

Responses to Pre Bid Query Tender Ref No GEM/2024/B/5032173 for procurement of Microsoft Windows 2022 Server Data Centre Edition Licenses

20/06/2024

Sr.No	Page No.	Clause Number	Clause Description	Changes /Clarifications Requested	Bank reply
1	4	Past Performance/Clause no. 7	The Bidder or its OEM (themselves or through re-seller(s)) should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.	The clause said Experience counts on the basis of 80% quantity of the value of licenses mentioned. As per the specification, 2 core licenses were asked, on calculation it turns to 110 licenses x 80% = 88 licenses, 88 x 2 cores (as per specs) = 176 cores. Clarification: Is this quantity (80%) asked based on no. of licenses or cores? if it is on the basis of licenses, request you to please change it to the total no. of cores supplied in a single order should be greater than 176 cores.	Mentioned point is general term in GeM Portal . For Eligibility criteria, refer Tender Document, Page No. 9, Clause 2, which needs to be satisfied by the bidder. Hence no change.
2	20	i) Implementation	Licenses of Microsoft Windows 2022 Server Data Centre Edition Operating system must be delivered, implemented and made live in the proposed Servers of Bank (4 Servers on VM at DC and 1 Server on VM at DR) as per the time schedule mentioned in the RFP. Failure to meet these schedules as mentioned in Point No 6.1 – Delivery Schedule will constitute a material breach of performance.	What is DR location?	Bank is having its Disaster Recovery (DR) location at Hyderabad.
3	20	i) Implementation	Licenses of Microsoft Windows 2022 Server Data Centre Edition Operating system must be delivered, implemented and made live in the proposed Servers of Bank (4 Servers on VM at DC and 1 Server on VM at DR) as per the time schedule mentioned in the RFP. Failure to meet these schedules as mentioned in Point No 6.1 – Delivery Schedule will constitute a material breach of performance.	Will it be plain OS installation or does RAID configuration or some customisation is required?	OS installation/upgradation of existing Windows 2016 Server on VM hardware to be done. Since, these are VM servers, no RAID configuration is required.
4	20	i) Implementation	Licenses of Microsoft Windows 2022 Server Data Centre Edition Operating system must be delivered, implemented and made live in the proposed Servers of Bank (4 Servers on VM at DC and 1 Server on VM at DR) as per the time schedule mentioned in the RFP. Failure to meet these schedules as mentioned in Point No 6.1 – Delivery Schedule will constitute a material breach of performance.	Is there any application currently installed on the server which needs migration to New OS? Any precaution to be taken by OS installation team while installing OS or will cause delay due to Application dependency?	Yes, all the mentioned servers in RFP having database software installed. Backup of all the servers (as per RFP) to be taken before performing in-place upgrade activity.
5	20	i) Implementation	Licenses of Microsoft Windows 2022 Server Data Centre Edition Operating system must be delivered, implemented and made live in the proposed Servers of Bank (4 Servers on VM at DC and 1 Server on VM at DR) as per the time schedule mentioned in the RFP. Failure to meet these schedules as mentioned in Point No 6.1 – Delivery Schedule will constitute a material breach of performance.	Is there in-place upgrade required? Bank already verified neede compatible hardware for OS 2022?	Yes, in-place upgrade is required. Existing Windows 2016 Server OS to be upgraded to Windows 2022 Server Data Centre Edition on 5 VM Servers. Bank is having compatible Hardware for Windows server 2022 upgrade.
6	47	Annexure-6 Scope of Work for Licenses of Microsoft Windows 2022 Server Data Centre Edition	The Scope of the work is for Supply and Installation of Microsoft Windows 2022 Server Data Centre Edition Operating System and its Licenses and regular updates/patches during license valid period and for life cycle of the product from OEM.	Is there update mechanism already or it will be manual update? Where in person visit is needed?	Regular security updates/patches to be available from M/s Microsoft, that will be downloaded and applied automatically. No person visit required.
7	47	Annexure-6 Scope of Work for Licenses of Microsoft Windows 2022 Server Data Centre Edition	Any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP , and the successful bidder needs to provide the same at no additional cost to the Bank. The successful bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the successful bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.	Need clarification.	Bidder has to ensure that existing Windows 2016 Server OS in the VM to be upgraded successfully to Windows 2022 Server.
8	47	Annexure-6 Scope of Work for Licenses of Microsoft Windows 2022 Server Data Centre Edition	The successful Bidder shall complete the entire work and make all the systems operational and handing over to Bank within stipulated timeline mentioned in the delivery schedule of this RFP.	Support from bank is need to complete the prerequisites.	Support will be provided by Bank. Prior to OS installation/upgradation activity, bidder has to discuss with Bank team.

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9	47	Annexure-6 Scope of Work for Licenses of Microsoft Windows 2022 Server Data Centre Edition	In the case of additional requirements desired by the Bank during the contract period, Bank will place repeat order for the additional quantities at same rate and terms for which contract is placed.	Does bank have MS premier unified support already?	No.
10	15	6.2 Right to Alter Quantities	The Bank reserves the right to alter the requirements specified in the Tender document. The Bank also reserves the right to delete and / or add the units of "Microsoft Windows 2022 Server Data Centre Edition Licenses" from the units specified in the Tender. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract/validity of bid.	If the licenses are procured under Microsoft Enterprise Agreement then quantities cannot be lowered than the commitment value of 110.	Bank may procure additional licenses if required, and there will not be any reduction in requirement.
11	21	14 Indemnity	The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:	Suggestion is to remove the word indirectly as Bidder should not be held accountable for indirect damages	No Change.
12	24	17 Guarantee on Software Licenses	The bidder shall guarantee that the software supplied under this contract to the Bank is licensed and legally obtained. Software supplied should not have any embedded malicious and virus programs.	Since the bidder is not the OEM this guarantee should lie with the OEM	No Change.
13	27	24. Bidders Liability	The Bidders liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights(if any) or breach of confidentiality obligations shall be unlimited.	Suggest to include liability as capped to total contract value and not unlimited	No Change.