

S.No	RFP Point No/Title	Clause no in RFP	Page no in RFP	Clause as per RFP	Query/ Changes requested	Clarifications from the Bank
1.	Schedule 7) Earnest Money Deposit/ Bid Security	7	2	Rs. 75,00,000/- (Rupees seventy five lakhs Only)	Request you to wave off the bid security EMD to the MSME bidders.	It is clarified that MSE bidders are exempted from paying Earnest Money Deposit/ Bid Security.
2.	Schedule 8) RFP cost	8	2	Rs. 10,000/- (Rupees Ten Thousands only)	Request you to wave off the Application money to the MSME bidders.	It is clarified that MSE bidders are exempted from paying bid fees.
3.	SECTION – I INVITATION FOR BIDS (IFB)	10.iv	6	iv. Bank reserves the right to negotiate with lowest bidder for further reduction in price under exceptional circumstances.	Bank reserves the right to negotiate with lowest bidder for further reduction in price under exceptional circumstances. The negotiations should be mutual and Bank cannot impose the downward modification in prices to Bidder. Bidder can refuse to work below the quoted price without there being any consequences, financial or otherwise.	No Change
4.	SECTION – I INVITATION FOR BIDS (IFB)	10.v	6	v. The 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	Bidder wants to know that 25% +/- in quantity will be confirmed before entering into the contract or the same will be applicable post contract signature during the execution Bidder request any Additional requirement must be routed through PCR	Please refer Amendment-2
5.	SECTION – I INVITATION FOR BIDS (IFB)	10.v	6	The 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	The 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. In case of increase in quantities, the delivery period shall accordingly be increased. The Bank shall make the payment for the increased quantities. The Bank shall not be entitled to reduce the quantities after issuance of the purchase order.	Please refer Amendment-2
6.	SECTION – I INVITATION FOR BIDS (IFB)	10.v	6	v. The 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	Any increase or decrease in the quantity should be discussed & agreed upon mutually. This will have an impact on the end price.	Please refer Amendment-2



7.	SECTION – I INVITATION FOR BIDS (IFB)	10.v	6	The 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	The Bank reserves the right to increase or decrease the quantities mentioned in the bidding document up to an extent of 5% of quantity mentioned in the bid	Please refer Amendment-2
8.	SECTION – I INVITATION FOR BIDS (IFB) Details about design	NA	7	Zonal Offices are connected to the Data Centre, Chennai and DR site, Hyderabad, Mumbai and Lucknow with 10 Mbps bandwidth through MPLS Cloud.	Request confirmation if the supply should get delivered to DC's DR's, NOC, Branches and Zonal offices. Please clarify.	It is clarified that equipment procured through this tender to be delivered at Indian Bank DC@Chennai & DR@Mumbai.
9.	Section - II 1.Description	1.3.B	9	Engage Cisco Professional Services for implementation of the Core Switches with SDN	Request customer to confirm Is there any flexibility to include teams other than Cisco.	No, Cisco Professional Services should be availed for implementation & integration.
10.	Section - II 1.Description	1.3.b	9	1.3 Engage Cisco Professional Services for implementation of the Core Switches with SDN	Is OEM scope limited only to the deployment/config SDN switches or does it include all other products also - (EBP Router/Mgmt SW)- this scope is not explicitly mentioned	Scope also includes EBP Router/Management SW deployment and implementation
11.	Section - II 1.Description	1.3.C	9	Configure the Core Switches, routers and load balancer appliances as per the Bank's requirement at the time of installation and replacement/repair during contract period	Request customer to confirm if they will share the new solution architecture.	It is clarified that the solution architecture will be discussed in detail with successful bidder. Successful bidder in co-ordination with the respective OEMs has to design and implement the solution architecture.
12.	Section - II 1.Description	1.3.D	9	All equipmentsupplied under this RFP to be covered under warranty for 3 years and AMC from 4th to 5th years.	Total support contract for 5 years OEM Warranty 5 Years + AMC 5 Years ? Please confirm.	It is clarified that contract period is for 5 years which is segregated as warranty support for 3 years followed by AMC support of 2 years.
13.	Section - II 2.Eligibility Criteria for the Bidders	2.iii	9	The bidder should have an annual turnover of at least INR 300 Crores in each of the last 3 financial years of the bidder (FY 2016-2017,FY 2017-2018, and FY 2018-2019). Bidder should provide audited profit & Loss statement with auditor/chartered accountant certificate.	As per the Govt of India, Dept of MSME notification, in the tenders MSME/Startups bidder should be allowed with exemptions from the criteria of minimum turnover limitations. Request you to consider and allow the benefits to MSME bidders. (Relax Norms for MSME are attached with the pre bid queries mail). Also, this RFP was released on 17th April 2020, so we request you to consider the turnover for the pervious 3 years 2017-18, 2018-19, 2019-2020.	It is clarified that MSE bidders are exempted from turnover clause but all other qualification criteria have to be fulfilled.

14.	Section - II 2. Eligibility Criteria for the Bidders	2.iii	9	The Bidder should be a profit making company and should have earned Net profit in at least two out three of preceding Financial Years (FY 2016-17, 2017-18 and 2018-19) and Operating profit in the other Financial Year as per the audited Financial Statements. Bidder should provide audited Profit & Loss Statement with auditor/chartered accountant certificate.	Since its a large and complicated deal we think Bank should consider -The Bidder should be a profit making company and should have earned Net profit in at least for three of preceding Financial Years (FY 2016-17, 2017-18 and 2018-19) and Operating profit in the other Financial Year as per the audited Financial Statements. Bidder should provide audited Profit & Loss Statement with auditor/chartered accountant certificate.	No Change
15.	Section - II 2. Eligibility Criteria for the Bidders	2.iii	9	The Bidder should be a profit making company and should have earned Net profit in at least two out three of preceding Financial Years (FY 2016-17, 2017-18 and 2018-19) and Operating profit in the other Financial Year as per the audited Financial Statements. Bidder should provide audited Profit & Loss Statement with auditor/chartered accountant certificate	Pls Change profit making company for all three preceding Financial years.	No Change
16.	Section - II 2. Eligibility Criteria for the Bidders	2.v	9	The bidder should be an authorized partner of M/s Cisco Systems in India for supply and support of Cisco equipment.	Request customer to kindly revise this clause as below : "The bidder should be an authorized Gold Certified partner of M/s Cisco Systems in India for supply and support of Cisco equipment".	No Change
17.	Section - II 2. Eligibility Criteria for the Bidders	2.v	9	The bidder should be an authorized partner of M/s Cisco Systems in India for supply and support of Cisco equipment.	Since it's a complicated project and needs an experience and skilled bidder. The bidder should be an authorized Gold partner of M/s Cisco Systems in India for supply and support of Cisco equipment.	No Change
18.	Section - II 2. Eligibility Criteria for the Bidders	2.v	9	The bidder should be an authorized partner of M/s Cisco Systems in India for supply and support of Cisco equipment.	The Bidder should be Gold partner of M/s Cisco Systems in India for Supply and support of Cisco equipment. This will help bank to get the better technical support .	No Change
19.	SECTION – II 3: Deliverables from the Bidder	3	10	The device if reported faulty/mal-functioning should be rectified through replacement with new device of same make and model or above.	Bidder would request customer to keep the Network equipment in safe custody. Further, if there is any damage to the network equipment due to issues at customer end, then the new equipment cost would be borne by the customer.	It is clarified that such costs are covered under Storage cum Erection Policy which is already covered in the tender terms and conditions.

20.	SECTION – II 3: Deliverables from the Bidder	3	10	The accessories, literature etc. provided as part of the equipment by the OEM need to be supplied to the Bank.	Is it about the user manual, configuration document and what all is needed. Please clarify the etc., points	It is clarified that all the accessories, manuals, online access and any material information which is related to this project as supplied by OEM to be provided to the bank by the successful bidder.
21.	SECTION – II 3: Deliverables from the Bidder	3	10	Delay in supply of equipments, delay in installation and delay in rectifying issues with equipment sought by the Bank will attract liquidated damages, penalty	Request customer to confirm If there is any delay due to issues at customer end will that be categorized as delay liable for imposing penalty or not.	It is clarified that Successful bidder has to make a record of such incidents when the reason for delay in implementation is solely attributable to bank.
22.	SECTION – II 3: Deliverables from the Bidder	3	10	Delay in supply of equipments, delay in installation and delay in rectifying issues with equipment sought by the Bank will attract liquidated damages, penalty.	Delay in supply of equipments, delay in installation & delay in rectifying issues with equipment due to unexpected reasons like the current (pandemic outbreak situation) should be taken into consideration & no LD & penalty should be applied.	It is clarified that delay in implementation of project due to Force Majeure Conditions as detailed in the RFP will be taken into consideration.
23.	SECTION – II 4. Timeframe for Completion of Activities	4	10	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.	As customer is also aware about the lockdown due to COVID-19, bidder would request customer to revise the delivery timelines from 6 weeks to a minimum of 12 weeks. Further bidder would request customer to increase the timelines for supply of additional devices during implementation from 2 weeks to 6 weeks.	It is clarified that delay in implementation of project due to Force Majeure Conditions as detailed in the RFP will be taken into consideration. Please refer Amendment - 2
24.	SECTION – II 4. Timeframe for Completion of Activities	4	10	Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications.	Request customer to confirm whether the migration will take place in phases or completely at a single point of time.	It is clarified that application migration will be carried out in phased manner.

25.	SECTION – II 4. Timeframe for Completion of Activities	4	10	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	Request Bank to amend this clause as "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 12 weeks from the date of issue of delivery instructions. If any Additional quantity of devices requested during implementation should be supplied within sixteen Weeks from the date of delivery instructions".	Please refer Amendment - 2
26.	SECTION – II 4. Timeframe for Completion of Activities	4	10	Installation of equipment should be completed within four weeks from the date of delivery.	Request Bank to amend this clause as "Installation of equipment should be completed within Six weeks from the date of delivery."	Please refer Amendment - 2
27.	SECTION – II 4. Timeframe for Completion of Activities	4	10	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	Request Bank to amend this clause as "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 Ten weeks from the date of issue of delivery instructions. If any Additional quantity of devices requested during implementation should be supplied within sixteen Weeks from the date of delivery instructions"	Please refer Amendment - 2
28.	SECTION – II 4. Timeframe for Completion of Activities	4	10	Installation of equipment's should be completed within four weeks from the date of delivery.	Request Bank to amend this clause as "Installation of equipment's should be completed within Six weeks from the date of delivery."	Please refer Amendment - 2
29.	SECTION – II 4. Timeframe for Completion of Activities	4	10	Devices should be supplied within Six weeks from the date of issue of delivery instructions.	We request you to revise the delivery period to 10 weeks.	Please refer Amendment - 2



30.	SECTION – II 4. Timeframe for Completion of Activities	4	10	Installation of equipment should be completed within four weeks from the date of delivery	We request you to revise the instalation period to 8 weeks from the date of delivery.	Please refer Amendment - 2
31.	SECTION – II 4. Timeframe for Completion of Activities	4	10	Installation of equipments\ should be completed within four weeks from the date of delivery.	Requesting to change it to " <i>Installation of equipments should be completed within <u>six weeks</u> from the date of delivery.</i> "	Please refer Amendment - 2
32.	SECTION – II 4. Timeframe for Completion of Activities	4	10	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	Request Bank to amend this clause as "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 Ten weeks from the date of issue of delivery instructions. If any Additional quantity of devices requested during implementation should be supplied within sixteen Weeks from the date of delivery instructions"	Please refer Amendment - 2
33.	SECTION – II 4. Timeframe for Completion of Activities	4	10	Installation of equipment should be completed within four weeks from the date of delivery.	Request Bank to amend this clause as "Installation of equipment should be completed within Six weeks from the date of delivery."	Please refer Amendment - 2
34.	SECTION – II 4. Timeframe for Completion of Activities	4	10	<ul style="list-style-type: none"> Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. 	<p>Application migration is limited to Application Traffic Flow Configuration in SDN- ACI (Application Centric) Deployment.</p> <p>Any Application /Server related activity will be performed by the Bank or Bank existing Manage Services SI.</p>	It is clarified that Application migration is limited to Application Traffic Flow Configuration in SDN- ACI (Application Centric) Deployment.

35.	SECTION – II 4. Timeframe for Completion of Activities	4	10	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.	At the current COVID situation where there is lot of backlog in order execution with OEM it is prudent to have minimum 10 weeks instead of proposed 6 weeks. 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 TEN weeks from the date of issue of delivery instructions. If any Additional quantity of devices requested during implementation should be supplied within 10 Weeks from the date of delivery instructions.	Please refer Amendment - 2
36.	SECTION – II 4. Timeframe for Completion of Activities	4	10	Installation of equipment should be completed within four weeks from the date of delivery.	Request Bank to amend this clause as "Installation of equipment should be completed within Six weeks from the date of delivery."	Please refer Amendment - 2
37.	SECTION – II 4. Timeframe for Completion of Activities	4	10	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.	Considering COVID-19 situation, please note Timelines mentioned in the RFP and agreed between the Parties relating to the scope of work under the project, shall automatically get extended for such period of delay, affected due to Force Majeure Event, including the Covid-19 situation. Solution Provider shall not liable for delays in its performance, response time or for non-performance, resulting from or arising out of a Force Majeure Event, including the Covid-19 situation. Parties will have the right to review and amend the project timelines affected due to or arising out of Force Majeure Event.	It is clarified that delay in implementation of project due to Force Majeure Conditions as detailed in the RFP will be taken into consideration. Please refer Amendment - 2

38.	SECTION – II 4. Timeframe for Completion of Activities	4	10	Installation of equipment should be completed within four weeks from the date of delivery	Please Define scope of deliverable against each term very clearly Installation, Implementation, UAT, Testing, Successful commissioning, migration. intergation as this is always interpreted as per convenience of stakeholders involved and bank? Please also define exit criteria of each scope of deliverable? Is it limited to implementation of hardware or includes configuration, testing, integration / migration of application and successful commissioning of hardware within 4 weeks of date of delivery? Bidder proposes installation or implementation should not include integration / migration of application.	The same will be discussed with successful bidder and mutually agreed. However, overall timeline defined in the RFP would be same. Please refer Amendment - 2
39.	SECTION – II 4. Timeframe for Completion of Activities	4	10	first health check-up and compliance services for network devices should start 6 months after the first production application migration	Bank to indentify and provide the list of application to be migrated in SDN	It is clarified that list of applications to be migrated to SDN will be informed to successful bidder.
40.	SECTION – II 4. Timeframe for Completion of Activities	4	10	Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications.	What is the total number of applications to be considered for migration	It is clarified that list of applications to be migrated to SDN will be informed to successful bidder.
41.	SECTION – II 4. Timeframe for Completion of Activities	4	10	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	Request Bank to amend this clause as "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 Ten weeks from the date of issue of delivery instructions. If any Additional quantity of devices requested during implementation should be supplied within sixteen Weeks from the date of delivery instructions"	Please refer Amendment - 2

