

**Amendments and Clarifications - REF: CO/ITD/359/R1:2018-19 dated 04.10.2018 for "Supply, migration (present mail boxes) and maintenance of Microsoft mail messaging services and Microsoft office products on Microsoft cloud under OPEX model.**

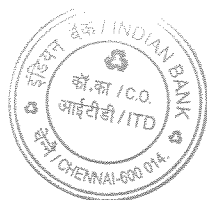
**Amendments**

S.No	Page No/ Clause No	Clause As Per RFP	Amendments
1.	10 / 2.19.7	The bidder should have a team of well qualified and experienced employees (with an experience of minimum 3 years) on Microsoft Azure Cloud (with an experience of minimum 3 years) stationed at Chennai Branch of the bidder who will be able to attend the calls in person/provide onsite support, respond to the issues at a very short notice and they should have the knowledge to extend support to the bank for the in-scope activities on a need basis. Self declaration for the same to be submitted.	The bidder should have a team of well qualified and experienced employees on Microsoft Office 365/ Exchange on cloud (with an experience of minimum 1 year) stationed at Chennai Branch of the bidder who will be able to attend the calls in person/provide onsite support, respond to the issues at a very short notice and they should have the knowledge to extend support to the bank for the in-scope activities on a need basis. Self-declaration for the same to be submitted.
2.	12 / 3.6 (iii)	The engineer should have valid certificates on MS exchange/MCSE.	The engineer should have valid certificates on MS Exchange/MCSE/Office 365
3.	12 3.7.1 Payment terms	License Cost with ATS covering onsite support and updates and Migration Cost: 100% payment (cost of subscription licenses for one year, 1st year ATS, onsite support and migration cost) will be made after delivery of Subscription licenses with migration of mail services to the cloud and on submission of Bank Guarantee, Contract Form, Non-Disclosure Agreement (on Individual capacity and on behalf of the organization). The payment will be released within 15 days of submission of a request letter along with Invoice and delivery challan duly acknowledged by official of the Bank.	<p>(a) 70% of total license Cost on migration of first 100 mail boxes with ATP to cloud.</p> <p>(b) 20% of total license Cost on migration of 5000 mail boxes with ATP to cloud.</p> <p>(c) 10% of total license cost with implementation charges on completion of migration of all mail boxes with ATP to cloud.</p> <p>(d) If the implementation is delayed beyond the timelines of the RFP due to reasons attributable to bank, the payment will be released as per the timelines for implementation.</p> <p>Payment will be made after delivery of Subscription licenses and on submission of Bank Guarantee, Contract Form, Non-Disclosure Agreement (on Individual capacity and on behalf of the organization). The payment will be released within 15 days of submission of a request letter along with Invoice and delivery challan duly acknowledged by Bank official.</p>



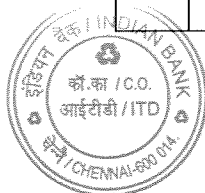
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4.	16  4.3 Delivery schedule	The Delivery of the Subscription licenses and software and migration of existing mail boxes should be made within four (4) weeks from the date of acceptance of purchase order.	<p>(a) Delivery of the Subscription licenses and software and migration of 100 existing mail boxes with ATP should be made within four (4) weeks from the date of purchase order.</p> <p>(b) Migration of existing 5000 mail boxes with ATP should be made within eight (8) weeks from the date of purchase order.</p> <p>(c) Migration of remaining mail boxes with ATP should be made within ten (10) weeks from the date of purchase order.</p>
5.	13 /  3.10	<b>Liquidated Damages</b> If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of ten percent (10%). If the Subscription are not delivered in time, the Bank may consider termination of the contract.	<b>Liquidated Damages</b> If the Supplier fails to deliver any or all of the Goods or to perform the services within the period(s) specified in the Contract, for reasons solely attributable to the Supplier, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the relevant order price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of the delayed Goods/Services or a sum equivalent to 0.5% of the value of delayed goods/Services and goods/Services which cannot be utilized due to the delayed item, for each week or part thereof of delay until actual delivery up to a maximum deduction of 10% of the invoice price of the delayed Goods. If the goods/services are not delivered in time, the Bank may consider termination of this order.
6.	13 /  3.11.1	<b>3.11 Termination for Default:</b> The Bank, without prejudice to any other remedy for breach of contract, by Seven (7) days written notice of default sent to the Supplier, may terminate this Contract in whole or in part :	The clause is changed to: "The Bank, without prejudice to any other remedy for breach of contract, by Thirty (30) days written notice of default sent to the Supplier, may terminate this Contract in whole or in part : "
7.	14 /  3.13	<b>Termination for Convenience:</b> The Bank, by Thirty (30) days written notice sent to the Supplier, 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 Supplier under the Contract is terminated, and the date upon which such termination becomes effective. The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of	<b>Termination for Convenience:</b> <p>(a) Either party, by 90 days written notice, may terminate the Contract, in whole or in part, at any time for its convenience.</p> <p>(b) The notice of termination shall specify that termination is for the Successful bidder'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. Bank will pay for the services availed till the date of termination on submission of invoices and documents.</p>

