	The proposed Hardware quoted by bidder for deploying the Backup solution should have below specifications: - Rack Mounted - Dual Power Supply - Redundant Cooling Fans - Dual Socket Servers (If Server is proposed) - Dual Controller Storage - Redundant (Card Level) 10 Gbps Ethernet and 16 Gbps Fiber ports. - Storage Capacity per disk should not be more than 10 TB. - The storage should be configured with RAID5/RAID6 with minimum 2 Global hot spare.	The revised clause stands: The proposed Hardware quoted by bidder for deploying the Backup solution should have below specifications: - Rack Mounted - Dual Power Supply - Redundant Cooling Fans - Dual Socket Servers (If Server is proposed) - Dual Controller Storage - Redundant (Card Level) 10 Gbps Ethernet and 16 Gbps Fiber ports. - Storage Capacity per disk should not be more than 12 TB. - The storage should be configured with RAID5/RAID6 with minimum 2 Global hot spare.
9	15	Project Milestone and Time Line	The Delivery of the equipment and Licenses should be completed within 6 weeks and installation/configuration should be completed within 2 weeks from the date of delivery. Total time for delivery and installation/configuration should not exceed 8 weeks from the date of purchase order.	The revised clause stands: The Delivery of the equipment and Licenses should be completed within 7 weeks and installation/configuration should be completed within 2 weeks from the date of delivery. Total time for delivery and installation/configuration should not exceed 9 weeks from the date of purchase order
10	16	Eligibility Criteria	The Bidder should have Net profit during last three financial years of the bidder (2018-19,2019-20 and 2020-21).	The revised clause stands: The Bidder should have Net profit in any two of the last three financial years (2018-19,2019-20 and 2020-21).



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Annexure

Make in India:

This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no. P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) and basis of allotment will be done in terms of the same.

i. Definitions: For the purpose of this RFP

- a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- b. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.
- c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
- d. 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.
- e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a RFP, bidding process or other procurement solicitation as adjudged in the evaluation process as per the RFP or other procurement solicitation.
- f. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier' may be above the L1 for the purpose of purchase preference.



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- ii. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement
- a. In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
 - b. In procurement of all goods, services or works, not covered by sub-para ii(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- iii. Purchase Preference
- a. Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by bank in the manner specified here under.
 - b. In the procurements of goods or works which are covered by para ii(b) above and which are divisible in nature, the 'Class-I local supplier shall get purchase preference over 'Class-II local supplier', as per following procedure:
 1. In case there is sufficient local capacity and competition for the item to be procured, as noted by the nodal ministry, only class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class-I local suppliers'
 2. In other cases, 'Class II local suppliers' may also participate in the bidding process along with 'Class-I local suppliers' as per provisions of this Order.
 3. If 'Class-I local suppliers' qualify for award of contract for at least 50% of the tendered quantity, the contract will be awarded to all the qualified bidders as per the award criteria stipulated in the bid document. However, in case 'Class-I local suppliers' do not qualify for award for contract for at least 50% of the tendered quantity, purchase preference will be given to the 'Class-I local suppliers' over 'Class-II local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.



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4. First purchase preference will be given to the lowest quoting 'Class-I local suppliers', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local suppliers', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local suppliers', falling within 20% margin of purchase preference, and so on.
 5. To avoid any ambiguity during bid evaluation process, Bank may stipulate its own RFP/tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local suppliers' within the broad policy guidelines stipulated in sub-paras above.
- iv. Margin of Purchase Preference: The margin of purchase preference shall be 20%.
- v. Verification of Local Content:
- a. The 'Class-I local Supplier'/'Class-II local Supplier' at the time of tender, bidding or Solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier'/'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies) giving the percentage of local content.
 - c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.
- vi. If nodal ministry is satisfied and communicates to bank that Indian suppliers of an item are not allowed to participate and /or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item as per advise of nodal ministry.



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For the Purpose of above, a Supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being Supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.”