42.	SECTION – II 4. Timeframe for Completion of Activities	4	10	Installation of equipment should be completed within four weeks from the date of delivery.	Request Bank to amend this clause as "Installation of equipment should be completed within Six weeks from the date of delivery."	Please refer Amendment - 2
43.	SECTION – II 4. Timeframe for Completion of Activities	4	10	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	Request Bank to amend this clause as "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 Sixteen weeks from the date of issue of delivery instructions. If any Additional quantity of devices requested during implementation should be supplied within sixteen Weeks from the date of delivery instructions"	Please refer Amendment - 2
44.	SECTION – II 4. Timeframe for Completion of Activities	4	10	Installation of equipment should be completed within four weeks from the date of delivery.	Request Bank to amend this clause as "Installation of equipment should be completed within Eight weeks from the date of delivery."	Please refer Amendment - 2
45.	SECTION – II 4. Timeframe for Completion of Activities	4	10	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.	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.	Please refer Amendment - 2
46.	SECTION – II 4. Timeframe for Completion of Activities	4	10	Installation of equipment should be completed within four weeks from the date of delivery.	· Installation of equipment should be completed within four weeks from the date of delivery. The Timeframe for Completion of Activities shall be extended if the Bidder is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following: --any occurrence of Force Majeure or unforeseen conditions ---any changes in laws and regulations ---any default or breach of the Contract by the Bank	It is clarified that delay in implementation of project due to Force Majeure Conditions as detailed in the RFP will be taken into consideration. Please refer Amendment - 2



47.	SECTION – II 4. Timeframe for Completion of Activities	4	10	Installation of equipment should be completed within four weeks from the date of delivery.	Request Bank to amend this clause as "Installation of equipment should be completed within Six weeks from the date of delivery."	Please refer Amendment - 2
48.	SECTION – II 4. Timeframe for Completion of Activities	4	10	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	Bidder is requesting to revisit the delivery timelines keeping epidemic condition into consideration	Please refer Amendment - 2
49.	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	We request you to remove nexus 9k series with SDN Clause and amend as the bidder should have supplied minimum 2 no of nexus 9 k series cisco switches (remove SDN clause)	Please refer Amendment - 3
50.	Section - II 2. Eligibility Criteria for the Bidders	2.vi	10	The bidder should have supplied minimum 2 nos. of Nexus 9K series Cisco Switches with SDN or above in at least two private or PSU banks/ Public or private ltd companies/Insurance companies in India last three years.	As per the Govt of India, Dept of MSME notification, in the tenders MSME bidder should be allowed with exemptions from prior experience. Please revise the below as: The bidder should have supplied minimum 1 nos. of Nexus 9K series Cisco Switches with SDN or above in at least two private or PSU banks/ Public or private ltd companies/Insurance companies in India last Five years.	Please refer Amendment - 3
51.	SECTION – II 2. Eligibility Criteria for the Bidders	2.vi	10	Bidder should have supplied minimum 2 nos of Nexus 9k cisco switches with SDN in atleast 2 PSU or private banks/Public or pvt ltd companies /Insurance companies in last 3 years.	" Bidder should have supplied min 2 no of Nexus 9K series cisco switches with SDN in atleast 1 PSU or private banks/Public or pvt ltd companies /Insurance companies in last 4 financial years. -	Please refer Amendment - 3
52.	Section - II 2. Eligibility Criteria for the Bidders	2.vi	10	The Bidder should have supplied minimum 2 Nos. of Nexus 9K series Cisco Switches with SDN or above in at least two private or PSU banks / public or private Ltd companies/ Insurance Companies in India in last three years.	We request M/s. Indian Bank to amend this clause as " <u><i>The Bidder should have supplied minimum 2 Nos. of Nexus 9K series Cisco Switches with SDN or above in at least two private or PSU banks / public or private Ltd companies/ Insurance Companies or Government or PSU Companies in India in last three years.</i></u> ".	Please refer Amendment - 3

53.	Section - II 2. Eligibility Criteria for the Bidders	2.vi	10	The Bidder should have supplied minimum 2 Nos. of Nexus 9K series Cisco Switches with SDN or above in at least two private or PSU banks / public or private Ltd companies/ Insurance Companies in India in last three years.	Since the scope is also implementation of ACI fabric hence The Bidder should also have supplied minimum 2 Nos. of Nexus 9K series Cisco Switches with SDN and ACI - APIC Fabric implemented or above in at least two private or PSU banks / public or private Ltd companies/ Insurance Companies in India in last three years.	Please refer Amendment - 3
54.	Section - II 2. Eligibility Criteria for the Bidders	2.vi	10	The Bidder should have supplied minimum 2 Nos. of Nexus 9K series Cisco Switches with SDN or above in at least two private or PSU banks / public or private Ltd companies/ Insurance Companies in India in last three years.	Request you to amend the clause as: The Bidder should have supplied minimum 2 Nos. of Nexus 9K series Cisco Switches with SDN or above in at least two private or PSU banks / public or private Ltd companies/ Insurance Companies/Government, in India in last three years.	Please refer Amendment - 3
55.	Section - II 2. Eligibility Criteria for the Bidders	2.vii	10	A minimum of 10 numbers of Cisco certified engineers should be in bidder's payroll and out of which 5 Engineers should have valid CCIE certifications. In case of exigencies such as when Data Center networks is down or is degraded due to issues with the quoted hardware/solution, these engineers have to coordinate with Bank's NOC vendors to resolve the issues	Request customer to confirm what is expected as demarcation of scope between the NOC and Engineers.	No Change
56.	Section - II 2. Eligibility Criteria for the Bidders	2.vii	10	A minimum of 10 numbers of cisco certified engineers should be in bidders payroll and out of which 5 engineers should have valid CCIE certifications.	Please find the revise point below: A minimum of 5 numbers of cisco certified engineers should be in bidders payroll and out of which 2 engineers should have valid CCIE certifications.	No Change
57.	Section - II 2. Eligibility Criteria for the Bidders	2.vii	10	A minimum of 10 cisco certified engineers in bidder pay roll and out of which 5 engineers must have CCIE certification. We have one CCIE certified engineer in payroll.	A minimum of 10 cisco certified engineers in bidder pay roll and out of which 1 CCIE - certified Engineer in pay roll instead of 5 CCIE certified Engineers in pay roll".	No Change
58.	Section - II 2. Eligibility Criteria for the Bidders	2.vii	10	A minimum of 10 numbers of Cisco certified engineers should be in bidder's payroll and out of which 5 Engineers should have valid CCIE certifications. In case of exigencies such as when Data Center networks is down or is degraded due to issues with the quoted hardware/solution, these engineers have to coordinate with Bank's NOC vendors to resolve the issues	Kindly amend this clause as " <i>A minimum of 10 numbers of Cisco certified engineers should be in bidder's payroll and out of which 2 Engineers should have valid CCIE certifications. In case of exigencies such as when Data Center networks is down or is degraded due to issues with the quoted hardware/solution, these engineers have to coordinate with Bank's NOC vendors to resolve the issues.</i> ".	No Change



59.	Section - II 2. Eligibility Criteria for the Bidders	2.vii	10	A minimum of 10 numbers of Cisco certified engineers should be in bidder's payroll and out of which 5 Engineers should have valid CCIE certifications. In case of exigencies such as when Data Center networks is down or is degraded due to issues with the quoted hardware/solution, these engineers have to coordinate with Bank's NOC vendors to resolve the issues.	The increase in Skilled engineers means the bidder has the capability to serve N number of client simultaneously at time of distress hence A minimum of 25 numbers of Cisco certified engineers should be in bidder's payroll and out of which 15 Engineers should have valid CCIE certifications. In case of exigencies such as when Data Center networks is down or is degraded due to issues with the quoted hardware/solution, these engineers have to coordinate with Bank's NOC vendors to resolve the issues.	No Change
60.	4) Timeframe for Completion of Activities		10	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	Request Bank to amend this clause as "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 5% quantity mentioned in bid) required as on date will be given to successful bidder along with the Purchase Order. Devices should be supplied within Ten weeks from the date of issue of delivery instructions. If any Additional quantity of devices requested during implementation should be supplied within sixteen Weeks from the date of delivery instructions"	Please refer Amendment - 2
61.	SECTION III - 3. Documents constituting the bid	3	13	No price variation will be accepted for increase in customs/excise duty, other taxes, and foreign exchange rate variation or for any other reasons	Due to current market volatility and we receiving quotes from Cisco in USD only, request Indian bank to accept the following variance, " The current proposal is computed at the exchange rate of 1 USD = Rs xxx (Pls refer to spot as reflected in the RBI site (www.rbi.org.in) on that date). Any Variation in exchange rate beyond 1% will be passed on to Indian Bank as per exchange rate applicable on the date of invoicing/delivery.	No Change

62.	Section - III 4. Cost of Bid Document & Bid Security (Earnest Money Deposit)	4	13	The bidder will forfeit the Bid Security a) if a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form. Or b) 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 a) if a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form. Or b) in the case of a Successful Bidder, if the Bidder fails to sign the mutually agreed Contract or to furnish Performance Security.	No Change
63.	SECTION III - INSTRUCTIONS TO BIDDERS Cost of Bid Document & Bid Security (Earnest Money Deposit)	4	13	Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank or after issuing purchase order to the successful L1 bidder, whichever is earlier.	Unsuccessful bidders' bid security will be discharged or returned <u>upon disclosure of the</u> successful L1 bidder.	No Change
64.	SECTION III - 3. Documents constituting the bid	3.b)iv)	13	No price variation will be accepted for increase in customs/excise duty, other taxes, and foreign exchange rate variation or for any other reasons.	Price variation arising due to increase in customs / excise duty, other taxes and foreign exchange rate variation or for any other reasons should be to customer's account.	No Change
65.	Section - III 3. DOCUMENTS CONSTITUTING THE BID	3.b)iv) & 3.b)v)	13	iv) No price variation will be accepted for increase in customs/excise duty, other taxes, and foreign exchange rate variation or for any other reasons. v) However, any decrease in Government levies, customs, and taxes till the date of invoice have to be passed on to the Bank .	Since we are talking of minimum 90 day period btw today and delivery and subsequent yearly OR quaterly billing we request bank to have all Taxes to be AS PER ACTUAL	No Change
66.	SECTION III - 3. Documents constituting the bid	3.b)v)	13	However, any decrease in Government levies, customs, and taxes till the date of invoice have to be passed on to the Bank	Any decrease in Government levies, customs, and taxes till the date of invoice have to be passed on to the Bank. Similarly, any increase in Government levies, customs, and taxes till the date of invoice will be paid or reimbursed by the Bank to the Bidder.	No Change

67.	SECTION III - INSTRUCTIONS TO BIDDERS Documents constituting the bid : Financial Bid	3.B.iv	13	No price variation will be accepted for increase in customs/excise duty, other taxes, and foreign exchange rate variation or for any other reasons.	<u>Add</u> : The Bank is responsible for payment of taxes, duties, octroi / entry tax, cesses and any other statutory levies (by whatever name called at the applicable rates from time to time, including any new levies or increase in existing levies) relating to the proposal. However, The Bank will not be responsible for income taxes and wealth taxes that may be payable by the successful bidder. In case of any new taxes or levies being attracted to the transaction after the date of submission of response by the bidder or if any existing taxes or levies are changed thereafter, the same shall be borne by the Bank. Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of the Bank. It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ ("Base Exchange Rate"). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate.	No Change
68.	Section III 4. Cost of Bid Document and Bid Security (Earnest Money Deposit)	4	14	Cost of Bid Document and Bid Security (Earnest Money Deposit) and Bid Security Form	Please note that the EMD amount shall only be forfeited if the Bidder withdraws their bid during the bid validity period, provided no further amendments were made to the bid by the Bank to the RFP post the submission of the bid. Further, the EMD shall be returned immediately upon the selection of the successful bidder.	No Change
69.	Section - III 6.Period of Validity of bids	6	14	Bids should remain valid for the period of 90 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.	Bids should remain valid for the period of 90 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required. Bidder may refuse to extend the same without any consequences.	No Change

70.	Section - III 14. Bid Proposal and Ownership	14	16	The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.	The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned. Banks shall maintain the confidentiality of the Bid proposal and documents submitted by the bidder.	No Change
71.	Section III, clause 18 and 19	18	16	Awarding of the Contract and Signing of the Contract	If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the date of delivery then 0.1% of the invoice value will be deducted from the payment for each insurance.	No Change
72.	Section - III 18.Awarding of Contract	18	16	Purchase order will be issued to lowest quoted (L1) Bidder. Purchase Order should be accepted within 7 days from the date of issue.	Purchase order will be issued to lowest quoted (L1) Bidder. Purchase Order should be accepted within 15 days from the date of issue.	No Change
73.	Section - III 20.Performance Security	20.2	17	20.2 The performance security submitted by the Successful bidder shall be invoked by the Bank as compensation for any loss resulting from the Successful bidder's failure in completing their obligations under the Contract.	The performance security submitted by the Successful bidder shall be invoked by the Bank as compensation for any loss resulting from the Successful bidder's failure in completing their material obligations under the Contract provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.	No Change
74.	Section - III 20.Performance Security	20.2	17	The performance security submitted by the Successful bidder shall be invoked by the Bank as compensation for any loss resulting from the Successful bidder's failure in completing their obligations under the Contract.	The performance security submitted by the Successful bidder shall be invoked by the Bank in case the successful bidder fails to comply to the terms and conditions of the signed contract.	No Change
75.	Section - III 21.Insurance	21	17	21) if insurance policies for tranist or storage cum erection insurance is not provided or not covering the period ,from the date of delivery then 0.1 % of the invoice value will be deducted from the payment of each insurance	we request you to amend the deduction from 0.1% to 0.05%	No Change
76.	Section - III 21.Insurance	21	17	Insurance	Bidder requests for the deletion of the clause.	No Change

77.	Section - III 21. Insurance	21	17	<p>21. Insurance The goods are to be insured by Supplier with Bank's name for an amount equivalent to 110% of the invoice value for Transit. The Supplier should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery either by a single Policy for each and every supply or by a Master Policy for the items proposed to be supplied in future. If any loss incurred by the Bank due to Insurance not taken by the supplier, then the supplier should make good the loss to the Bank. If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the date of delivery then 0.1% of the invoice value will be deducted from the payment for each insurance.</p>	<p>Kindly confirm that we would be providing transit insurance upto 100% of the value of goods till the time of delivery to Client location. Kindly remove the 0.1% deduction.</p>	No Change
78.	Section - III 21. Insurance	21	17	<p>The goods are to be insured by successful Bidder with Bank's name for an amount equivalent to 110% of the invoice value for Transit. The successful Bidder should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery either by a single Policy for each and every supply or by a Master Policy for the items proposed to be supplied in future. If any loss incurred by the Bank due to Insurance not taken by the successful Bidder, then the successful Bidder should make good the loss to the Bank.</p>	<p>Insurance is bidder's responsibility till the time of delivery of supplies to Indian Bank.</p>	No Change

79.	Section - III 21. Insurance	21	17	The goods are to be insured by successful Bidder with Bank's name for an amount equivalent to 110% of the invoice value for Transit. The successful Bidder should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery either by a single Policy for each and every supply or by a Master Policy for the items proposed to be supplied in future. If any loss incurred by the Bank due to Insurance not taken by the successful Bidder, then the successful Bidder should make good the loss to the Bank.	The goods are to be insured by successful Bidder for an amount equivalent to 100% of the invoice value for Transit. The successful Bidder should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery either by a single Policy for each and every supply or by a Master Policy for the items proposed to be supplied in future. If any loss incurred by the Bank due to Insurance not taken by the successful Bidder, then the successful Bidder should make good the loss to the Bank.	No Change
80.	Section IV, 1.1 ©	1.1	19	Definition of Contract	Please note that a 'Contract' shall be defined as an agreement between the Bank and the L1 Bidder which shall comprise of mutually acceptable terms and conditions that governs the scope of work, and that includes the Bidder's proposal, including but not limited to any deviations proposed by the Bidder.	No Change

