

Pre-bid queries response dated on 11th Feb, 2020.

RFP NO: CO: BFSL/ SYS RFP/19-20/10

| Sr. No. | Bidder Name | Pg No | Point No | Tender Original Clause.. | Clarification | Request for Change / Modification / Addition / Deletion | BFSL Remarks |
|---------|----------------------------------|-------|----------|--|--|--|---|
| 1 | mangal compusolution | 9 | 3.2 | Project Scope | All necessary License's to run system will be vendor responsibility | Vendor will provide only the hardware with OS. Installation of any additional software will be the done by BOB. | BFSL will require updated OS (win10) + MS office (2013 or above) |
| 2 | mangal compusolution | 9 | 3.2 | Project Scope | SLA Penalty Calculation. | Resolution time to be 24 hrs for any given priority. For outside Mumbai, resolution time will be 2-4 working days, depending upon the location. | Currently requirement is only for Mumbai Location. SLA penalty clause remains same. |
| 3 | mangal compusolution | 18 | 8.2 | Indemnity | Loss of data due to selected vendor provided facility or | Protecting the data will be the responsibility of BOB, the Vendor will not be responsible of any data loss. | In case of hard disk crash vendor has to provide the data /cost of recovery. |
| 4 | mangal compusolution | 19 | 8.3 | No liability | Under no circumstances Company shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this project , even if Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business | Since the assets are not in the premises of the Vendor, Insurance to be taken by BOB for all the rental equipment provided | BFSL has all its required general insurance. However, RBI mandates that all vendors a financial institution engages with has requisite insurance cover. |
| 5 | mangal compusolution | 19-20 | 8.4 | Extension of Contract Post Expiry | The Company expects the benefits from any unanticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure/reduction of statutory charges, etc. and operations management methods that RFP for Empanelment of vendor for providing Rental IT Assets Page 20 of 32 yield more efficient operations, to be passed on through re-negotiation. No conflict between the Selected Bidder and the Company will cause cessation of services. | The above cannot be applicable on the assets already purchased and delivered to BOB, as the Vendor has already borne the cost of the assets. Rental rates will not be discounted due to any decrease in prices later on. | Change is Accepted. |
| 6 | mangal compusolution | 23 | 8.11 | Visitorial Rights | The Company and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the vendor's premises without prior Request for Proposal- Selection of notice to ensure that data provided by the Company is not misused. The selected bidder shall cooperate with the authorized representative/s of the Company and shall provide all information/ documents required by the Company | Kindly mention the scope of documents required. | It is an audit of the service provider of papers and aspects connected to the service provided to the company. |
| 7 | mangal compusolution | 23 | 8.12 | Monitoring and Audit | Compliance with security best practices may be monitored by various periodic security audits performed by or on behalf of the Company. The periodicity of these audits will be decided at the discretion of the Company. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls. To the extent that the Company deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the selected bidder shall afford the Company's representatives access to the selected bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The selected bidder must provide the Company access to various monitoring and performance measurement systems (both manual and automated). The Company has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval/notice to the selected bidder | Not applicable here as the Vendors property lies with BOB. Upon expiration of contract, it will be the responsibility of BOB to take their backup and return the equipment to the vendor. | Every entity we engage with is required to have the best security practice. |
| 8 | mangal compusolution | 27 | 8.27 | Privacy and Security Safeguards | The selected bidder shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Company location. The selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Company data and sensitive application software& data. The selected bidder shall also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Company location | | this is kept as a standard clause to cover any and all data shared, including company needs. |
| 9 | RAC IT SOLUTIONS PRIVATE LIMITED | 8 | 2.1 | Providing Rental of Servers, Laptop, desktop, scanner, printers, Switches, Router, Firewall, projector and speakers | IT Equipment | What is the Specifications? Whether require Existing or New Assets? What is the Qty.? For Qty. Ref. 3.1.5 - Pg. no.9 | BFSL would require new assets or either less than 1 year. Currently we are using 40 desktops and 2 laptops we cannot project future requirement. |