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		<p>termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>3.13.1 to have any portion completed and delivered at the Contract terms and prices; and / or</p> <p>3.13.2 to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</p>	<p>(c) The equipment maintenance services for which renewals happened within thirty (30) days after the Successful bidder's receipt of notice of termination shall be accepted by the bank at the Contract terms and prices. For the remaining services, the bank may elect :</p> <p>i. to have any portion completed and delivered at the Contract terms and prices; and / or</p> <p>ii. to cancel the remainder and pay to the Successful bidder an agreed amount for partially completed Services .</p>
8.	22/ 8	Bid Security Form	<p>Following optional clause may added to the Bid security form:</p> <p>"Notwithstanding anything contained herein: - Our liability under this bank guarantee shall not exceed Rs. &lt;Insert Value&gt; (Rupees &lt;Insert Value in Words&gt; only. - This bank guarantee shall be valid up to &lt;Insert Expiry Date&gt; - It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before &lt;Insert Expiry Date&gt; failing which our liability under the guarantee will automatically cease."</p>
9.	27/ 10	Performance Guarantee	<p>Following optional clause may added to the Bid security form:</p> <p>"Notwithstanding anything contained herein: - Our liability under this bank guarantee shall not exceed Rs. &lt;Insert Value&gt; (Rupees &lt;Insert Value in Words&gt; only. - This bank guarantee shall be valid up to &lt;Insert Expiry Date&gt; - It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before &lt;Insert Expiry Date&gt; failing which our liability under the guarantee will automatically cease."</p>



**Clarifications**

S.No	RFP Page No	Clause No	Clause As Per RFP	Queries/Clarifications Sought By Bidders	Replies/ Clarifications From The Bank
1	10	2.19.7	The bidder should have a team of well qualified and experienced employees (with an experience of minimum 3 years) on Microsoft Azure Cloud (with an experience of minimum 3 years) stationed at Chennai Branch of the bidder who will be able to attend the calls in person/provide onsite support, respond to the issues at a very short notice and they should have the knowledge to extend support to the bank for the in-scope activities on a need basis. Self-declaration for the same to be submitted.	Clarity required, whether it is an Azure or Office 365 resources, since the requirement is on Office 365.	Please refer to Amendment No.1
2	12	3.6 Maintenance and Support	The bidder has to provide onsite support and maintenance for a period of three year by posting two onsite engineers at Bank premises in Chennai all bank working days, and provide support in case of exigency.	When would the maintenance contract begin? In a later section, it is mentioned that the support to begin after the implementation of the solution - that means post the 10100-mailbox migration completion. please confirm	It is clarified that the maintenance contract begins for the onsite engineers from the day the first mail box is migrated to the cloud.
3	12	3.6 (iii)	The engineer should have valid certificates on MS exchange/MCSE.	Certification: since the technology they are going to support is Office 365, ideally the certification should be on Office 365, not the Exchange. Please clarify whether Bank need exchange certification or Office 365 certification	Please refer amendment No.2
4	12	3.7.1 Payment terms	License Cost with ATS covering onsite support and updates and Migration Cost: 100% payment (cost of subscription licenses for one year, 1st year ATS, onsite support and migration cost) will be made after delivery of Subscription licenses with migration of mail services to the cloud and on submission of Bank Guarantee, Contract Form, Non-Disclosure Agreement (on Individual capacity and on behalf of the organization). The payment will be released within 15 days of submission of a request letter along with Invoice and delivery challan duly acknowledged by official of the Bank	Request to make the changes in the RFP to include: License cost should be paid on the delivery of the licenses, not after the migration of the mail services. Migration is dependent on many factors, some of them are dependent on the Bank	Please refer amendment No.3