81.	Section - IV 2.Obligations of the Successful bidder	2	20	The Successful bidder either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the client's business or operations without the prior written consent of the client.	The Successful bidder either during the term or for a period of 2 years after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the client's business or operations without the prior written consent of the client. The bank should also maintain the confidentiality of the information, data, documents etc shared by the bidder to Bank. Every piece of Confidential information should be designated or marked as 'confidential' by the Disclosing Party at the time of disclosure of such information to the Receiving Party or where disclosed orally being confirmed in writing by the Disclosing Party within five days of such oral disclosure. This restriction does not limit the right to use confidential information if it: a.is obtained from another source without restriction.b Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality;c. becomes generally known to the public without violation of this Proposal;d.s independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information; e. is required to be provided under any law, or process of law duly executed	No Change
82.	Section IV, 2..Obligations of the Successful bidder	2.1	20	Confidentiality	Please note that either party shall protect the confidential information of the other, to the extent such information is marked or identified as confidential at the time of disclosure. Such information shall be protected for a period of 3 years from the date of initial disclosure of such confidential information. Further, the parties shall execute a separate, mutually acceptable, non-disclosure agreement, whose terms shall govern the exchange of confidential information between the parties.	No Change



83.	Section - IV 6.Installation	6	21	The Successful bidder is responsible for all unpacking and installations. The Successful bidder shall test all equipment's and accomplish all adjustments necessary for successful and continuous operation at all installation sites.	Bidder requests customer to keep the device in safe custody. Further, bidder seek customer support to provide appropriate power supply along with back up for smooth installation and functioning of the device.	Equipment will be installed at DC and DR. Unpacking, Racking & Mounting of equipment procured through this tender is the responsibility of successful bidder. No Change
84.	Section - IV 6.Installation	6	21	The Successful bidder is responsible for all unpacking and installations. The Successful bidder shall test all equipment and accomplish all adjustments necessary for successful and continuous operation at all installation sites.	Request customer to confirm will there be any support provided by the bank for racking and mounting of devices or any customer personnel or customer responsible persons will be involved?	It is clarified that support required to the successful bidder will be provided by the bank. Racking & Mounting of devices procured through this tender is the responsible of successful bidder. No Change
85.	Section - IV 6.Installation	6	21	The Successful bidder is responsible for all unpacking and installations. The Successful bidder shall test all equipment and accomplish all adjustments necessary for successful and continuous operation at all installation sites.	1) Internal Material Movement responsibility will be with customer. 2) Customer must provide Dedicated lockable storage room and basic infra to Power test and store the material. 3) Customer must provide adequate man power for material movement in their premises from Storage Room to DC/DR.	It is clarified that support required by successful bidder will be provided by the bank. Racking & Mounting of devices procured through this tender is responsibility of successful bidder.
86.	Section - IV 6.Installation	6	21	The Successful bidder is responsible for all unpacking and installations. The Successful bidder shall test all equipment and accomplish all adjustments necessary for successful and continuous operation at all installation sites	All material mentioned into BoQ is expected to be delivery in Chennai(DC) and Mumbai (DR) where installation/POST needs to be completed,please advise if there is any other location as well	It is clarified that equipment procured through this tender to be delivered at Indian Bank DC@Chennai & DR@Mumbai.
87.	Section - IV 7.Comprehensive Onsite Warranty	7	21	The supplier has to provide 3 year warranty support and AMC support from 4th year to 5th year for the switches under the contract	Request customer to amend this clause as below : The supplier has to provide 3 year warranty support and AMC support from 4th year to 5th year for the switches under the contract from the delivery date .	No Change
88.	Section - IV 7.Comprehensive Onsite Warranty	7	21	Comprehensive Onsite Warranty	What is the warranty start date	It is clarified that 1st year warranty starts after 90 days from the date of delivery/ on installing the device, whichever is earlier.
89.	Section - IV 7.Comprehensive Onsite Warranty	7	21	Comprehensive Onsite Warranty	3 year Warranty term to start within 45 days of product delivery from OEM / bidder onsite.	It is clarified that 1st year warranty starts after 90 days from the date of delivery/ on installing the device, whichever is earlier.



90.	Section - IV 7.Comprehensive Onsite Warranty	7	21	<p>7. Comprehensive Onsite Warranty</p> <ul style="list-style-type: none"> • The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current model(s) and 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 Purchaser'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. • The supplier has to provide 3 year warranty support and AMC support from 4th year to 5th year for the switches under the contract. • Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof, without cost to the Purchaser. • If the Supplier, having been notified, fails to remedy the defect(s), the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract as per the SLA. 	Bank to kindly confirm that warranty 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.	No Change
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91.	Section - IV 7.Comprehensive Onsite Warranty	7	21	<p>If the Supplier, having been notified, fails to remedy the defect(s), the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract as per the SLA.</p>	<p>This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables on incompatible hardware not recommended by Bidder; (ii) any change, not made by Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the Bank without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder by Bank in connection with the preparation of the deliverable. In case of breach of this warranty, Bank's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to the Bank if already paid by the Bank. EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO BANK, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER.</p>	No Change
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92.	Section - IV 7.Comprehensive Onsite Warranty	7	21	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current model(s) and 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 Purchaser'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.	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current model(s) and 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 Purchaser'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.	No Change
93.	Section - IV 7.Comprehensive Onsite Warranty	7	21	As per RFP	<u>Add</u> : Since bidder is acting as a reseller of completed products, the 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 Bank shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that the bidder shall not provide any additional warranties and indemnities with respect such products.	No change
94.	Section - IV 8.SLA	8	21	SLA clause detailed in tender	We request Bank 1)to amend the SLA on the overall solution & not on the individual device failure 2) Penatly to be costed to AMC value and not of product value Penalty to be capped to 10% of yearly AMC value, even during 3years warranty period. Bidder wants to knw what is the maximum aggregate capping for LD & Penalty for the cntract . Bidder suggests for aggregete capping for LD& Penalty to be max of 10% of contract value	Please refer Amendment - 6,7,8,

95.	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.	Request Bank to amend this clause as " If the successful bidder fails to rectify any adverse impact on the banking operations caused due to implementation / migration activity within Same Business Day (08 hours) of occurrence of the issue, the bank shall levy penalty at the rate of Rs.5,000/- per day or part thereof from 8 hours of occurrence of the issue. Penalties will be pegged at the total migration charges payable for that respective quarter.Also request Bank to cap this penalty to 5% of the migration cost. Penalty should be only applicable if the roll back is not possible & impacting the bank business.	Please refer Amendment - 6
96.	Section - IV 8.SLA	8	21	SLA penalty	The penalty shall only be applicable when the delay is solely and entirely attributable to the Bidder.	It is clarified that Successful bidder has to make a record of such incidents when the reason for non-maintenance of SLA is attributable to bank. No Change
97.	Section - IV 8.SLA	8	21	SLA penalty	The overall penalty should be capped at 1% of the contract value.	Please refer Amendment 8
98.	Section - IV 8.SLA	8	21	As per RFP	<u>Add</u> : Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, the aggregate penalty including liquidated damages, that can be deducted in a month shall be restricted to a maximum of 2.5% of the service charges payable to the bidder for that month.	Please refer Amendment 8
99.	Section - IV 8.SLA	8.i	21	If the successful bidder fails to rectify the equipment within 4 hours either by rectification of fault or replacement of device/components, the bank shall levy penalty at the rate of Rs. 50,000/- per day or part thereof from 4 hours of reporting the issue to the bidder. Penalties will be pegged at cost of that particular equipment including 3 years warranty. Applicable penalty will be deducted from subsequent payments.	Bidder requests customer to revise the clause as below : "If the successful bidder fails to rectify the equipment within 8 hours either by rectification of fault or replacement of device/components, the bank shall levy penalty at the rate of Rs. 5,000/- per day. Applicable penalty will be deducted from subsequent payments."	No Change

100.	Section - IV 8.SLA	8.i	21	If the successful bidder fails to rectify the equipment within 4 hours either by rectification of fault or replacement of device/components, the bank will levy penalty at the rate of RS 50000/- Per day or part thereof from 4 hours of reporting the issue to the bidder.	Request to change the SLA to 6 Hours.	No change
101.	Section - IV 8.SLA	8.i	21	If the successful bidder fails to rectify the equipment within 4 hours either by rectification of fault or replacement of device/components, the bank will levy penalty at the rate of RS 50000/- Per day or part thereof from 4 hours of reporting the issue to the bidder.	Request to change the penalty at the rate of RS 10000/- per Day.	No Change
102.	Section - IV 8.SLA	8.i	21	Any delay in health check and Compliance services for network devices will be charged at 10% of the cost payable towards Health check and compliance services for Network devices for 1 year per month or part thereof.	Please change to "Any delay in health check and Compliance services for network devices will be charged at 3% of the cost payable towards Health check and compliance services Network devices for 1 year per month."	No Change
103.	Section - IV 8.SLA	8.i	21	If the successful bidder fails to rectify the equipment within 4 hours either by rectification of fault or replacement of device/components, the bank shall levy penalty at the rate of Rs. 50,000/- per day or part thereof from 4 hours of reporting the issue to the bidder. Penalties will be pegged at cost of that particular equipment including 3 years warranty. Applicable penalty will be deducted from subsequent payments.	Request Bank to amend this clause as "If the successful bidder fails to rectify the equipment within 8 hours either by rectification of fault or replacement of device/components, the bank shall levy penalty at the rate of Rs. 5,000/- per day or part thereof from 8 hours of reporting the issue to the bidder. Penalties will be pegged at cost of that particular equipment including 3 years warranty. Applicable penalty will be deducted from subsequent payments.	No Change

104.	Section - IV 8.SLA	8.i	21	If the successful bidder fails to rectify the equipment within 4 hours either by rectification of fault or replacement of device/components, the bank shall levy penalty at the rate of Rs. 50,000/- per day or part thereof from 4 hours of reporting the issue to the bidder. Penalties will be pegged at cost of that particular equipment including 3 years warranty. Applicable penalty will be deducted from subsequent payments.	If the successful bidder fails to rectify the equipment within 4 hours either by rectification of fault or replacement of device/components, the bank shall levy penalty at the rate of Rs. 50,000/- per day or part thereof from 4 hours of reporting the issue to the bidder. Penalties will be pegged at 2.5% of the cost of that particular equipment including 3 years warranty. Applicable penalty will be deducted from subsequent payments.	No Change
105.	Section - IV 8.SLA	8.i	21	If the successful bidder fails to rectify the equipment within 4 hours either by rectification of fault or replacement of device/components, the bank shall levy penalty at the rate of Rs. 50,000/- per day or part thereof from 4 hours of reporting the issue to the bidder. Penalties will be pegged at cost of that particular equipment including 3 years warranty. Applicable penalty will be deducted from subsequent payments.	Bidder is requesting to revisit the delivery timelines keeping epidemic condition into consideration	It is clarified that delay in implementation of project due to Force Majeure Conditions as detailed in the RFP will be taken into consideration. No Change
106.	Section - IV 8.SLA	8.ii	21	If the successful bidder fails to rectify the equipment within 4 hours either by rectification of fault or replacement of device/components, the bank shall levy penalty at the rate of Rs. 50,000/- per day or part thereof from 4 hours of reporting the issue to the bidder. Penalties will be pegged at cost of that particular equipment including 3 years warranty. Applicable penalty will be deducted from subsequent payments.	If the successful bidder fails to rectify the equipment within 4 hours either by rectification of fault or replacement of device/components, the bank shall levy penalty at the rate of Rs. 50,00/- per day or part thereof from 4 hours of reporting the issue to the bidder. Penalties will be pegged at cost of that particular equipment including 3 years warranty. Applicable penalty will be deducted from subsequent payments.	No Change

107.	Section - IV 8.SLA	8.ii	21	<p>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.</p>	<p>Bidder requests customer to increase the activity timeline from 1 hours to 4 hours post technical support from with OEM as the migration and implementation is totally dependent on the customer requirement. Bidder also requests customer to share the configuration, network topology , IP schema for better installation and functioning.</p> <p>Further bidder seek support from customer to not penalize the bidder if the issue found to be at customer end.</p> <p>Lastly bidder requests customer to reduce the penalty from Rs.5,00,000/- per day to Rs.10,000/- per day. and to remove the statement "Penalties will be pegged at the total migration charges payable for that respective quarter."</p>	Please refer Amendment - 6
108.	Section - IV 8.SLA	8.ii	21	<p>If the bidder fails to rectify any adverse Impact on the banking operations cases due to implementation and migration activity with in 1 hour of occurrence of the issue, the bank shall levy penalty at the rate Rs 5Lkhs 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 resp quarter</p>	<p>Please add to this clause :- Rollback process and time taken for the rollback will be defined by the bidder / OEM before starting the migration activity . Rollback time or rectification time will be defined based on the complexity of the application and dependency.</p> <ul style="list-style-type: none"> - Exclusion : Any delay from bank's network/ application /server team to approve the rollback request / change request to fix the issue - Exclusion : any issues related product software defects / defects on 3rd party devices - Exclusion : Any environmental issues - Exclusion : Issue due to wrong information provided by the bank during network design and application migration phase - Exclusion : delay due to Covid19 related situation / lockdown / travel restriction - Minimum restoration time should be 1 Day 	<p>It is clarified that delay in implementation of project due to reasons attributable to bank/ Force Majeure Conditions as mentioned in RFP will be taken into consideration. Successful bidder has to make a record of such incidents when the reason for delay in implementation is attributable to bank . Please refer Amendment - 6</p>

109.	Section - IV 8.SLA	8.ii	21	<p>If the bidder fails to rectify any adverse Impact on the banking operations cases due to implementation and migration activity with in 1 hour of occurrence of the issue, the bank shall levy penalty at the rate Rs 5Lkhs 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 resp quarter</p>	<p>Please add to this clause :- Rollback process and time taken for the rollback will be defined by the bidder / OEM before starting the migration activity . Rollback time or rectification time will be defined based on the complexity of the application and dependency.</p> <ul style="list-style-type: none"> - Exclusion : Any delay from bank's network/ application /server team to approve the rollback request / change request to fix the issue - Exclusion : any issues related product software defects / defects on 3rd party devices - Exclusion : Any environmental issues - Exclusion : Issue due to wrong information provided by the bank during network design and application migration phase - Exclusion : delay due to Covid19 related situation / lockdown / travel restriction - Minimum restoration time should be 1 Day 	<p>It is clarified that delay in implementation of project due to reasons attributable to bank/ Force Majeure Conditions as mentioned in RFP will be taken into consideration. Successful bidder has to make a record of such incidents when the reason for delay in implementation is attributable to bank . Please refer Amendment - 6</p>
110.	8. SLA	8.ii	21	<p>If the bidder fails to rectify any adverse Impact on the banking operations cases due to implementation and migration activity with in 1 hour of occurrence of the issue, the bank shall levy penalty at the rate Rs 5Lkhs 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 resp quarter</p>	<p>Please add to this clause :- Rollback process and time taken for the rollback will be defined by the bidder / OEM before starting the migration activity . Rollback time or rectification time will be defined based on the complexity of the application and dependency.</p> <ul style="list-style-type: none"> - Exclusion : Any delay from bank's network/ application /server team to approve the rollback request / change request to fix the issue - Exclusion : any issues related product software defects / defects on 3rd party devices - Exclusion : Any environmental issues - Exclusion : Issue due to wrong information provided by the bank during network design and application migration phase - Exclusion : delay due to Covid19 related situation / lockdown / travel restriction - Minimum restoration time should be 1 Day 	<p>It is clarified that delay in implementation of project due to reasons attributable to bank/ Force Majeure Conditions as mentioned in RFP will be taken into consideration. Successful bidder has to make a record of such incidents when the reason for delay in implementation is attributable to bank . Please refer Amendment - 6</p>

