

S.No	RFP Point No/Title	Clause number	Page no	Clause as per RFP	Amended Clause
1	Documents to be submitted physically by Bidders (Offline Mode)	Column 6	2	1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document 3. Integrity Pact	1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document 3. Integrity Pact Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014
2	SECTION – II 4. Timeframe for Completion of Activities	4	10	<ul style="list-style-type: none"> Purchase order for supply of devices will be issued for the entire quantity of equipment called for in the bid. Delivery instructions for the supply of devices with the actual quantity of devices (increase or decrease of 25% quantity mentioned in bid) required as on date will be given to successful bidder along with the Purchase Order. Devices should be supplied within Six weeks from the date of issue of delivery instructions. If any Additional quantity of devices requested during implementation should be supplied within Two Weeks from the date of delivery instructions. Installation of equipment should be completed within four weeks from the date of delivery. 	<ul style="list-style-type: none"> Purchase order for supply of devices will be issued for the entire quantity of equipment called for in the bid. However, Bank reserves the right to increase or decrease the quantities mentioned in the bidding document up to an extent of 25% of quantity mentioned in the bid without any change in unit price and other terms and conditions along with purchase order or if Bank decides to place "Repeat Order" for additional quantity, the same shall be placed by the Bank within 6 months from the date of Purchase Order up to 25% of quantity mentioned in the bid. Devices should be supplied within eight weeks from the date of issue of purchase order. If any additional quantity of devices as mentioned above during implementation should be supplied within four Weeks from the date of purchase order for such additional quantity. Installation of equipment should be completed within six weeks from the date of delivery.
3	Section - II 2. Eligibility Criteria for the Bidders	2.vi	10	The bidder should have supplied minimum 2 no of nexus 9k series cisco switches with SDN or above in atleast 2 Private or PSU banks/public/private ltd companies/insurance companies in India in last three years.	The bidder should have supplied minimum 2 no of nexus 9k series cisco switches with SDN or above in atleast 2 Private or PSU banks/public/private ltd companies/insurance companies/Government/PSU companies in India in last three years
4	Deadline for submission of Bids		15	Additional Clause	Based on Government of India guidelines regarding COVID -19 pandemic, bank may increase the deadline for submission of bid.
5	Law Governing the contract		19	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of India



6	Section - IV 8.SLA	8	21	If the successful bidder fails to rectify any adverse impact on the banking operations caused due to implementation / migration activity within 1 hour of occurrence of the issue, the bank shall levy penalty at the rate of Rs.5,00,000/- per day or part thereof from 1 hours of occurrence of the issue. Penalties will be pegged at the total migration charges payable for that respective quarter.	If the successful bidder fails to rectify any adverse impact on the banking operations caused due to implementation / migration activity within 2 hours of occurrence of the issue, the bank shall levy penalty at the rate of Rs.5,00,000/- per day or part thereof from 2 hours of occurrence of the issue. Penalties will be pegged at the total migration charges payable for that respective quarter.
7	Section - IV 8.SLA & 10.Liquidated Damages	8 & 10	21 & 22	Penalty for non-maintenance of SLA & Liquidated damages	Penalty for non-maintenance of SLA & Liquidated damages will be calculated by considering the amended timelines.
8	Section - IV 8.SLA	8 & 10	21 & 22	Penalty for non-maintenance of SLA	The overall penalty for SLA will be pegged at 10% of the total contract value excluding AMC charges.
9	Section - IV 9.Payment Terms	9.iv	22	Buyback price quoted will be deducted from the delivery payment of equipments.	Buyback price quoted will be deducted from the signoff payment of equipment.
10	Section - IV 13.Termination for Convenience	13	24	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.	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. Bank will pay for the services availed till the date of termination on submission of invoices and documents.
11	section -IV 25.Adoption of Integrity Pact	25.8	27	Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.	Clause stands deleted
12	section -IV 25.Adoption of Integrity Pact	25.4	27	Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates	Clause stands deleted



Amendments for RFP ref: Co/ITD/CNW/2222/R1/2020-21 dated 17.04.2020 for "Supply, Installation, Maintenance and Deployment of Core Switches with Software Defined Networking, Routers and Load Balancer Appliances and providing OEM Professional Services"

13	Section - VI FORM OF BID	Annexure - I	32	We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, Bank Guarantee towards Earnest Money Deposit, if required.	We agree to abide by this for the bid validity period specified (90 days after the last date for submission of bid prescribed by the Bank) and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, Bank Guarantee towards Earnest Money Deposit, if required.
14	Section - VI Technical Bid	Annexure - III	42	Additional Clause	We agree to abide by this for the bid validity period specified (90 days after the last date for submission of bid prescribed by the Bank) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
15	Section - VI Technical Bid(Bill of material)	Annexure - III	42	Spine Switch (ACI-C9364C-APIC-B1) - Qty 4	Spine Switch (ACI-C9364C-APIC-B1) - Qty 2
16	Section - VI Technical Bid	Annexure - III	70	The proposed platform should have minimum 16 x 10G SFP+ ports populated with minimum 4 modules with multimode SR (no stacking or breakout solution will be accepted)	The proposed platform should have minimum 16 x 10G SFP+ ports populated with minimum 4 modules with multimode SR (no stacking or breakout solution will be accepted) and these ports should be modular supporting (1GbE, 1G fiber, 10G copper/fiber)
17	Section - VI 9.Contract Form & 11.Commercial Bid	9 & 11	81 & 85	Total Price for A.Cost of equipments with 3 years warranty & Installation charges (Includes Network Amalgamation, Data Centers ACI deployment & other supplied equipment installation) under price schedule for Commercial Bid & Contract form is a(b+c) (Excl of GST)	Total Price for A. Cost of equipment with 3 years warranty & Installation charges (Includes Network Amalgamation, Data Centers ACI deployment & other supplied equipment installation) under price schedule in Commercial Bid & Contract form is a*b (Excl. of GST). Please refer revised commercial bid format.
18	Section - VI NON DISCLOSURE AGREEMENT	Annexure - XIV	90	The Bank is interiliac engaged in the business of banking and has engaged M/s._____ Limited to manage, monitor the bank network and maintain bank network equipment and provide allied services.	The Bank is interiliac engaged in the business of banking and has engaged M/s._____ Limited for Supply, Installation, Maintenance and Deployment of Core Switches with Software Defined Networking, Routers and Load Balancer Appliances and providing OEM Professional Services .
19	Additional Clause	NA	NA	Additional Clause	The relationship between the bank and the successful bidder is on principal to principal basis. Nothing contained herein deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the bank and the successful bidder hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power of authority, whether express or implied to create any such duty or obligation on behalf of the other party.