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5	16	4.3 Delivery schedule	The Delivery of the Subscription licenses and software and migration of existing mail boxes should be made within four (4) weeks from the date of acceptance of purchase order.	Request a change in the timeline. Mailbox migration cannot be completed in 4 weeks from the date of confirmed PO. The license delivery itself will take 3 to 5 working days. There are other technical pre-requisites including the Office 365 tenant readiness, on-prem active directory and exchange environment readiness, provisioning hardware/ software for the Office 365 integration components, etc. to be completed before the first mailbox to move to cloud. A document, detailing the pre-requisites and project timelines can be submitted for the Bank's perusal	Please refer to amendment No.4
6	13	3.10 Liquidated damages	If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of ten percent (10%). If the Subscription are not delivered in time, the Bank may consider termination of the contract.	Change requested: This clause may be applicable for the delay in the license delivery, but not on the service delivery. Service delivery timelines will have dependencies where the Bank has certain ownership. Any delay on the same can also impact the service delivery timelines, so there needs to be a revisit on the clause.	Please adhere to the RFP terms and conditions. It is clarified that delays attributable to bank will be condoned based on the written request by the successful bidder and if agreed by the bank on exceptional circumstances.
7	17	4.4.1 Scope of work	Supply, Installation, migration and maintenance of 100 no. of Microsoft Office 365 E3, Enterprise Mobility + Security (EMS) E3 and Microsoft Power BI Pro subscription licenses respectively.	Hope this stands out of scope for the Bidder.	It is clarified that it is in the scope of work of the bidder. Further, the onsite engineers should carry out installation and configuration of software on user's request.
8	17	4.4.2 Scope of work	Supply, migration and maintenance of 10,000 mail boxes on Microsoft cloud mail solution.	hope there is no client end configurations or troubleshooting which will need to be managed by the Bidder.	It is clarified that the onsite engineers should provide support for client end configuration and troubleshooting incase required for users who seek help.

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9	9	2.15	The Bank reserves the right to increase or decrease the number of subscription licenses during the contract period without any change in unit price and other terms and conditions.	Approx increase in the number of licenses. Need to quote as per actual license cost	Please refer clause no. 2.15 for increase/ decrease of quantity.
10.	10	2.19.8	Primary Data Center and DR Site where bank's data will be stored should be located in India only.	What is the current DC and DR location of the bank. hardware need to supply on both location seperatly or single location	It is clarified that no hardware need to be supplied.
11	16	4.1	Subscription Licenses	1. E3 plan comes with work loads like SFB, Sharepoint, One drive etc. Does vendor should intigration all the workloads or only exchange. 2. licence subscription start date will be on starting for project start date? And three years will be up to 31/12/2021	1. Integration should be done as and when required for the no. of user specified. 2. Date of license subscription will start from the date of credit of license in Bank's VLSC account.
12	16	4.2	<b>Delivery location:</b> The Licences have to be delivered at Head Office, Chennai. All subscription licenses should be available in Indian Bank's Microsoft account.	License have to supply to head office. hardware need to supply on both location seperatly or single location	Please adhere to the RFP terms and conditions.
13	16	4.1	Migration services: Migration Services for 10,000 mailboxes	Does bank looking for any High Avalibility Solution between DC and DR. during migration bandwidth will be provide by bank. Could you assist with the current outlook vesrion	1. Please adhere to the RFP terms and conditions. 2. Yes 3.Outlook version 2010, 2013, 2016
14	18	4.5	Scope of work of onsite engineer	Bidder engineer should create test plan, test environment. Who will provide hardware for test plan	Bank will provide hardware for test plan.
15	6	2.4.1 E	Documents constituting the bid	Support resource will start the support after migration of all mailboxes to cloud. Ensure billing for support resource also start at that date?	Please Refer clarification no.2.
16	10	3.1	Condition of contract / definitions	1.Required Hardware for ADFS and AD Connect, loadbalencer, certificate, who will provided, Indianbank or supplier 2.Physical sever or virtual server, certificate wii provide by bank or vendor	1. Indian Bank 2. Bank will provide virtual server. However required SSL certificate has to be provided by