111.	Section - IV 8.SLA	8.ii	21	<p>If the bidder fails to rectify any adverse Impact on the banking operations cases due to implementation and migration activity with in 1 hour of occurrence of the issue, the bank shall levy penalty at the rate Rs 5Lkhs 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 resp quarter</p>	<p>Please add to this clause :- Rollback process and time taken for the rollback will be defined by the bidder / OEM before starting the migration activity . Rollback time or rectification time will be defined based on the complexity of the application and dependency.</p> <ul style="list-style-type: none"> - Exclusion : Any delay from bank's network/ application /server team to approve the rollback request / change request to fix the issue - Exclusion : any issues related product software defects / defects on 3rd party devices - Exclusion : Any environmental issues - Exclusion : Issue due to wrong information provided by the bank during network design and application migration phase - Exclusion : delay due to Covid19 related situation / lockdown / travel restriction - Minimum restoration time should be 1 Day 	<p>It is clarified that delay in implementation of project due to reasons attributable to bank/ Force Majeure Conditions as mentioned in RFP will be taken into consideration. Successful bidder has to make a record of such incidents when the reason for delay in implementation is attributable to bank . Please refer Amendment - 6</p>
112.	Section - IV 8.SLA	8.ii	21	<p>If the successful bidder fails to rectify any adverse impact on the banking operations caused due to implementation / migration activity with in 1 hour of occurrence of the issue the bank will levy penalty at the rate of RS 500000/- 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.</p>	<p>Request to change If the successful bidder fails to rectify any adverse impact on the banking operations caused due to implementation / migration activity with in 4 hour of occurrence of the issue and the penalty at the rate of 50000/- Per day</p>	<p>Please refer Amendment - 6</p>

113.	Section - IV 8.SLA	8.ii	21	If the bidder fails to rectify any adverse Impact on the banking operations cases due to implementation and migration activity with in 1 hour of occurrence of the issue, the bank shall levy penalty at the rate Rs 5Lkhs 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 resp quarter	Please add to this clause :- Rollback process and time taken for the rollback will be defined by the bidder / OEM before starting the migration activity . Rollback time or rectification time will be defined based on the complexity of the application and dependency. - Exclusion : Any delay from bank's network/ application /server team to approve the rollback request / change request to fix the issue - Exclusion : any issues related product software defects / defects on 3rd party devices - Exclusion : Any environmental issues - Exclusion : Issue due to wrong information provided by the bank during network design and application migration phase - Exclusion : delay due to Covid19 related situation / lockdown / travel restriction - Minimum restoration time should be 1 Day	It is clarified that delay in implementation of project due to reasons attributable to bank/ Force Majeure Conditions as mentioned in RFP will be taken into consideration. Successful bidder has to make a record of such incidents when the reason for delay in implementation is attributable to bank . Please refer Amendment - 6
114.	Section - IV 8.SLA	8.ii	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 1 hour of occurrence of the issue, the bank shall levy penalty at the rate of Rs.5,00,0/- 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.	Please refer Amendment - 6
115.	Section - IV 8.SLA	8.ii	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 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 2.5% of the total migration charges payable for that respective quarter.	Please refer Amendment - 6 and 8

116.	Section - IV 8.SLA	8.ii	21	<p>If the bidder fails to rectify any adverse Impact on the banking operations cases due to implementation and migration activity with in 1 hour of occurrence of the issue, the bank shall levy penalty at the rate Rs 5Lkhs 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 resp quarter</p>	<p>Please add to this clause :- Rollback process and time taken for the rollback will be defined by the bidder / OEM before starting the migration activity . Rollback time or rectification time will be defined based on the complexity of the application and dependency.</p> <ul style="list-style-type: none"> - Exclusion : Any delay from bank's network/ application /server team to approve the rollback request / change request to fix the issue - Exclusion : any issues related product software defects / defects on 3rd party devices - Exclusion : Any environmental issues - Exclusion : Issue due to wrong information provided by the bank during network design and application migration phase - Exclusion : delay due to Covid19 related situation / lockdown / travel restriction - Minimum restoration time should be 1 Day 	<p>It is clarified that delay in implementation of project due to reasons attributable to bank/ Force Majeure Conditions as mentioned in RFP will be taken into consideration. Successful bidder has to make a record of such incidents when the reason for delay in implementation is attributable to bank . Please refer Amendment - 6</p>
117.	Section - IV 8.SLA	8.ii	21	<p>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.</p>	<p>Bidder is requesting to revisit the delievry timelines keeping epdemic condition into consideration</p>	<p>It is clarified that delay in implementation of project due to reasons attributable to bank/ Force Majeure Conditions as mentioned in RFP will be taken into consideration. Successful bidder has to make a record of such incidents when the reason for delay in implementation is attributable to bank . Please refer Amendment - 6</p>
118.	Section - IV 8.SLA	8.iii	21	<p>Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. For delay in migration of applications due to reasons attributable to successful bidder/OEM, bank shall levy the penalty of Rs.5,000/- per day per application and the total penalty will be pegged at 10% of the total migration charges payable</p>	<p>Request Bank to amend this clause as "Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. Application readiness & all dependancies towards the migration need to be the scope of the bank. This scope is limited to implementation & migration of this project which will done in 15 months of OEM services</p>	<p>No Change</p>



119.	Section - IV 8.SLA	8.iii	21	Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. For delay in migration of applications due to reasons attributable to successful bidder/OEM, bank shall levy the penalty of Rs.5,000/- per day per application and the total penalty will be pegged at 10% of the total migration charges payable	Request Bank to amend this clause as "Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. Application readiness & all dependencies towards the migration need to be the scope of the bank. This scope is limited to implementation & migration of this project which will done in 15 months of OEM services	No Change
120.	Section - IV 8.SLA	8.iii	21	Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. For delay in migration of applications due to reasons attributable to successful bidder/OEM, bank shall levy the penalty of Rs.5,000/- per day per application and the total penalty will be pegged at 10% of the total migration charges payable	Request Bank to amend this clause as "Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. Application readiness & all dependancies towards the migration need to be the scope of the bank. This scope is limited to implementation & migration of this project which will done in 15 months of OEM services	No Change
121.	Section - IV 8.SLA	8.iii	21	<ul style="list-style-type: none"> Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. For delay in migration of applications due to reasons attributable to successful bidder/OEM, bank shall levy the penalty of Rs.5,000/- per day per application and the total penalty will be pegged at 10% of the total migration charges payable. 	<p>Application migration is limited to Application Traffic Flow Configuration in SDN- ACI (Application Centric) Deployment.</p> <p>Any Application /Server related activity will be performed by the Bank or Bank existing Manage Services SI.</p>	It is clarified that Application migration is limited to Application Traffic Flow Configuration in SDN- ACI (Application Centric) Deployment. No Change.

122.	Section - IV 8.SLA	8.iii	21	Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. For delay in migration of applications due to reasons attributable to successful bidder/OEM, bank shall levy the penalty of Rs.5,000/- per day per application and the total penalty will be pegged at 10% of the total migration charges payable	Request Bank to amend this clause as "Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. Application readiness & all dependancies towards the migration need to be the scope of the bank. This scope is limited to implementation & migration of this project which will done in 15 months of OEM services	No Change
123.	Section - IV 8.SLA	8.iii	21	Bank will intimate 10 days in advance to OEM for migrating the application . Application migration should complete within mutually agreeable timelines depending on the criticality of the applications. For delay in migration of applications due to reasons attributable to bidder /OEM, bank will levy penalty of RS 5000/- per day per applications and the total penalty will be pegged at 10% of the total migration charges payable.	Request to change that Bank will intimate 10 days in advance to OEM for migrating the application . Application migration should complete within mutually agreeable timelines depending on the criticality of the applications. For delay in migration of applications due to reasons attributable to bidder /OEM, bank will levy penalty of RS 1000/- per day per applications and the total penalty will be pegged at 3% of the total migration charges payable.	No Change
124.	Section - IV 8.SLA	8.iii	21	Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. For delay in migration of applications due to reasons attributable to successful bidder/OEM, bank shall levy the penalty of Rs.5,000/- per day per application and the total penalty will be pegged at 10% of the total migration charges payable	Request Bank to amend this clause as "Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. Application readiness & all dependancies towards the migration need to be the scope of the bank. This scope is limited to implementation & migration of this project which will done in 15 months of OEM services	No Change

125.	Section - IV 8.SLA	8.iii	21	Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. For delay in migration of applications due to reasons attributable to successful bidder/OEM, bank shall levy the penalty of Rs.5,000/- per day per application and the total penalty will be pegged at 10% of the total migration charges payable	Request Bank to amend this clause as "Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. Application readiness & all dependancies towards the migration need to be the scope of the bank. This scope is limited to implementation & migration of this project which will done in 15 months of OEM services	No Change
126.	Section - IV 8.SLA	8.iii	21	Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. For delay in migration of applications due to reasons attributable to successful bidder/OEM, bank shall levy the penalty of Rs.5,000/- per day per application and the total penalty will be pegged at 10% of the total migration charges payable.	Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. For delay in migration of applications due to reasons attributable to successful bidder/OEM, bank shall levy the penalty of Rs.5,000/- per day per application and the total penalty will be pegged at 10% 2.5% of the total migration charges payable. Add : Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, the aggregate penalty including liquidated damages, that can be deducted in a month shall be restricted to a maximum of 2.5% of the service charges payable to the bidder for that month.	No Change
127.	Section - IV 8.SLA	8.iii	21	Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. For delay in migration of applications due to reasons attributable to successful bidder/OEM, bank shall levy the penalty of Rs.5,000/- per day per application and the total penalty will be pegged at 10% of the total migration charges payable	Request Bank to amend this clause as "Bank will intimate 10 days in advance to OEM for migrating the application. Application migration should complete within mutually agreeable timelines depending on the criticality of applications. Application readiness & all dependancies towards the migration need to be the scope of the bank. This scope is limited to implementation & migration of this project which will done in 15 months of OEM services	No Change



128.	Section - IV 8.SLA	8.iv	21	Health checkup and compliance services	<p>Please add to this clause :- Exclusion : Any delay from bank's network team provide network data for analysis or access to network devices</p> <p>- Exclusion : Delay from bank's side to confirm the audit schedule</p> <p>- Exclusion : delay due to Covid19 related situation / lockdown / travel restriction</p> <p>- Bank should give one month advance notice to OEM conduct the audit services</p>	It is clarified that delay in implementation of project due to reasons attributable to bank/ Force Majeure Conditions will be taken into consideration. Successful bidder has to make a record of such incidents when the reason for delay in implementation is attributable to bank . No Change
129.	Section - IV 8.SLA	8.iv	21	Health check and Compliance services for network devices has to be started within 6 months after the completion of migrating first production application on the new SDN powered DC network and has to be repeated for every 6 months from then. Any delay in health check and Compliance services for network devices will be charged at 10% of the cost payable towards Health check and compliance services for Network devices for 1 year per month or part thereof.	Request Bank to amend this clause as " Health check and Compliance services for network devices has to be started within 6 months after the completion of migrating first production application on the new SDN powered DC network and has to be repeated for every 6 months from then. Any delay in health check and Compliance services for network devices will be charged at max 5% of the cost payable towards Health check and compliance services for Network devices for 1 year per month or part thereof."	No Change
130.	Section - IV 9.Payment Terms:	9	22	<p>i) For Equipments: On delivery: 50% of cost of all the deliverables on delivery of Equipments.</p> <p>On Installation:30% of cost of all the deliverables on installation, configuration, testing (includes compliance of scope of work defined for Network Amalgamation, Data Centers ACI deployment services), and successful commissioning of all the deliverables along with after</p> <p>On Signoff: 20% of the cost of all the deliverables on successful signoff of the project.</p> <p>ii) For AMC Charges Payments for AMC Charges from 4th year to 5th year shall be paid half yearly in arrears on submission of invoice and documentary proof of renewal from OEM.</p>	<p>i) For Equipments: On delivery: 80% of cost of all the deliverables on delivery of Equipments.</p> <p>On Installation:10% of cost of all the deliverables on installation, configuration, testing (includes compliance of scope of work defined for Network Amalgamation, Data Centers ACI deployment services), and successful commissioning of all the deliverables along with after</p> <p>On Signoff: 10% of the cost of all the deliverables on successful signoff of the project.</p> <p>ii) For AMC Charges Payments for AMC Charges from 4th year to 5th year shall be paid Annual in Advance on submission of invoice and documentary proof of renewal from OEM.</p>	No Change



131.	Section - IV 9.Payment Terms:	9	22	Payment term clause as detailed in the tender	<p>Bidder wants to propose Billing terms for Products -upon delivery and Payment terms 100% within 30 days from date of invoice Implementation Upon Sign off & Payment terms 100% within 30 days from date of invoice AMC -Quarterly in advance -Payment terms 100% within 30 days from date of invoice</p> <p>Bidder wants to know if the payment will be made per site wise or will be released only after all sites are completed</p> <p>Bidder wants to know how many applications for migration are there and what is the migration period if it phase wise. Also how the payments will be made for each migration period / timelines</p>	Application count details will be shared to successful bidder. Regarding Application migration and billing details please refer commercial bid and scope of work mentioned in the RFP. Please refer Amendment - 9
132.	Section - IV 9.Payment Terms:	9	22	<p>On delivery: 50% of cost of all the deliverables on delivery of Equipment and upon submission of following documents to Indian Bank, Head Office, and Information Technology Department.</p> <p>On Installation:30% of cost of all the deliverables on installation, configuration, testing (includes compliance of scope of work defined for Network Amalgamation, Data Centers ACI deployment services), and successful commissioning of all the deliverables along with after</p> <p>On Signoff: 20% of the cost of all the deliverables on successful signoff of the project.</p>	<p>Product : On delivery : 90% on product delivery Sign-off : 10% on BG On Installation : Milestone based payments of below activities 100% after completion - General Implementation services of Bidder ,General Implementation of OEM , SDN Deployment ,Network Amalgamation. Quarterly in advance within 30 days from the date of invoicefor Migration Services (Including Technical Merger related activities) and Annually in advance within 30 days from the date of invoice for Health check and compliance services for Network devices.</p>	No Change

133.	Section - IV 9.Payment Terms:	9	22	Payment will be processed within 30 days from the date of submission of necessary documents/reports.	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 Bank and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. Any dispute regarding the invoice will be communicated to the selected bidder within 10 days from the date of receipt of the invoice else the invoice is deemed to have been accepted by the bank.	No Change
134.	Section - IV 9.Payment Terms:	9	22	Payment Term Clause detailed in the tender	For equipment – 100% payment should be made on delivery.	No Change
135.	Section - IV 8.SLA	8.iv	22	If the bank suffers an actual loss (which can be quantified) owing to unreasonable default/deficiency in the service rendered by successful bidder, then bank may claim liquidated damages for breach of contract to maintain agreed service delivery conditions.	Request to please cap this at 5% of the quartelry invoice value.	No Change
136.	Section - IV 8. SLA	8.iv	22	Healthcheckup and compliance services	Please add to this clause :- - Exclusion : Any delay from bank's network team provide network data for analysis or access to network devices - Exclusion : Delay from bank's side to confirm the audit schedule - Exclusion : delay due to Covid19 related situation / lockdown / travel restriction - Bank should give one month advance notice to OEM conduct the audit services	It is clarified that delay in implementation of project due to reasons attributable to bank/ Force Majeure Conditions will be taken into consideration. Successful bidder has to make a record of such incidents when the reason for delay in implementation is attributable to bank. No Change