| 10 | RAC IT SOLUTIONS PRIVATE LIMITED | 9 | 2.2 | The tenure for empanelment initially would be for 3 years. Company can further extend this at its discretion at mutually agreed terms. | Tenure | Is it fixed tenure? Requirement for short term rental duration the how to incorporate in the contract? | Vendors will be empanelled for 3 years but rental tenure cannot be committed. |
| 11 | RAC IT SOLUTIONS PRIVATE LIMITED | 9 | 3.1 | 3.2 All necessary License's to run system will be vendor responsibility | Project Scope | Require detailed requirement of License (Including but not limited to Microsoft, Firewall, servers etc.) and Implementation along with scope of work | BFSL will require updated servers - like OS and in firewall - updated Firmware |
| 12 | RAC IT SOLUTIONS PRIVATE LIMITED | 9 | 3.1 | 3.4 In case of any failure Vendor has to fix issue or deploy standby within agreed SLA. | Project Scope | In place of Standby, replacement of equipment will be provided with equivalent or higher configurations with different generation | Change is Accepted only for same or higher specification. |

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| 13 | RAC IT SOLUTIONS PRIVATE LIMITED | 9 | 3.1 | 3.6 There will be no minimum commitment it will be based on requirements basis. | Project Scope | Define implementation of Rate contract w.r.t. rental duration, Qty & Configuration? | Already answered above |
| 14 | RAC IT SOLUTIONS PRIVATE LIMITED | 9 | 3.2 | The Company will not be responsible or liable for any infringements or unauthorized use of the licensed products by the Bidder in performance of any activity/obligations undertaken by the Bidder in terms of this RFP. | Licenses | If BOB uses their own software and licenses then BOB will be responsible for infringement of licensed product. Bidder will not be responsible for software and licensed product not supplied under this RFP. | Agreed |
| 15 | RAC IT SOLUTIONS PRIVATE LIMITED | 10 | SLA | Refer SLA table | SLA | Response and resolution time is not sufficient for RAC locations and Non-RAC locations. Response time: Within 4 working hour , Resolution: within next 24 working hours. Final resolution: within 48 to 72 working hour if not resolved then material will be replaced. Call received after 4 pm considered as received on next day. For non-RAC location, SLA timeline will be as per Manufactures timeline.If required, equipment will be replaced by RAC at the stage of final solution . | SLA penalty cannot be changed. |
| 16 | RAC IT SOLUTIONS PRIVATE LIMITED | 18 | 8.2 | Loss of data due to selected vendor provided facility or | Indemnity | RAC will not be responsible for loss of data due to failure of hardware. BOB is responsible for their DATA and DATA back up.. | In case of hard disk crash vendor has to provide the data /cost of recovery. |
| 17 | RAC IT SOLUTIONS PRIVATE LIMITED | 20 | 8.5.II | Relocations | Termination | Relocation will be charged extra. | Agreed |
| 18 | RAC IT SOLUTIONS PRIVATE LIMITED | 20 | 8.5.II | Compensate / Liquidated Damage | Termination | What type of expenditure to compensate? Define Liquidatd Damage. Clause for Liquidated damage charges should be deleted. | as per the scope of service the termination clause may be changed. This discussion will only be taken with the final bid winner. |
| 19 | RAC IT SOLUTIONS PRIVATE LIMITED | 21 | 8.5.IV | Transfer of Ownership | Consequence of Termination | Ownership of Rented equipment will not be transferred. Equipment will remain the property of RAC. Ownership of the rented equipment shall remain with RAC. c) Request for transfer of ownership of equipment will not be accepted. | As per the scope of service the termination clause may be changed. This discussion will only be taken with the final bid winner. |
| 20 | RAC IT SOLUTIONS PRIVATE LIMITED | 26 | 8.21. | The selected bidder shall agree that the price for incremental offering cannot exceed the original proposed cost and the Company reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations, the Company has the right to order as much as it wants at those rates. However, this excludes the hardware to be provided by the Bidder at their cost due to under sizing. | Addition/Deletion of Qualified Offerings | There will be different (Probably higher price) price for different model or back to back product and EOL products | Agreed |
| 21 | RAC IT SOLUTIONS PRIVATE LIMITED | 27 | 8.23. | Quantum of Liquidated Damage not mentioned | Liquidated Damage | Clause for Liquidated damage charges should be deleted. It should be restricted to the proportionate rental value of respective rented equipment for defaulted days. | will be discussed with the final winner. |
| 22 | RAC IT SOLUTIONS PRIVATE LIMITED | 29 | 8.29.IX | Loss/Damage/Breakage due to willful act or gross wilful misconduct | Damage/Breakage | It should also cover negligence cases | will be discussed with the final winner. |