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				3.Will bank provide public IP	successful bidder for the contract period. 3. Yes for the contract period.
17	12	3.6	Maintenance and support terms	Support Engineer absents penalty 5000/day	Please adhere to the RFP terms and conditions
18	12	3.7.2	Payment Terms	clarity on this 2nd year payment	Please refer 3.7.2 on page no.12
19	16	4.3	Delivery schedule	4 weeks for migration of existing mailboxes / start of migration	Please refer to amendment no.4
20	17	4.4	3) Providing software subscription licenses as per the requirement of the bank.  7) Providing the mail boxes data as and when required by the bank.	1.Does bank looking from vendor to supply the license as per the RFP 2.Current Journaling data we cannot move to O365  3.we can have legal hold by user can take the data himself. Any backup solution required ?	1. Yes  2. It is clarified that the mail box data present in Exchange server on the premises has to be migrated to the cloud. 3. It is clarified that backup solution is not required.
21	17	4.5	Onsite support	1.Can we provision a L2 engineer instead of L1 engineer 2.What type of version upgradation support engineer has to do? This should not include Windows upgrade and MS software upgrade	1. Please adhere to the RFP terms and conditions. 2.The onsite engineer has to provide support for upgradation of software license under this RFP.
22	6	2.6.3	The bidder will forfeit the Bid Security If the bidder withdraws its bid during the period of bid validity.  in the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Security.	The bidder will forfeit the bid security if: a. bidder withdraws its bid during the period of bid validity even if the bank accepts the deviations proposed by the bidder b. in case of successful bidder, if bidder fails to sign the contract or furnish Performance Security even if the bank accepts the deviations proposed by the bidder.	Please adhere to the RFP terms and conditions.



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23	9	2.15	The Bank reserves the right to increase or decrease the number of subscription licenses during the contract period without any change in unit price and other terms and conditions.	The bank reserves the right to increase or decrease the number of subscription licences during the contract period upto +/- 10%without any change in unit price and other terms and conditions	Please adhere to the RFP terms and conditions
24	14	3.13	Termination for convenience	Request to delete the clause	Please refer to amendment no. 7.
25		SNR	Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer	Infrastructure is already available, bidder shall be responsible for installation/ configuration.
26		Risk and Title	Clause not present in RFP	Notwithstanding anything to the contrary contained elsewhere in the contract, The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	Please adhere to the RFP terms and conditions
27		Deemed acceptance	Clause not present in RFP	Products/Services and/ or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that bidder shall have 15 days time to correct in case of any	Please adhere to the RFP terms and conditions

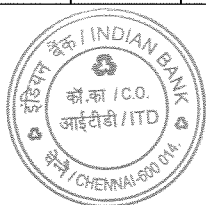


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				rejection by Customer.	
28		Pass through warranty	Clause not present in RFP	Bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that bidder shall not provide any additional warranties and indemnities with respect such products.	Accepted
29		Non Hire Clause	Clause not present in RFP	Customer acknowledges that personnel to be provided by Bidder represent a significant investment in recruitment and training, the loss of which would be detrimental to Bidder's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any bidder employee, or induce any such individual to leave the employ of bidder. For purposes of this clause, a Bidder employee means any employee or person who has been involved in providing services under this Agreement.	Accepted
30		Saving clause	Clause not present in RFP	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	Please adhere to the RFP terms and conditions
31		Taxes	Clause not present in RFP	Any variation in applicable taxes, whether resulting into increase in rate of taxes or levy of new taxes or reduction in rate of taxes or abolition of existing taxes, shall be borne by the Customer.	It is clarified that the price to be quoted exclusive of taxes.