137.	Section - IV 8.SLA	8.iv	22	Health check and Complianceservices for network devices has to be started within 6 months after the completion of migrating first production application on the new SDN powered DC network and has to be repeated for every 6 months from then. Any delay in health check and Compliance services for network devices will be charged at 10% of the cost payable towards Health check and compliance services for Network devices for 1 year per month or part thereof.	Health check and Complianceservices for network devices has to be started within 6 months after the completion of migrating first production application on the new SDN powered DC network and has to be repeated for every 6 months from then. Any delay in health check and Compliance services for network devices will be charged at <u>0.5%</u> of the cost payable towards Health check and compliance services for Network devices for 1 year per month or part thereof <u>maximum upto 2.5% of such cost.</u> <u>Add</u> : Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, the aggregate penalty including liquidated damages, that can be deducted in a month shall be restricted to a maximum of 2.5% of the service charges payable to the bidder for that month.	No Change
138.	Section - IV 8.SLA	8.iv	22	Healthcheckup and compliance services	Please add to this clause :- - Exclusion : Any delay from bank's network team provide network data for analysis or access to network devices - Exclusion : Delay from bank's side to confirm the audit schedule - Exclusion : delay due to Covid19 related situation / lockdown / travel restriction - Bank should give one month advance notice to OEM conduct the audit services	It is clarified that delay in implementation of project due to reasons attributable to bank/ Force Majeure Conditions will be taken into consideration. Successful bidder has to make a record of such incidents when the reason for delay in implementation is attributable to bank. No Change
139.	Section - IV 8.SLA	8.v	22	If the bank suffers an actual loss (which can be quantified) owing to unreasonable default/deficiency in the service rendered by successful bidder, then bank may claim liquidated damages for breach of contract to maintain agreed service delivery conditions.	Please change the liquidated damage to 7% instead of 10%.	No Change

140.	Section - IV 8.SLA	8.v	22	If the bank suffers an actual loss (which can be quantified) owing to unreasonable default/deficiency in the service rendered by successful bidder, then bank may claim liquidated damages for breach of contract to maintain agreed service delivery conditions.	If the bank suffers an actual loss (which can be quantified) owing to unreasonable default/deficiency in the service rendered by successful bidder, then bank may claim liquidated damages for breach of contract to maintain agreed service delivery conditions. <u>Add</u> : Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, the aggregate penalty including liquidated damages, that can be deducted in a month shall be restricted to a maximum of 2.5% of the service charges payable to the bidder for that month.	No Change
141.	Section - IV 9.Payment Terms:	9.i	22	i) For Equipments:On delivery: 50% of cost of all the deliverables on delivery of Equipment's and upon submission of following documents to Indian Bank, Head Office, and Information Technology Department.	Request to please amend the payment terms to: 70% on Delivery, 20% on installation and 10% on successful commissioning.	No Change
142.	Section - IV 9.Payment Terms:	9.i	22	Payment terms for delivery for equipment delivery 50 % ,30 % installation and 20 % on project sign off	we request you to amend as Payment terms on equipment delivery 80 % and installation/project sign off 20 %	No Change
143.	Section - IV 9.Payment Terms:	9.i	22	On delivery - 50% of cost On Installation:30% of cost On Signoff: 20% of the cost	Request to change to On delivery - 70% of cost On Installation:20% of cost On Signoff: 10% of the cost	No Change
144.	Section - IV 9.Payment Terms:	9.i	22	On delivery, 50%, On install 30%, on Signoff 20%	We request the bank to amend this as 70% on delivery, 25% on install and 5% on signoff.	No Change
145.	Section - IV 9.Payment Terms:	9.i	22	On Installation:30% of cost On Signoff: 20% of the cost	Request you to change "Installation and sign off payment is not linked to application migration which will be done in phases as per mutual agreement of bank, bidder and OEM"	No Change
146.	Section - IV 9.Payment Terms:	9.i	22	On delivery: 50% of cost of all the deliverables on delivery of Equipment and upon submission of following documents to Indian Bank, Head Office, and Information Technology Department	Request Bank to amend the clause as "On delivery: 90% of cost of all the deliverables on delivery of Equipment and upon submission of documents to Indian Bank, Head Office, and Information Technology Department"	No Change

147.	Section - IV 9.Payment Terms:	9.i	22	On Installation:30% of cost of all the deliverables on installation, configuration, testing (includes compliance of scope of work defined for Network Amalgamation, Data Centers ACI deployment services), and successful commissioning of all the deliverables	Request Bank for Amend the clause as On Installation:5% of cost of all the deliverables on installation, configuration, testing (includes compliance of scope of work defined for Network Amalgamation, Data Centers ACI deployment services), and successful commissioning of all the deliverables	No change
148.	Section - IV 9.Payment Terms:	9.i	22	On Signoff: 20% of the cost of all the deliverables on successful signoff of the project	Request Bank to amend the clause as. On Signoff: 5% of the cost of all the deliverables on successful signoff of the project	No Change
149.	Section - IV 9.Payment Terms:	9.i	22	i) For Equipments: On delivery: 50% of cost of all the deliverables on delivery of Equipment and upon submission of following documents to Indian Bank	i) For Equipments: On delivery: 70% of cost of all the deliverables on delivery of Equipment and upon submission of following documents to Indian Bank	No change
150.	Section - IV 9.Payment Terms:	9.i	22	On Installation: 30% of cost of all the deliverables on installation, configuration, testing (includes compliance of scope of work defined for Network Amalgamation, Data Centers ACI deployment services), and successful commissioning of all the deliverables along with after	On Installation: 20% of cost of all the deliverables on installation, configuration, testing (includes compliance of scope of work defined for Network Amalgamation, Data Centers ACI deployment services), and successful commissioning of all the deliverables along with after	No change
151.	Section - IV 9.Payment Terms:	9.i	22	On Signoff: 20% of the cost of all the deliverables on successful signoff of the project.	On Signoff:10% of the cost of all the deliverables on successful signoff of the project.	No Change
152.	Section - IV 9.Payment Terms:	9.ii	22	ii) For AMC Charges Payments for AMC Charges from 4thyear to 5th year shall be paid half yearly in arrears on submission of invoice and documentary proof of renewal from OEM.	Bidder requests customer to support by providing the AMC charges in advance.	No change
153.	Section - IV 9.Payment Terms:	9.ii	22	ii) For AMC Charges Payments for AMC Charges from 4thyear to 5th year shall be paid half yearly in arrears on submission of invoice and documentary proof of renewal from OEM.	Request to pelase change the payment terms to quarterly in advance.	No change
154.	Section - IV 9.Payment Terms:	9.ii	22	Payments for AMC Charges from 4thyear to 5th year shall be paid half yearly in arrears on submission of invoice and documentary proof of renewal from OEM. lii	We request Bank to revise the payment term from half yearly in arrears to Annual advance, if requiried with ABG	No change



155.	Section - IV 9.Payment Terms:	9.ii	22	Payments for AMC charges from 4th Year to 5th Year shall be paid Half yearly in arrears on submission of invoice and documentary proof of renewal from OEM	Request to change the Payments for AMC charges from 4th Year to 5th Year shall be paid Yearly in advance on submission of invoice and documentary proof of renewal from OEM	No change
156.	Section - IV 9.Payment Terms:	9.ii	22	Payments for AMC charges from 4th Year to 5th Year shall be paid Half yearly in arrears on submission of invoice and documentary proof of renewal from OEM	Request to change the Payments for AMC charges from 4th Year to 5th Year shall be paid Yearly in advance on submission of invoice and documentary proof of renewal from OEM	No change
157.	Section - IV 9.Payment Terms:	9.ii	22	Payments for AMC Charges from 4thyear to 5th year shall be paid half yearly in arrears on submission of invoice and documentary proof of renewal from OEM.	Request bank to amend this clause as "Payments for AMC Charges from 4thyear to 5th year shall be paid annually in advance on submission of invoice and documentary proof of renewal from OEM.	No change
158.	Section - IV 9.Payment Terms:	9.ii	22	Payments for AMC Charges from 4thyear to 5th year shall be paid half yearly in arrears on submission of invoice and documentary proof of renewal from OEM.	Payment for AMC charges from 4 th year & 5 th year shall be paid yearly in advance.	No change
159.	Section - IV 9.Payment Terms:	9.ii	22	ii) For AMC Charges Payments for AMC Charges from 4thyear to 5th year shall be paid half yearly in arrears on submission of invoice and documentary proof of renewal from OEM.	ii) For AMC Charges Payments for AMC Charges from 4thyear to 5th year shall be paid quarterly in advance on submission of invoice and documentary proof of renewal from OEM.	No change
160.	Section - IV 9.Payment Terms:	9.iii	22	Healthcheckup and compliance services	Please add to this clause : - - Exclusion : Any delay from bank's network team provide network data for analysis or access to network devices - Exclusion : Delay from bank's side to confirm the audit schedule - Exclusion : delay due to Covid19 related situation / lockdown / travel restriction - Bank should give one month advance notice to OEM conduct the audit services	It is clarified that delay in implementation of project due to reasons attributable to bank/ Force Majeure Conditions will be taken into consideration. Successful bidder has to make a record of such incidents when the reason for delay in implementation is attributable to bank. No Change

161.	Section - IV 9.Payment Terms:	9.iii	22	iii) For Services · Migration Services payment will start after completing the successful migration of 1st application and payment will be made quarterly in arrears on submission of the reports stating the progress made in the respective quarter. · Payment for Health check and compliance services for Network devices will be made in half yearly in arrears on submission of health checkand compliance report.	Request to pelase change the payment terms to quarterly in advance.	No change
162.	Section - IV 9.Payment Terms:	9.iii.1	22	Migration Services payment will start after completing the successful migration of 1st application and payment will be made quarterly in arrears on submission of the reports stating the progress made in the respective quarter.	Request bank to amend this clause as "Migration Services payment will start after completing the successful migration of 1st application and payment will be made half yearly in advance."	No change
163.	Section - IV 9.Payment Terms:	9.iii.1	22	Migration Services payment will start after completing the successful migration of 1st application and payment will be made quarterly in arrears on submission of the reports stating the progress made in the respective quarter.	Request bank to amend this clause as "Migration Services payment will start after completing the successful migration of 1st application and payment will be made half yearly in advance."	No change
164.	Section - IV 9.Payment Terms:	9.iii.1	22	Migration Services payment will start after completing the successful migration of 1st application and payment will be made quarterly in arrears on submission of the reports stating the progress made in the respective quarter.	Request bank to amend this clause as "Migration Services payment will start after completing the successful migration of 1st application and payment will be made half yearly in advance."	No change
165.	Section - IV 9.Payment Terms:	9.iii.1	22	Migration Services payment will start after completing the successful migration of 1st application and payment will be made quarterly in arrears on submission of the reports stating the progress made in the respective quarter.	Request bank to amend this clause as "Migration Services payment will start after completing the successful migration of 1st application and payment will be made half yearly in advance."	No change

166.	Section - IV 9.Payment Terms:	9.iii.1	22	Migration Services payment will start after completing the successful migration of 1st application and payment will be made quarterly in arrears on submission of the reports stating the progress made in the respective quarter.	Request bank to amend this clause as "Migration Services payment will start after completing the successful migration of 1st application and payment will be made half yearly in advance."	No change
167.	Section - IV 9.Payment Terms:	9.iii.1	22	Migration Services payment will start after completing the successful migration of 1st application and payment will be made quarterly in arrears on submission of the reports stating the progress made in the respective quarter.	Request bank to amend this clause as "Migration Services payment will start after completing the successful migration of 1st application and payment will be made half yearly in advance."	No change
168.	Section - IV 9.Payment Terms:	9.iii.1	22	<ul style="list-style-type: none"> Migration Services payment will start after completing the successful migration of 1st application and payment will be made quarterly in arrears on submission of the reports stating the progress made in the respective quarter. Payment for Health check and compliance services for Network devices will be made in half yearly in arrears on submission of health check and compliance report. 	Migration services – payment will be made as per payment OEM payment terms with the bidder Payment for Health check and compliance services for as per payment OEM payment terms with the bidder Or Advance payment for the services.	No change
169.	Section - IV 9.Payment Terms:	9.iii.1	22	Migration Services payment will start after completing the successful migration of 1st application and payment will be made quarterly in arrears on submission of the reports stating the progress made in the respective quarter.	Request bank to amend this clause as "Migration Services payment will start after completing the successful migration of 1st application and payment will be made half yearly in advance."	No change
170.	Section - IV 9.Payment Terms:	9.iii.2	22	Payment for Health check and compliance services for Network devices will be made in half yearly in arrears on submission of health check and compliance report.	Request Bank to amend this clause as "Payment for Health check and compliance services for Network devices will be made in half yearly in advance."	No change
171.	Section - IV 9.Payment Terms:	9.iii.2	22	Payment for Health check and compliance services for Network devices will be made in half yearly in arrears on submission of health check and compliance report.	Request Bank to amend this clause as "Payment for Health check and compliance services for Network devices will be made in half yearly in advance."	No change
172.	Section - IV 9.Payment Terms:	9.iii.2	22	Payment for Health check and compliance services for Network devices will be made in half yearly in arrears on submission of health check and compliance report.	Request Bank to amend this clause as "Payment for Health check and compliance services for Network devices will be made in half yearly in advance."	No change



173.	Section - IV 9.Payment Terms:	9.iii.2	22	Health check and Complianceservices for network devices has to be started within 6 months after the completion of migrating first production application on the new SDN powered DC network and has to be repeated for every 6 months from then. Any delay in health check and Compliance services for network devices will be charged at 10% of the cost payable towards Health check and compliance services for Network devices for 1 year per month or part thereof	Is this to be done by OEM or left to Bidders discretion	It is clarified that Migration & Health Checkup activities has to be carried out by OEM, Successful bidder has to co-ordinate for same. For further Clarification please refer Scope of Work in RFP Page no: 33 - 41. No change
174.	Section - IV 9.Payment Terms:	9.iii.2	22	Payment for Health check and compliance services for Network devices will be made in half yearly in arrears on submission of health checkand compliance report.	Request this to be made annual in advance, as b2b with OEM is annual advance	No Change
175.	Section - IV 9.Payment Terms:	9.iii.2	22	Payment for Health check and compliance services for Network devices will be made in half yearly in arrears on submission of health check and compliance report.	Request Bank to amend this clause as "Payment for Health check and compliance services for Network devices will be made in half yearly in advance.	No Change
176.	Section - IV 9.Payment Terms:	9.iii.2	22	Payment for Health check and compliance services for Network devices will be made in half yearly in arrears on submission of health check and compliance report.	Request Bank to amend this clause as "Payment for Health check and compliance services for Network devices will be made in half yearly in advance.	No Change
177.	Section - IV 9.Payment Terms:	9.iii.2	22	Healthcheckup and compliance services	Please add to this clause :- Exclusion : Any delay from bank's network team provide network data for analysis or access to network devices - Exclusion : Delay from bank's side to confirm the audit schedule - Exclusion : delay due to Covid19 related situation / lockdown / travel restriction - Bank should give one month advance notice to OEM conduct the audit services	It is clarified that delay in implementation of project due to reasons attributable to bank/ Force Majeure Conditions will be taken into consideration. Successful bidder has to make a record of such incidents when the reason for delay in implementation is attributable to bank. No Change
178.	Section - IV 9.Payment Terms:	9.iii.2	22	Payment for Health check and compliance services for Network devices will be made in half yearly in arrears on submission of health check and compliance report.	Request Bank to amend this clause as "Payment for Health check and compliance services for Network devices will be made in half yearly in advance.	No Change

179.	9. Payment Terms:iii) For Services	9.iii.2	22	Payment for Health check and compliance services for Network devices will be made in half yearly in arrears on submission of health check and compliance report.	Request Bank to amend this clause as "Payment for Health check and compliance services for Network devices will be made in half yearly in advance.	No Change
180.	Section - IV 9.Payment Terms:	9.iv	22	Buyback price quoted will be deducted from the delivery payment of equipments.	Since the Total Contract Value as per the Bid Format already considers the deduction of Buy back Value, hope the same cannot be deducted during the Delivery payment. Need Clarity on this Point.	It is clarified that successful bidder has to submit the breakup for the price quoted in reverse auction in the format of Commercial bid of RFP. Price quoted as Buyback price will be deducted during the signoff payment. Please refer Amendment - 9.
181.	Section - IV 9.Payment Terms:	9.iv	22	Buyback price quoted will be deducted from the delivery payment of equipments.	Need the BoQ for which the buy back is required	Please refer Annexure - XVIII in RFP and Amendment - 9
182.	Section - IV 9.Payment Terms	9.iv	22	Buyback price quoted will be deducted from the delivery payment of equipments.	Bidder wants to clarify no buyback is applicable for the case	It is clarified that successful bidder has to submit the breakup for the price quoted in reverse auction in the format of Commercial bid of RFP. Price quoted as Buyback price will be deducted during the signoff payment. Please refer Amendment - 9.
183.	Section - IV 9.Payment Terms:	9.iv	22	Buyback price quoted will be deducted from the delivery payment of equipments.	Buyback is not acceptable. Request more details / clarity on this clause.	It is clarified that successful bidder has to submit the breakup for the price quoted in reverse auction in the format of Commercial bid of RFP. Price quoted as Buyback price will be deducted during the signoff payment. Please refer Amendment - 9.