| 23 | RAC IT SOLUTIONS PRIVATE LIMITED | 30 | 8.3 | Renewal of license shall part of Bid price | Renewal | Every upgradation / updation of OS or software or license will be charged extra. | We cannot accept this change, BFSL wants bidder to provide the software & license , if any upgrade. |
| 24 | RAC IT SOLUTIONS PRIVATE LIMITED | | | Insurance | | BOB shall be responsible to take and maintain adequate insurance against comprehensive risks. If required, the BOB may take and maintain adequate insurance against comprehensive risks. Both the parties will exchange documents as may be required for insurance of the Laptops. | all vendors that engage with us in any capacity need to have insurance. |
| 25 | RAC IT SOLUTIONS PRIVATE LIMITED | | | Damage breakage charges | | Damage and Breakage charges (including but not limited to charges for Missing part, lost/physical damage of equipment or equipment parts, scratch, burn, misplacement, cut etc.) shall be payable by the BOB and payable to RAC. Such equipment shall be restored/re-installed/replaced only after receipt of Damage and Breakage charges by the RAC | will be discussed with the final winner. |
| 26 | RAC IT SOLUTIONS PRIVATE LIMITED | | | Lost/Stolen/Damaged beyond economic repair | | If any Equipment/Laptop is lost, stolen or damaged beyond economic repair, BOB shall immediately notify RAC in writing and BOB shall replace that equipment/Laptop with equipment/laptop of like nature and condition approved by RAC or BOB would make good the loss to the RAC by paying replacement cost (fair market value) of such lost or stolen assets/laptop or assets/laptop damaged beyond repair | Agreed |
| 27 | RAC IT SOLUTIONS PRIVATE LIMITED | | | Transportation Charges | | Transportation cost, at actual, shall be charged if the BOB requires RAC to deliver the equipment at place/s other than within the city limits of RAC's offices in India. In such cases, Transportation cost for both the ways i.e. "to" and "fro" transport cost will be borne by the BOB. Transportation cost shall be charged addition is BOB require material to be picked up from one RAC location and to be delivered to another RAC location. | Agreed |
| 28 | RAC IT SOLUTIONS PRIVATE LIMITED | | | Call Charges other than Hardware related calls. | | RAC shall be responsible for all calls related to Hardware functions but any call attended other than hardware related calls shall be charged extra/additional. | Not acceptable, since bidder will need to attend calls for software provided. |
| 29 | RAC IT SOLUTIONS PRIVATE LIMITED | | | Payment terms | | Monthly rent in advance. | Payment will be done within 30 days. Refer RFP terms for detailed clarification on payment terms. |
| 30 | RAC IT SOLUTIONS PRIVATE LIMITED | | | Indemnity | | The BOB further agree and undertake to indemnify RAC against any claim for breach of intellectual property rights arising in connection with the use of the Equipment. | This is not acceptable. |
| 31 | RAC IT SOLUTIONS PRIVATE LIMITED | | | Other Terms & Conditions to be included | | Other Terms & Conditions to be included | |
| 32 | RAC IT SOLUTIONS PRIVATE LIMITED | | | | | RAC will not be responsible for any loss of data that may be caused due to hard disk failure or any other machine failure. The BOB is advised to take regular back-ups to avoid loss/corruption/damage of/to data and/or OS licensing and/or Application Program licensing, etc. | Not acceptable. |
| 33 | RAC IT SOLUTIONS PRIVATE LIMITED | | | | | RAC reserve the right to take back the rented equipment without prior notice in the event of breach of any of the terms & conditions enumerated herein. | Not acceptable |
| 34 | RAC IT SOLUTIONS PRIVATE LIMITED | | | | | BOB will extend full support for inspection of RAC's equipment as & when required. | Agreed , but would need prior notice. |
| 35 | RAC IT SOLUTIONS PRIVATE LIMITED | | | | | BOB undertakes to use the equipment supplied, including smartphone, tablets etc., only for legal & lawful use. Before returning the equipment, the BOB shall remove all password protection, if any, including 'power on' password and BIOS password. | Agreed |
| 36 | RAC IT SOLUTIONS PRIVATE LIMITED | | | | | All rights, title or interest in respect of the intellectual property rights in the software remain with Manufacturer/Service Provider or the licensor of the software/hardware at all times. | Agreed |
| 37 | RAC IT SOLUTIONS PRIVATE LIMITED | | | | | BOB shall not assign any of their obligations or rights hereunder to a third party. BOB undertake not to charge, lien, encumber the rented Equipment in favour of any third party, Bank or their creditors. | Agreed |
| 38 | RAC IT SOLUTIONS PRIVATE LIMITED | | | | | In case of expiry/termination of contract/returning back the equipment to RAC, BOB will carry out a HARD FORMAT of the system before shifting out the same from BOB's premises. BOB shall take system and data backup before BOB will carry out a HARD FORMAT of the system. | Agreed |