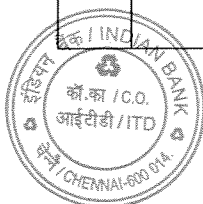
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32		Exception to Indemnity	Clause not present in RFP	Exceptions to Indemnity (a) Bidder shall not have any liability to Customer under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by Customer where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by Customer; (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not have been infringing. Bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, Bidder obtains for Customer the right to continue using such Deliverables as provided without infringement, or replace or modify such Deliverables so that they become non-infringing.	Please adhere to the RFP terms and conditions
33	18	5.1	The Bidder Should be a limited company and should be in existence in India for the last 5 Years (As on 31st March 2018)	We request you to please change it as " in existence in India for atleast 3 years ( as on 31st March 2018)", instead of Limited company in India and the presence of 5 Years	Please adhere to the RFP terms and conditions
34.	18	5.2	The Bidder Should have Net Profit during last Three Financial years of the Bidder(2015-16, 2016-17, 2017-18)	We request you to please consider "2 Years Positive Net Worth during last Three Financial years of the Bidder" instead of 3 Years Net Profit	Please adhere to the RFP terms and conditions
35	18	5.4	The Annual turnover should be more than Rs. 30 Crores for the last Three financials of the Bidder.	We request you to please consider "2 Years Positive Net Worth during last Three Financial years of the Bidder" instead of 3 Years Net Profit.	Please adhere to the RFP terms and conditions
36	18	5.7	The Bidder should have Office in Chennai	We operate out of Business center in Chennai.	Accepted

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37	9	2.17-a	Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the Performance Security equivalent to 10% of the contract value quoted in the reverse auction in the form of a Bank Guarantee, valid for 39 months with further one month claim period, in the format enclosed. Performance guarantee to be extended by successful bidder if contract is extended for fourth and fifth year.	Most of the licenses are Subscription based licenses and the agreement is between the customer & Microsoft. Partner job is to execute the contract within the agreed time lines, and once the contract is executed it will be reflecting in your VLSC Portal (Microsoft Website).  And apply 10% PBG clause for the remaining licenses with SA & for our services component	Please adhere to the RFP terms and conditions
38	9	2.17-b	The Performance Security shall be invoked by the Bank as compensation for any loss resulting from the suppliers failure to complete its obligations under the contract.	Same as 2.17-a	Please adhere to the RFP terms and conditions
39	9	2.17-c	If not invoked, the Performance Security will be discharged by the Bank and returned to the Supplier after expiry of claim period	Same as 2.17-a	Please adhere to the RFP terms and conditions
40	12	3.7.1	License Cost with ATS covering onsite support and updates and Migration Cost: 100% payment (cost of subscription licenses for one year, 1st year ATS, onsite support and migration cost) will be made after delivery of Subscription licenses with migration of mail services to the cloud and on submission of Bank Guarantee, Contract Form, Non-Disclosure Agreement (on Individual capacity and on behalf of the organization). The payment will be released within 15 days of submission of a request letter along with Invoice and delivery challan duly acknowledged by official of the Bank.	We request you to delink the Payment from the services, and we request you to pay the 100% of licenses value against the delivery.	Please refer amendment no. 3.
41	16	4.3	The Delivery of the Subscription licenses and software and migration of existing mail boxes should be made within four (4) weeks from the date of acceptance of purchase order.	We request you to consider 1- 2 Weeks for Licenses Delivery and 8- 10 Weeks from the Date of acceptance of SOW and completion of the pre requisites and banks internal Security Approvals for Mail Box Migration.	Please refer amendment no. 4.