184.	Section - IV 10.Liquidated Damages	10	23	<p>If the Supplier fails to deliver any or all of the Goods or to perform the Installation Services within the period(s) specified in this order, for reasons solely attributable to the Supplier, the Purchaser shall, deduct from the relevant order price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Installation Services or a sum equivalent to 0.5% of the Total PO Value if the installation and making the system up and running is not possible due to delayed item for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the price of the delayed Goods or Total PO Value as the case may be. Once the maximum is reached, the Purchaser may consider termination of this order.</p>	<p>As customer is aware about the COVID-19 Lockdown, Bidder seek support from customer to be exempted from the LD due to delay in delivery of the devices under Force Majeure.</p>	<p>It is clarified that delay in implementation of project due to Force Majeure Conditions as detailed in the RFP will be taken into consideration.</p>
185.	Section - IV 10. Liquidated Damages	10	23	<p>If the Supplier fails to deliver any or all of the Goods or to perform the Installation Services within the period(s) specified in this order, for reasons solely attributable to the Supplier, the</p> <p>Purchaser shall, deduct from the relevant order price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Installation Services or a sum equivalent to 0.5% of the Total PO Value if the installation and making the system up and running is not possible due to delayed item for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the price of the delayed Goods or Total PO Value as the case may be. Once the maximum is reached, the Purchaser may consider termination of this order.</p>	<p>Bidder wants to clarity on PO value does this include supply value + 3 Yrs Warranty + Installation value?</p> <p>Also SLA penalty be again charges on the Equipment Plus warranty value.</p> <p>Team to please note and propose deviation aggregate capping for LD & Penalty to be 10% of TCV</p>	<p>PO value is the contract price for which the Purchase Order will be issued.</p> <p>As, the cost of the equipment includes warranty for three years, the SLA penalty will be applicable on the Equipment price (which includes warranty) quoted in Commercial Bid</p> <p>Liquidated Damages has been already capped at 10% of the Total value.</p> <p>Additionally, for capping of penalty on SLA, please refer Amendment no. 8 in Amendment Corrigendum.</p>



186.	Section IV 10.Liquidated damages	10	23	Liquidated Damages	Please note that notwithstanding anything stated to the contrary, the aggregate of all penalties and liquidated damages under this contract shall not exceed 10% of the Total Contract Value. Such penalty shall constitute the Bank's sole and exclusive remedy against the Supplier for such defect/delay.	Please refer amendment -7 and 8
187.	Section - IV 10.Liquidated Damages	10	23	If the Supplier fails to deliver any or all of the Goods or to perform the Installation Services within the period(s) specified in this order, for reasons solely attributable to the Supplier, the Purchaser shall, deduct from the relevant order price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Installation Services or a sum equivalent to 0.5% of the Total PO Value if the installation and making the system up and running is not possible due to delayed item for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the price of the delayed Goods or Total PO Value as the case may be. Once the maximum is reached, the Purchaser may consider termination of this order.	If the Supplier fails to deliver any or all of the Goods or to perform the Installation Services within the period(s) specified in this order, for reasons solely attributable to the Supplier, the Purchaser shall, deduct from the relevant order price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Installation Services or a sum equivalent to 0.5% of the Total PO Value if the installation and making the system up and running is not possible due to delayed item for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 5% of the price of the delayed Goods or Total PO Value as the case may be. Once the maximum is reached, the Purchaser may consider termination of this order. In case of termination, bank to clear all the pending payments pertaining to the project.	Please refer amendment -7 and 8

188.	Section - IV 10.Liquidated Damages	10	23	If the Supplier fails to deliver any or all of the Goods or to perform the Installation Services within the period(s) specified in this order, for reasons solely attributable to the Supplier, the Purchaser shall, deduct from the relevant order price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Installation Services or a sum equivalent to 0.5% of the Total PO Value if the installation and making the system up and running is not possible due to delayed item for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the price of the delayed Goods or Total PO Value as the case may be. Once the maximum is reached, the Purchaser may consider termination of this order.	The overall penalty and LD under all the provisions of the Contract shall not exceed 10% of contract value.	Please refer amendment -7 and 8
189.	Section - IV 10.Liquidated Damages	10	23	If the Supplier fails to deliver any or all of the Goods or to perform the Installation Services within the period(s) specified in this order, for reasons solely attributable to the Supplier, the Purchaser shall, deduct from the relevant order price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Installation Services or a sum equivalent to 0.5% of the Total PO Value if the installation and making the system up and running is not possible due to delayed item for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the price of the delayed Goods or Total PO Value as the case may be. Once the maximum is reached, the Purchaser may consider termination of this order.	If the Supplier fails to deliver any or all of the Goods or to perform the Installation Services within the period(s) specified in this order, for reasons solely attributable to the Supplier, the Purchaser shall, deduct from the relevant order price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Installation Services or a sum equivalent to 0.5% of the Total PO Value if the installation and making the system up and running is not possible due to delayed item for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% 2.5% of the price of the delayed Goods or Total PO Value as the case may be. Once the maximum is reached, the Purchaser may consider termination of this order.	Please refer Amendment - 7



190.	Section IV, 11.Termination for default	11	23	Termination for Default	Bidder requests for the deletion of the current clause and requests the following to be inserted instead: "Either party may terminate the contract, with thirty days prior written notice, if the other party has committed a material breach of the contract and if such breach has not been cured during the notice period. The Bank shall pay the successful bidder for all products and services provided up to the effective date of termination. The Bank will pay charges for services provided through the effective date of termination. Further, Bank will meet all minimum commitments and pay termination or adjustment charges specified in the SOW and any additional costs the Bidder reasonably incurs because of early termination, such as costs relating to subcontracts or relocation. The Bidder will take reasonable steps to mitigate any such additional costs."	No Change
191.	Section - IV 11.Termination for Default	11	23	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 Successful bidder shall be liable to the Bank for 5% of the excess costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.	Kindly remove the liability of 5% excess costs, as this is not acceptable. Further termination shall not affect our rights already accrued under the contract for payment of Goods or Services already provided.	No Change

192.	Section - IV 11.Termination for Default	11	23	Termination for Default	<p>11.1 The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Successful bidder, may terminate this Contract in whole or in part: a. if the Successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure; or b. if the Successful bidder fails to perform any other material obligation(s) under the Contract provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure. c. If the Successful bidder, in the judgement of the Bank has engaged in corrupt or fraudulent practices or unethical practices in competing for or in executing the Contract. Prior to providing a written notice of termination to the Selected Bidder, Bank shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period. 11.2 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 Successful bidder shall be liable to the Bank for 5% of the excess costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated</p>	No Change
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193.	Section - IV 11.Termination for Default	11.2	23	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 Successful bidder shall be liable to the Bank for 5% of the excess costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated	Bidder requests for deletion of the given clause	No Change
194.	Termination for Default	11.2	23	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 Successful bidder shall be liable to the Bank for 5% of the excess costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.	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 Successful bidder shall be liable to the Bank for 5% of the excess costs for the such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated. <u>Add</u> : Either Party shall have the right to terminate this Agreement at any time in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days. In the event of any termination of the Contract, the Bank shall pay the bidder for Goods or Services delivered till the date of termination.	No Change
195.	Section IV 12.Force Majeure	12	23	Force Majeure	Please note the definition of "Force Majeure" shall also include COVID-19, acts of the Government, including any restrictions or regulations imposed by the government or any other act which results in the successful bidder not being able to comply with any of its obligations under the contract. However, the Bank's monetary obligations shall not be suspended during any Force Majeure event.	It is clarified that delay in implementation of project due to Force Majeure Conditions as detailed in the RFP will be taken into consideration.



196.	Section - IV 12. Force Majeure	12	23	12.3 If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	12.3 If a Force Majeure situation arises, the Successful bidder shall notify the Bank within 7 days in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case the time for performance shall be extended by a period(s) not less than the duration of such delay. If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Bidder shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.	No Change
197.	Termination for Default		23	Termination for Default	In the event of this agreement being terminated, the Bank shall be liable to make payments of all the amount due under this agreement for which services have been rendered by the Bidder to the Bank till the date of termination. Bidder shall also have the right to terminate the agreement if the Bank commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same within 30 days provided for curing such breach.	No Change

198.	Section - IV 13.Termination for Convenience	13	24	<p>13. Termination for Convenience</p> <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> <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>	In case of "Termination by Convenience" Customer should pay for the remaining period as per the contract as Early termination charges.	Please refer Amendment - 10
199.	Section - IV 13.Termination for Convenience	13	24	Termination for Convenience	Bidder requests for the deletion of the clause.	The clause will continue. Please refer Amendment - 10
200.	Section - IV 13.Termination for Convenience	13	24	Bank will pay for the services availed till the date of termination on submission of invoices and documents	We request the bank to confirm that any additional quantities procured / goods in transit / Placed with OEM will also be a part of Termination fees.	It is clarified that, Bank will pay for the services availed and additional quantities delivered till the date of termination on submission of invoices and documents. Please refer Amendment -10

201.	Section - IV 13.Termination for Convenience	13	24	<p>13. Termination for Convenience (a) Either party, by 90 days written notice, may terminate the Contract, in whole or in part, at any time for its convenience. (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. (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 ii. To cancel the remainder and pay to the Successful bidder an agreed amount for partially completed Services.</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: (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 refer Amendment - 10
202.	Section IV 14.Settlement of Disputes	14	24	Settlement of Disputes	<p>Please note that if the 2 appointed arbitrators fail to appoint the third presiding arbitrator, then both the parties shall mutually appoint the third presiding arbitrator. Further, if one party fails to appoint the arbitrator within 30 days, then both the parties shall mutually appoint such arbitrator. Also, we request for the deletion of section 14 (c) (vii). Further, under section 14 (d), the parties shall only continue to provide that services, if mutually agreed, which is not a subject matter of arbitration. However, Bank's monetary obligations shall not be suspended during such arbitration.</p>	No Change

203.	Section - IV 14.Settlement of Disputes	14	24	iii. In case of dispute or difference arising between the Bank and the Successful bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Successful bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties.	In case of dispute or difference arising between the Bank and the Successful bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Successful bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days for the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the High Court of concerned jurisdiction.	No Change
204.	Section - IV 14.Settlement of Disputes	14	24	iv. If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.	If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the High Court of concerned jurisdiction shall appoint the Arbitrator.	No Change

205.	Section - IV 14.Settlement of Disputes	14	24	Additional Clause	In no event Service Provider shall be liable, whether in contract, tort, or otherwise, for any special, punitive, indirect, speculative, exemplary, consequential, or incidental losses, damages, claims, liabilities, charges, costs, expenses or injuries, including, without limitation, loss of use, data, profits, revenues, business and for any claims of customers of the Bank or other third parties claiming through the Bank arising under or in connection with this Agreement even if such Party has been advised in advance of their possibility.	No Change
206.	Section - IV 14.Settlement of Disputes	14	24	Additional Clause	Service Provider 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 the Bank or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank, then Service Provider 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 Service Provider is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank. Such failures or delays shall be brought to the notice of the Bank and subject to mutual agreement with the Bank, then Service Provider shall take such actions as may be necessary to correct or remedy the failures or delays. Service Provider shall be entitled to invoice the Bank for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.	No Change



207.	Section - IV 15.Limitation of Liability	15	25	Successful Bidder's aggregate liability under the contract shall be limited to a maximum of 50% of the contract value.	Successful Bidder's aggregate liability under the contract shall be limited to a maximum of 10% of the contract value.	No Change
208.	Section - IV 15.Limitation of Liability	15	25	Limitation of Liability	Please note that the Bidder's aggregate liability under the contract will not exceed the amount of any actual direct damages incurred by Bank up to the amounts paid for the product or service that is the subject of the claim, regardless of the basis of the claim. The exception to this clause shall only be any copyright or patent infringement by the IBM Product. Further, the Bidder will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings, even if informed of the possibility.	No Change
209.	Section - IV 15.Limitation of Liability	15	25	Limitation of Liability clause detailed in the tender	Kindly include the below in the clause: Neither party 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. Further kindly confirm that 3rd IPR Infringement claim arising out of Bidder provided services only.	No Change
210.	Section - IV 15.Limitation of Liability	15	25	Limitation of Liability clause detailed in the tender	Successful Bidder's aggregate liability under the contract shall be limited to a maximum of 1% of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the Successful Bidder that gave rise to claim, under this tender. This limit shall not apply to third party claims for a) IP Infringement indemnity b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor's gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.	No Change



211.	Section - IV 15.Limitation of Liability	15	25	Limitation of Liability clause detailed in the tender	Successful Bidder's aggregate liability under the contract shall be limited to a maximum of 50% of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the Successful Bidder that gave rise to claim, under this tender. This limit shall not apply to third party claims for a) IP Infringement indemnity b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor's gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor. <u>Add</u> : Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through the bidder) that may arise out of or result from this Agreement.	No Change
212.	Section - IV 16. Exit Clause	16	25	In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Successful bidder shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services. Self-Declaration to this effect should be submitted along with the bid .	Bidder wants to know the termination Assistance period applicable and how the Bidder will be paid for such assistance services	It is clarified that bank will not make any payment for assistance services but bank will make payment for the successful bidder for the services availed as per RFP payment terms till the last date of rendering such assistant services. No Change

213.	Section - IV 18.Coverage of all Banks Under The EPF & MP Act 1952	18	26	Coverage of all Banks under EPF and MP Act, 1952	Bidder requests for the deletion of the clause.	No Change
214.	Section - IV 18.Coverage of all Banks Under The EPF & MP Act 1952	18	26	The Successful bidder has to submit attendance, salary, appointment letters etc. Of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952.	If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF Challan with the ECR should be submitted.	No Change
215.	Section IV, point 19 and point 26	19	26	Patent Rights and Indemnity Clause	Please note that the Bidder shall indemnify the Bank for any third party claims by paying any court awarded damages for patent or copyright infringement of the Bidder's software, provided that it is unmodified by the Bank and/or its personnel and representatives and provided that the Bank promptly (i) notifies the Bidder in writing of the claim, (ii) supplies information requested by the Bidder and (iii) allows the Bidder to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.	Point noted and accepted