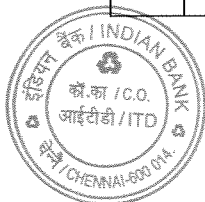
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42	12	3.7	Payments term	<p>1. Bidder would like to submit that all fees payable to Bidder are exclusive of any sales, use, value added tax, service taxes or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, Buyer shall be responsible to pay or reimburse Bidder the amount of such taxes. Where applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from Buyer. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.</p> <p>2. Bidder would like to submit that all invoices and bills raised by Bidder will become due for payment within fifteen (15) days of presentation. All payments are to be made by demand draft/cheque favouring Bidder. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by Buyer and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.</p> <p>3. Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to</p>	<p>1.It is clarified that the price to be quoted exclusive of taxes.</p> <p>2. Please adhere to the RFP terms and conditions</p> <p>3. Please adhere to the RFP terms and conditions</p>

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				Bidder like delays in inputs/approvals by the Buyer, non-availability of facilities at the Buyer, increase in the scope of the agreed Change-Requirements or increase in the Buyer's Implementation support requirements etc., Bidder will bring this to the attention of Buyer. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in the proposal.	
43	13	3.10	Liquidated Damages	Bidder requests the Buyer to consider revising the maximum penalty to be levied to 5% of Quarterly Payout and in no event the overall punitive penalty shall exceed 1% of the total contract value. Bidder would like to further submit that it shall not be liable for any penalties if the performance or delay issues is caused by actions or inactions of Buyer or attributable to the Buyer.	Please adhere to the RFP terms and conditions
44	13 & 14	3.11 & 3.13	Termination of Contract	<p>The Agreement resulting from this proposal may be terminated:</p> <p>(a) by either party by giving the other party not less than ninety (90) days written notice of termination;</p> <p>(b) forthwith if either party commits any material breach of any term of this contract and which in the case of a breach capable of being remedied shall not have been remedied within thirty (30) working days of written notice to remedy the same;</p> <p>(c) forthwith by either party if the other party shall convene a meeting of its creditors or if a proposal is made for a declaration as insolvent or a proposal for any other composition scheme or arrangement (or assignment for the benefit of its creditors), or if a trustee receiver, administrative</p>	<p>(a) Please refer amendment no . 5.</p> <p>(b) Please adhere to the RFP terms and conditions.</p> <p>(c) Please adhere to the RFP terms and conditions</p>



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				<p>receiver or similar officer is appointed in respect of all or any part of the business assets of the other party or if an order is made or a resolution is passed for the purpose of the winding-up of the other party or for the making of an administration order (otherwise than for the purpose of amalgamation or reconstruction);</p> <p>(d) by either party pursuant to Force Majeure.</p> <p>Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.</p> <p>In the event of this assignment being terminated, the BUYER shall be liable to make payments of all the amount due under this assignment for which services have been rendered by Bidder's Consultant's. Forthwith on the expiry or earlier termination of this agreement, each party shall, return to the other party all documents and materials, belonging to the other party with regard to this assignment, or shall at the option of the disclosing party destroy all documents or materials in connection with this assignment.</p>	(d)Please adhere to the RFP terms and conditions
45	15	3.15	Limitation of liability	<p>1. Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by BUYER or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this</p>	Please adhere to the RFP terms and conditions

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				<p>Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of BUYER, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of BUYER. Such failures or delays shall be brought to the notice of BUYER and subject to mutual agreement with BUYER, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice BUYER for additional costs incurred in connection with correction or remedy as above at time &amp; material rate card as agreed upon between the parties.</p> <p>2. The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total amount paid to Bidder by the BUYER in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose).</p> <p>3. Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.</p>	
46	22	8	Bid security Form	<p>Bidder would like to add the following bank clause as last para in the EMD format:</p> <p>"Notwithstanding anything contained herein:</p> <p>- Our liability under this bank guarantee shall not exceed Rs. &lt;Insert Value&gt; (Rupees &lt;Insert Value in Words&gt; only.</p> <p>- This bank guarantee shall be valid up to &lt;Insert</p>	Please refer amendment no. 8.



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				Expiry Date> - It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.	
47	23	9	Contract form	Bidder request Buyer to consider the attached Additional terms document consisting Bidder standard contract terms	It is clarified that the amendment issued will be part of the contract.
48	27	10	Performance Bank Guarantee	Bidder would like to add the following clause in the form: "This Bank Guarantee issued by _____ Bank, on behalf of MSP in favor of the Buyer is in respect of a new Contract dated _____. As communicated by MSP on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to MSP, in respect of pervious contracts between MSP and the Buyer. As communicated by MSP on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any pervious contracts between MSP and the Buyer.	Please refer amendment no. 9.
49	12	3.7	Payment terms	Bidder requests that the cost of supply of Licenses and ATS be segregated from the services being rendered by the bidder. Hence, 100% of the value of subscription licenses and related ATS be paid immediately on delivery of the licenses. The payment for services may be paid upon completion of the migration work as given under this clause.	Please refer amendment no. 3.



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50	13	3.10	Liquidated damage	It is understood that the maximum LD deduction proposed is 10% of invoice value. Pls confirm whether the understanding is correct?	Please refer amendment no. 5.
51	13	3.11	Termination for default	Bidder requests that at least 30 days notice should be given by the Bank and also an equitable opportunity should be provided to the bidder to be heard.	Please refer amendment no 6.
52	16	4.1	Subscription of licenses	The prices for the 4th and 5th year can be provided by the bidder only if the same is confirmed by the OEMs. Bidder therefore requests that these prices be made optional.	Please adhere to the RFP terms and conditions
53				RFP mentions that migration of 10,000 existing mailboxes to Office 365 needs to be done. However there are no details of existing mail platform, users mail client setup, expected duration of migration etc. These details are essential for migration planning and estimation. Also respective SMEs needs to be engaged for understanding current setup, designing migration solution and executing the migration. This will be a proper project considering large number of 10,000 mailboxes.	The existing mail solution is Microsoft Exchange-2016. In case any further details are required the bidder may visit bank's head office after paying the bid fee.
54				Customer has mentioned that on premise AD and DNS management is in BAU team scope of work. This is much larger scope which goes beyond handling of Office 365 and ADFS setup. it needs to be clarified whether only ADFS needs to be managed from Office 365 email connectivity perspective or complete AD administration is expected	Please adhere to the RFP terms and conditions.  It is clarified that the complete AD and DNS administration is in scope.
55				customer has indicated that they need only 2 L1 engineers on site to do the entire BAU scope. 2 engineers may not be able to manage the complete scope of work where 10,100 O365 users, 100 EMS users and AD, ADFS & DNS setup needs to be managed.	Please adhere to the RFP terms and conditions

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56				If one of the engineers is on leave then customer needs another person to replace him / her for that period only. Handling this requirement can be a challenge as it will be difficult to get resource only for replacement time and with the complete knowledge and access of existing environment. We may need to position more resources to manage the scope as well as support window effectively.	Please adhere to the RFP terms and conditions
57				There is no mention of existing application mails migration. Need to understand whether Indian Bank has any mass mail / application mail platform and whether that also needs to be migrated	It is clarified that the bidder is not required to migrate mass mail solution.
58	17	4.4(9) &4.5	Scope of work	Section 4.4 (9) & 4.5 indicates that two onsite L1 engineers are expected at client site (presumably at their HO in Chennai) for support in two shifts 9am to 6 pm and 10am to 7pm and follow bank's business hours and holidays. Max 12 holidays in a year. 5000/- per day penalty for absence of onsite engineer. It is not clear if these are expected to be employees or can be BA / Vendor personnel.	It is clarified that the on site engineer should be employee of the successful bidder.
59				It is not clear if the O365 implementation and mail migration activity can be done remotely (e.g. from ICC). As far as ongoing BAU support is concerned they expect L1 staff at their office with support from L2 staff at bidder office in Chennai.	It is clarified that the migration activity to be carried out by visiting bank premises.
60	6	2.6.1	The successful Bidder's Bid Security will be discharged upon the Bidders signing the Contract and furnishing the Performance Security	EMD return should be immediate after the L1 bidder is identified.	Please adhere to the RFP term and conditions.