216.	Section - IV 19. Patent Rights	19	26	Additional Clause	Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material; (iii) modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder ; or (v) use of a superseded release of some or all of the Deliverables or Bank's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder .	No Change
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217.	Section - IV 19. Patent Rights	19	26	Additional Clause	In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option: (i) procure for Bank the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights.	No Change
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218.	Section - IV 19.Patent Rights	19	26	Additional Clause	Bank shall not be entitled to seek any indemnification from the bidder unless Bank provides the bidder with (i) prompt written notice of any claim, demand or action for which Bank is seeking or may seek indemnification hereunder and gives the bidder the right to have sole control over the defense and settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with the bidder in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the bidder, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing.	No Change
219.	Section - IV 20.Change Orders	20	26	As per RFP	<u>Add:</u> In the absence of a signed Change Order, the bidder shall not be bound to perform any additional services.	No Change
220.	Section - IV 22.Bank's Right to Vary Quantities at Time of Award	22	26	22. Bank's Right to Vary Quantities at Time of Award The 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. If Bank decides to place "Repeat Order", the same shall be placed by the Bank within 6 months from the date of Purchase Order.	In case of any repeat order / or excess qtys, the rates will have to be mutually discussed and agreed.	It is clarified that if bank places order for additional quantities, same has to be supplied at the same price quoted in Commercial bid. Please refer Amendment -2

221.	Section - IV 22.Bank's Right to Vary Quantities at Time of Award	22	26	The 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. If Bank decides to place "Repeat Order", the same shall be placed by the Bank within 6 months from the date of Purchase Order .	Bidder wants to know that Variation will be applicable only during time of award and not beyond that	Please refer Amendment - 2
222.	Section - IV 22.Bank's Right to Vary Quantities at Time of Award	22	26	The 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. If Bank decides to place "Repeat Order", the same shall be placed by the Bank within 6 months from the date of Purchase Order.	The 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. If Bank decides to place "Repeat Order", the same shall be placed by the Bank within 6 months from the date of Purchase Order. In case of increase in quantities, the delivery period shall accordingly be increased. The Bank shall make the payment for the increased quantities. The Bank shall not be entitled to reduce the quantities after issuance of the purchase order.	Please refer Amendment - 2
223.	Section - IV 22.Bank's Right to Vary Quantities at Time of Award	22	26	The 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. If Bank decides to place "Repeat Order", the same shall be placed by the Bank within 6 months from the date of Purchase Order.	The Bank reserves the right to increase or decrease the quantities mentioned in the bidding document up to an extent of 25% 5% of quantity mentioned in the bid without any change in unit price and other terms and conditions. If Bank decides to place "Repeat Order", the same shall be placed by the Bank within 6 months from the date of Purchase Order.	Please refer Amendment - 2
224.	Section IV 24:IT Act 2000	24	27	IT Act 2000 and subsequent amendments	Bidder requests for the deletion of the clause.	No Change
225.	Section IV 25.Integrity Pact	25	27	Adoption of Integrity Pact	Bidder requests for the deletion of section 25.5. Further, under sections 25.6 and 25.8, any failure in compliance to the Integrity Pact will result in the Bidder being removed from the current tender only and any such determination shall be made in accordance to the Principles of Natural Justice.	Please refer Amendment - 11

226.	Section IV 25.Integrity Pact	25	27	25.6 Integrity Pact in respect this contract would be operative from the stage of invitation of the 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.	25.6 Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders.	No Change; Integrity Pact format and content are provided by GOI. Hence, no modification can be made.
227.	Section IV 25.Integrity Pact	25	27	25.8 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.	25.8 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.	No Change; Integrity Pact format and content are provided by GOI. Hence, no modification can be made.
228.	Section - IV 26.Indemnity Clause	26	27	26. Indemnity Clause If at the time of 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 which the Bank may suffer on account of such claim, the Successful bidder shall indemnify the Bank and keep it indemnified in that behalf.	Request to please cap the indemnification till last 12 months invoice value.	No Change
229.	Section VI 1.Form of Bid	1	32	Form of Bid	Please note that until the signing of the formal contract, the Bidder's proposal shall govern the discussion between the parties.	Please refer Amendment - 13
230.	Section VI 1.Form of Bid	1	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 and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We may agree to extend the Bid Validity Period, Bank Guarantee towards Earnest Money Deposit, if required at our discretion	Please refer Amendment - 13



231.	Section VI 2.Scope of Work	2	34	2. Cisco will be consulted for all the configuration related changes until Technical Merger (for up to 15 months) for all Cisco Devices within Data Centre.	Bidder would like to inform customer that we will take responsibility for the devices which are provided by us and seek customer technical support for the technical merger for all Cisco devices and any delay due to existing setup due to which the functioning of the back is hampered will not be considered to impose penalty on bidder. (Time frame)	No Change
232.	Section VI 2.Scope of Work	2	34	<p>2. Cisco professional services engaged by the bidder Cisco professional services engaged by the bidder will be responsible for :</p> <p>a) General Responsibilities b) Network Amalgamation c) Data Centre SDN Deployment d) Migration Services (Including Technical Merger related activities) e) Health check and compliance services for Network devices</p> <p>D) Migration Services (Including Technical Merger related activities) As part of DC SDN Network Migration services, bidder should provide following Cisco services. The Services should be available for 15 months.</p> <p>Cisco engineering services should be available onsite for up to 15 calendar months of Migration services. The Cisco migration services should commence just after migrating first Application in each Data Centre into the proposed SDN solution. Cisco should perform following services as part of migration services:</p>	<p>RFP asked about Cisco PS to deliver multiple Services listed under A to E.</p> <p>Need more clarity on time line for each Deliverables as below.</p> <p>*All the activity should be completed within 15 Month of Advance Services along with 5 years of AS Healthcheck and Compliance Services?</p> <p>*Or only deliverables no f)Migration Services will required for 15 months along with 5 years of AS Healthcheck and Complainece Services over and above of b) Network Amalgamation c) Data Centre SDN Deployment Services?</p>	Please refer Scope of Work from Page No :33 - 41. No Change

233.	Section VI 2.Scope of Work	A.10	34	Project management services - should provide a detailed project plan for supply, implementation and migration and provide weekly updates on project progress. Bidder shall work closely with Cisco project manager to create a Unified Project Plan. Bidder should ensure that during the 15 months of migration none of the banking operations are impacted adversely and adequate skilled resources are available to support 24/7 operations.	Since this is project services Bidder scope will be limited to project migration and proposed solution implementation activities only. 24/7 operation support will be provided by Bank or NMS partner.	No Change; It is clarified that successful bidder will provide on-call support 24*7 and if required visit the bank premises at the earliest to ensure that the services are up.
234.	Section VI 2.Scope of Work	A.10	34	Bidder should ensure that during the 15 months of migration none of the banking operations are impacted adversely and adequate skilled resources are available to support 24/7 operations.	Bank to provide the list of application to be migrated within 15 months.	It is clarified that list of applications to be migrated to SDN will be informed to successful bidder.
235.	Section VI 2.Scope of Work	A.10	34	Bidder should ensure that during the 15 months of migration none of the banking operations are impacted adversely and adequate skilled resources are available to support 24/7 operations.	Please clarify "adequate skilled resources are available to support 24/7 operations". Is bank expecting bidder to provide 15 months of onsite support to run 24x7 operations dedicatedly or expecting the project team to support in case of any operational issue 24x7 during this 15 months	It is clarified that Migration & Health Checkup activities has to be carried out by OEM, Successful bidder has to co-ordinate for same. For further Clarification please refer Scope of Work in RFP Page no: 33 - 41.
236.	Section VI 2.Scope of Work	A.10	34	Bidder should ensure that during the 15 months of migration none of the banking operations are impacted adversely and adequate skilled resources are available to support 24/7 operations.	What is the plan of IB for operations beyond 15 months as there is no requirement specified in RFP for the same?	It is clarified that bank is aiming to complete the migration activities within the mentioned timeframe. If any of the migration activities are pending, same will be handed over to bank's network integrator.
237.	Section VI 2.Scope of Work	A.10	34	10.Project management services - should provide a detailed project plan for supply, implementation and migration and provide weekly updates on project progress. Bidder shall work closely with Cisco project manager to create a Unified Project Plan. Bidder should ensure that during the 15 months of migration none of the banking operations are impacted adversely and adequate skilled resources are available to support 24/7 operations	Project Management from both bidder and Cisco has been asked in the RFP, request Bank to clarify with whom Bank will coordinate and who will be the single point of contact (SPOC) to Bank.	It is clarified that bank will co-ordinate with successful bidder as the SPOC. For further clarification please refer RACI for Design, Deployment & Migration Services in RFP.

238.	Section VI 2.Scope of Work	A.10	34	Project management services - should provide a detailed project plan for supply, implementation and migration and provide weekly updates on project progress. Bidder shall work closely with Cisco project manager to create a Unified Project Plan. Bidder should ensure that during the 15 months of migration none of the banking operations are impacted adversely and adequate skilled resources are available to support 24/7 operations	Any expectation on minimum resources for 24*7 or let bidder plan based on task/activity planned on specific day. Mostly migration activity execute into night time hence is it ok if senior resource connect from home or on call available to support migration. Migration activity is separate than operations hence has to plan separately	It is clarified that resource should be available onsite for migration activities.
239.	Section VI 2.Scope of Work	A.11	34	Deployment and configuration services for any non-Cisco solution elements (Existing or Proposed New) as part of this RFP.	Please share list of existing components with OEM & Part Codes	It is clarified that list on non-cisco solutions will be shared with the successful bidder.
240.	Section VI 2.Scope of Work	A.11	34	Deployment and configuration services for any non-Cisco solution elements (Existing or Proposed New) as part of this RFP .	Need details of the Existing equipment which will be part of this project and configuration need to be done.	It is clarified that list of non-cisco solutions will be shared with the successful bidder.
241.	Section VI 2.Scope of Work	A.11	34	Deployment and configuration services for any non-Cisco solution elements (Existing or Proposed New) as part of this RFP.	Please clarify "As part of this RFP cabling and load balancer is the only solution element as part of new supply" Is bank expecting bidder to also provide support in configuring other devices other than the RFP? If so, please specify the same clearly as bidder can't assume all of it for support"	Yes, if required the configuration to be done in existing devices also.
242.	Section VI 2.Scope of Work	A.11	34	11. Deployment and configuration services for any non-Cisco solution elements (Existing or Proposed New) as part of this RFP.	We assume bidder is responsible for Deployment and configuration services for proposed devices only which are part of this RFP. Existing devices configuration should not be in bidder scope.	Yes, if required the configuration to be done in existing devices also.
243.	Section VI 2.Scope of Work	A.12	34	12. Unmounting / removing any equipment from the racks	Bidder requests customer to remove this clause from bidder's SOW.	No Change
244.	Section VI 2.Scope of Work	A.12	34	Unmounting / removing any equipment from the racks	Need list of the devices which we need to unmount and remove from racks. Details must be given for DC/DR both.	It is clarified that requested details will be shared to successful bidder.
245.	Section VI 2.Scope of Work	A.12	34	12. Unmounting / removing any equipment from the racks	We assume bidder is only responsible for unmounting/removing of proposed or buyback equipment only which are part of this RFP scope. Unmounting/removing the existing devices not mentioned in this RFP are not in bidder scope.	No Change. It is clarified that The devices proposed to be handled by successful bidder are switches to be moved and reconfigured due to installation of new SDN switches

246.	Section VI 2.Scope of Work	A.13	34	13.Packing of old equipment and any physical movement of those equipment's within Data Centres	Bidder requests customer to remove this clause from bidder's SOW as the existing devices belong to customer and their technician should support for the same.	No Change
247.	Section VI 2.Scope of Work	A.13	34	Packing of old equipment and any physical movement of those equipment's within Data Centres	Need list of equipment with location details which required movement.	It is clarified that requested details will be shared to successful bidder.
248.	Section VI 2.Scope of Work	A.13	34	13. Packing of old equipment and any physical movement of those equipment's within Data Centres	We assume bidder is only responsible for packing and movement of proposed or buyback equipment only which are part of this RFP scope. Packing and physical movement of existing devices not mentioned in this RFP are not in bidder scope. Also movement of the proposed devices within the same data center is in bidder scope. If any movement outside the Bank one DC to another DC/other location will be in Bank scope.	If the movement is outside the building, bank will arrange for the transport.
249.	Section VI 2.Scope of Work	A.14	34	14. Bidder will engage Cisco to provide Class Room Training on "Cisco ACI" Technology for up to 20 bank's personnel spread across 2 batches within first 12 months of the contract	Training will be conducted at a central location proposed by the customer. Customer has to make all the arrangement for the trainees at their location.	It is clarified that, bank will provide the classroom, boarding and lodging for the trainees. The trainers should make their own arrangement. Access to Cisco Lab should be arranged for the training.
250.	Section VI 2.Scope of Work	A.14	34	Bidder Will engage Cisco to provide class room training on Cisco ACI technology for up to 20 Bank personnel spread across 2 batches within first 12 months of the contract	Request to confirm the duration of each training session.	Duration of each training will be for one week, 5 days, 8 hours per day.
251.	Section VI 2.Scope of Work	A.4	34	4. Supply of the Racks and installation of the racks.	Bidder request customer to share the specification of racks which needs to be supplied.	Minimum two 42 U Rack per location from the OEM of switches or rack model certified for hosting OEM switches. The rack should have required PDUs for hosting the switches (except leaf switches) covered under the tender. All the sockets should be of IEC type.

252.	Section VI 2.Scope of Work	A.4	34	Supply of the Racks and installation of the racks.	More clarity Required on Rack supply as there is no qty defined in RFP. As per proposed SDN Solution Core Router, Spine Switch and Load balancers will be installed in Network Rack but rest all the Leaf Switches will be recommended to deploy as ToR (Top of The Rack) deployment, hence in this scenario we don't have the complete visibility of how many Network Rack required?	Minimum 2 Racks per location; It is clarified that successful bidder has to supply required number of the racks for the equipment proposed in this tender for switches (except leaf switches).
253.	Section VI 2.Scope of Work	A.4	34	Supply of the Racks and installation of the racks.	Number of racks and specifications of the rack to be provided.	Minimum two 42 U Rack per location from the OEM of switches or rack model certified for hosting OEM switches. The rack should have required PDUs for hosting the switches (except leaf switches) covered under the tender. All the sockets should be of IEC type.
254.	Section VI 2.Scope of Work	A.4	34	4. Supply of the Racks and installation of the racks.	This Rack will be used for installing the proposed equipment only.	Minimum 2 Racks per location; It is clarified that successful bidder has to supply required number of the racks for the equipment proposed in this tender for switches (except leaf switches).
255.	Section VI 2.Scope of Work	A.4	34	Supply of the Racks and installation of the racks	Please advise on "rack counts" as its not mentioned in BOQ	2 Racks per location
256.	Section VI 2.Scope of Work	A.5	34	5.Physical installation (Racking and Stacking) of supplied equipment in allocated racks.	Bidder assumes that the physical installation of equipments will be done at customer DC and cabling will be in customer's scope of work.	Yes, equipment will be done at bank's DC and DR site. But, the cabling (from spine to leaf switches) will be in the scope of the successful bidder. Cabling from Server to Leaf switch will be taken care by Bank
257.	Section VI 2.Scope of Work	A.6	34	6. Supply of Ethernet and Fibre cables	Bidder assumes that customer already has existing setup at all locations with necessary Ethernet and fiber cabling in place which is supporting in smooth functioning. Bidder would request customer that Ethernet and fiber cables would be under customer SOW.	It is clarified that Cabling is only required to establish the network connectivity between proposed SDN Solution through this RFP.

258.	Section VI 2.Scope of Work	A.6	34	Supply of Ethernet and Fibre cables	Cabling is only required to stablish the network connectivity between proposed SDN Solution, Any cabling required during Amalgamation, DC consolidation or other Datacenter Structure cabling for Server connectivity will be out of Scope.	It is clarified that Cabling is only required to establish the network connectivity between proposed SDN Solution.
259.	Section VI 2.Scope of Work	A.6	34	6. Supply of Ethernet and Fibre cables	The qty of the same is not mentioned. Kindly confirm the Qty.	It is clarified that Ethernet & Fibre cables required to install equipment procured through this tender has to be supplied by successful bidder. No change
260.	Section VI 2.Scope of Work	A.6	34	Supply of Ethernet and Fibre cables	Number of cables and the specifications to be provided. (length, colour and interface type- SC/LC)	Fibre colour should be Orange or Blue. Ethernet cables will be colour coded during design phase. Type of cable supplied should be compatible to the equipment supplied and length should be as per site requirement.
261.	Section VI 2.Scope of Work	A.6	34	6. Supply of Ethernet and Fibre cables	Need clarity whether Bank is looking for Cat 6 or Cat 6A copper cabling. Also we assume that we need to provide the passive solution for interconnecting proposed solution only. For server/compute to leaf switches connectivity will be in Bank scope.	It is clarified that Cat 6 Copper cabling is required and Cabling is only required to establish the network connectivity between proposed SDN Solution.
262.	Section VI 2.Scope of Work	A.7	34	Supply of the Racks and installation of the racks.	For Proposing RACKS, we need to do survey at actual sites, Hence requesting you make passive components & rack requirement billing on actuals as per site requirement	It is clarified that successful bidder has to supply the racks for the equipment proposed in this tender other than Spine switches. No Change.
263.	Section VI 2.Scope of Work	A.7	34	Structured Cabling for the supplied equipment, which includes supply of necessary cables, labelling, Dressing and tagging of Power Cables, Ethernet, Fibre Cables within the Rack& inter-rack.	For Proposing Structured cabling & fiber connectivity we need to do survey at actual sites, Hence requesting you make passive components & rack requirement billing on actuals as per site requirement. We also need lyouts of both deployment sites	It is clarified that Cabling is only required to stablish the network connectivity between proposed SDN Solution & to install equipment proposed through this RFP. No Change.
264.	Section VI 2.Scope of Work	A.7	34	7. Structured Cabling for the supplied equipment, which includes supply of necessary cables, labelling, Dressing and tagging of Power Cables, Ethernet, Fibre Cables within the Rack& inter-rack	The qty of the same is not mentioned Doesn't mention of drop cables - UTP/Fiber patch cords required at server /network end	It is clarified that Ethernet & Fibre cables required to install equipment procured through this tender has to be supplied by successful bidder. No Change.

265.	Section VI 2.Scope of Work	A.7	34	Structured Cabling for the supplied equipment, which includes supply of necessary cables, labelling, Dressing and tagging of Power Cables, Ethernet, Fibre Cables within the Rack& inter-rack.	Number of racks, number of floors and the cable type to interconnect need to specified. (length in mtrs)	It is clarified that Ethernet & Fibre cables required to install equipment procured through this tender has to be supplied by successful bidder. No Change.
266.	Section VI 2.Scope of Work	A.7	34	7. Structured Cabling for the supplied equipment, which includes supply of necessary cables, labelling, Dressing and tagging of Power Cables, Ethernet, Fibre Cables within the Rack& inter-rack.	Request Bank to share the placement of proposed devices and Racks Layout for designing the passive BOM. Also we assume, bidder need to provide the passive cabling for connecting their proposed equipment only. Servers/compute to leaf passive connectivity will be on Bank scope.	It is clarified that Servers/compute to leaf passive connectivity will be on Bank scope. No Change
267.	Section VI 2.Scope of Work	A.8	34	8. Documenting the planned and as deployed equipment placement and cabling layouts	As it's an existing setup Bidder seek support from customer to share the documentation of the same and if any changes are required the same can be done.	No Change
268.	Section VI 2.Scope of Work	A.8	34	Documenting the planned and as deployed equipment placement and cabling layouts	For Proposing Structured cabling & fiber connectivity we need to do survey at actual sites, Hence requesting you make passive components & rack requirement billing on actuals as per site requirement. We also need layouts of both deployment sites	It is clarified that Cabling is only required to establish the network connectivity between proposed SDN Solution & to install equipment proposed through this RFP. No Change.
269.	Section VI 2.Scope of Work	A1.11	34	Deployment and configuration services for any non-Cisco solution elements (Existing or Proposed New) as part of this RFP.	Please provide list of the devices and please advise if bidder needs to provide MOP and Design document for the same or respective OEM/Bank IT team will be responsible for this	It is clarified that list on non-cisco solutions will be shared with the successful bidder.
270.	Section VI 2.Scope of Work		34	Down Time Requirement	During implementation and Migration activities, the bidder will assess and inform bank in advance about the downtime required for particular activity.	It is clarified that downtime requirements for migration activities will be discussed for every application migration. No Change.
271.	Section VI 2.Scope of Work	2.b	35	Cisco to implement the proposed configuration changes required on existing Cisco devices installed in all Data Centres of bank. Cisco should include all Cisco device installed at Bank's DC network such as Cisco IP Routing, Cisco Firewall Policies, Cisco IPS and Ethernet Switching with in Data Centre	Requesting bank to suggest who will make the branch level changes (if required) with respect to Network Amalgamation (i.e. Any VPN reconfiguration/Peer IP change, ACL, AAA, NTP, LAN IP segment, Routings..etc)	It is clarified that the configuration of equipment at branches will be done by Bank network integrator.

272.	Section VI 2.Scope of Work	2.c	36	f) Integration with Bank's NOC tools, such as, AAA, RADIUS, Syslog and NMS tools	Bidder or Cisco will perform the integration activity on Proposed solution end, and Bank NMS existing Partner (Service Integrator) will do the respective configuration at NMS tools side.	It is clarified that Migration & Health Check up activities has to be carried out by OEM, Successful bidder has to co-ordinate for same. For further Clarification please refer Scope of Work in RFP Page no: 33 - 41. No Change
273.	Section VI 2.Scope of Work	2.c	36	e) Integration with Network Services, such as, Load Balancers, Firewalls, VPN Concentrators, IDS, IPS, WAF, DNS and NTP f) Integration with Bank's NOC tools, such as, AAA, RADIUS, Syslog and NMS tools	Please elaborate more this task, example different teams involvement and their accountability	Please refer to RACI matrix available in RFP.
274.	Section VI 2.Scope of Work	2.d.1	37	1. Cisco engineer/s to migrate all the applications into the proposed solution.	whether all the applications migration will be in scope of Cisco	Please refer RACI tables of RFP. Further it is clarified that all the application migration is the responsibility of Cisco, successful bidder has to co-ordinate with the Cisco & bank.
275.	Section VI 2.Scope of Work	2.d.2	37	Cisco engineering services should be available onsite for up to 15 calendar months of Migration services.	Does this mean continued presence of cisco during the period mentioned or only during migration	It is clarified that Cisco engineering services has to be available for up to 15 calendar months to carry out Migration services as and when required by bank.
276.	Section VI 2.Scope of Work	3	38	Cabling, installation related material	Please advise on "passive material" as its not mentioned in BOQ	It is clarified that Ethernet & Fibre cables required to install equipment procured through this tender has to be supplied by successful bidder. No change.
277.	Section VI 2.Scope of Work	2.e	38	3. Cisco should provide onsite DR drill support services to the Bank	is cisco Services team expected to be present for every DR activity	Yes, No Change.
278.	Section VI 2.Scope of Work	3	39	DC power / electric Cabling, installation related material	Power cables and the sockets specifications and quantity to be provided by Bank.	It is clarified that the Power, Socket and electrical cabling within DC will be arranged by the bank.
279.	Section VI 2.Scope of Work	3	39	17. Migration – Change Window approvals	We assume bidder need to just initiate the change request with Bank, bank / Cisco will be responsible to do rest activities.	Please refer RACI for Design, Deployment & Migration Services in RFP. No Change.
280.	Section VI 3.Technical Bid	3	42	Spine Switch - ACI-C9364C-APIC-B1 - 4	Spine Switch - ACI-C9364C-APIC-B1 - 2	Please refer Amendment - 15
281.	Section VI 3.Technical Bid	3	42	Spine Switch - ACI-C9364C-APIC-B1 - 4	Spine Switch - ACI-C9364C-APIC-B1 - 2	Please refer Amendment - 15



282.	Section VI 3.Technical Bid	3	42	Spine Switch - ACI-C9364C-APIC-B1 - 4	Spine Switch - ACI-C9364C-APIC-B1 - 2	Please refer Amendment - 15
283.	Section VI 3.Technical Bid	3	42	ACI-MSITE-VAPPL=	ACI Multisite is a software which install on the VM environment, we assume Bank will provide the required VM to install this software as no hardware is mentioned in the RFP.	Yes, bank will provide the VM, Software to be provided by successful bidder.
284.	Section VI 3.Technical Bid	3	42	Additional Query	Request bank to provide the bifurcation of the device quantities to be delivered in each location in order to get the appropriate GST.	It is clarified that requested details will be shared to successful bidder.
285.	Section VI 3.Technical Bid	3	42	Spine Switch - ACI-C9364C-APIC-B1 - 4	Spine Switch - ACI-C9364C-APIC-B1 - 2	Please refer Amendment - 15
286.	Section VI 3.Technical Bid	3	43	Software-Fabric Controller (ACI-MSITE-VAPPL)	Software-Fabric Controller (ACI-MSITE-VAPPL) / (ACI-C9364C-APIC-B1)	It is clarified that, Software-Fabric Controller (ACI-MSITE-VAPPL) consists of APIC and MSO specification.
287.	Section VI 3.Technical Bid	3	43	Software-Fabric Controller (ACI-MSITE-VAPPL)	Software-Fabric Controller (ACI-MSITE-VAPPL) / (ACI-C9364C-APIC-B1)	It is clarified that, Software-Fabric Controller (ACI-MSITE-VAPPL) consists of APIC and MSO specification.
288.	Section VI 3.Technical Bid	3	43	Software-Fabric Controller (ACI-MSITE-VAPPL)	Software-Fabric Controller (ACI-MSITE-VAPPL) / (ACI-C9364C-APIC-B1)	It is clarified that, Software-Fabric Controller (ACI-MSITE-VAPPL) consists of APIC and MSO specification.
289.	Section VI 3.Technical Bid	3	43	Software-Fabric Controller (ACI-MSITE-VAPPL)	Software-Fabric Controller (ACI-MSITE-VAPPL) / (ACI-C9364C-APIC-B1)	It is clarified that, Software-Fabric Controller (ACI-MSITE-VAPPL) consists of APIC and MSO specification.
290.	Section VI 3.Technical Bid	3	43	Software-Fabric Controller (ACI-MSITE-VAPPL)	Software-Fabric Controller (ACI-MSITE-VAPPL) / (ACI-C9364C-APIC-B1)	It is clarified that, Software-Fabric Controller (ACI-MSITE-VAPPL) consists of APIC and MSO specification.
291.	Section VI 3.Technical Bid	3	43	Software-Fabric Controller (ACI-MSITE-VAPPL)	Software-Fabric Controller (ACI-MSITE-VAPPL) / (ACI-C9364C-APIC-B1)	It is clarified that, Software-Fabric Controller (ACI-MSITE-VAPPL) consists of APIC and MSO specification.
292.	Section VI 3.Technical Bid	3	43	Software-Fabric Controller (ACI-MSITE-VAPPL)	Software-Fabric Controller (ACI-MSITE-VAPPL) / (ACI-C9364C-APIC-B1)	It is clarified that, Software-Fabric Controller (ACI-MSITE-VAPPL) consists of APIC and MSO specification.



293.	Section VI 3.Technical Bid	22	44	22.Solution should support consistent policy across on-prem, remote branches, DC / DR and public cloud workload	We don't see anything mentioned about "branches migration" or existing devices upgradation plan to have them migrated to ACI, please advise if that is been covered separately and would like bidder to come up with some cumulative plan with OEM	It is clarified that, Branch configuration will be done by network integrator of the bank. No Change
294.	Section VI 3.Technical Bid	66	46	66.Bundle Software-Fabric Controller (ACI-MSITE-VAPPL / ACI-C9364C-APIC-B1,5 Years 24 X 7 X 4 hardware replacement support with twenty-four-hour global access to OEM Technical assistance centre	We need to discuss this with business that has this task/effort already taken care with OEM support or will bidder be responsible for raising request and followup for the packaging and delivery etc.	It is clarified that successful bidder is responsible for replacement of equipment as per RFP timelines.
295.	Section VI 3.Technical Bid	44	49	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
296.	Section VI 3.Technical Bid	44	49	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
297.	Section VI 3.Technical Bid	44	49	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
298.	Section VI 3.Technical Bid	44	49	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
299.	Section VI 3.Technical Bid	44	49	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
300.	Section VI 3.Technical Bid	44	49	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
301.	Section VI 3.Technical Bid	44	49	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.

302.	Section VI 3.Technical Bid	70	51	70.Spine Switch (ACI-C9364C-APIC-B1),5 Years 24 X 7 X 4 hardware replacement support with twenty-four-hour global access to OEM Technical assistance centre.	We need to discuss this with business that has this task/effort already taken care with OEM support or will bidder be responsible for raising request and followup for the packaging and delivery etc.	It is clarified that successful bidder is responsible for replacement of equipment as per RFP timelines.
303.	Section VI 3.Technical Bid	48	55	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
304.	Section VI 3.Technical Bid	48	55	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
305.	Section VI 3.Technical Bid	48	55	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
306.	Section VI 3.Technical Bid	48	55	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
307.	Section VI 3.Technical Bid	48	55	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
308.	Section VI 3.Technical Bid	48	55	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
309.	Section VI 3.Technical Bid	48	55	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
310.	Section VI 3.Technical Bid	74	57	74.Leaf switch Type 1 (N9K-C93108TC-FX),5 Years 24 X 7 X 4 hardware replacement support with twenty-four-hour global access to OEM Technical assistance centre	We need to discuss this with business that has this task/effort already taken care with OEM support or will bidder be responsible for raising request and followup for the packaging and delivery etc.	It is clarified that successful bidder is responsible for replacement of equipment as per RFP timelines.
311.	Section VI 3.Technical Bid	48	61	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.



312.	Section VI 3.Technical Bid	48	61	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
313.	Section VI 3.Technical Bid	48	61	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
314.	Section VI 3.Technical Bid	48	61	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
315.	Section VI 3.Technical Bid	48	61	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
316.	Section VI 3.Technical Bid	48	61	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
317.	Section VI 3.Technical Bid	48	61	Time based ACL a. TACACS or higher b. RADIUS	Switch should time based ACL Switch should support TACACS or higher Switch should support RADIUS	It is clarified that bidders have to give compliance for the mentioned three features individually during the submission of technical bid.
318.	Section VI 3.Technical Bid	74	63	74.Leaf switch Type 2 (N9K-C93180YC-FX),5 Years 24 X 7 X 4 hardware replacement support with twenty-four-hour global access to OEM Technical assistance centre.	We need to discuss this with business that has this task/effort already taken care with OEM support or will bidder be responsible for raising request and followup for the packaging and delivery etc.	It is clarified that successful bidder is responsible for replacement of equipment as per RFP timelines.
319.	Section VI 3.Technical Bid	35	66	35.Management Access switch (N9K-C92348GC-X),5 Years 24 X 7 X 4 hardware replacement support with twenty-four-hour global access to OEM Technical assistance centre	We need to discuss this with business that has this task/effort already taken care with OEM support or will bidder be responsible for raising request and followup for the packaging and delivery etc.	It is clarified that successful bidder is responsible for replacement of equipment as per RFP timelines.
320.	Section VI 3.Technical Bid	49	69	49.Router (ASR1002-X),5 Years 24 X 7 X 4 hardware replacement support with twenty-four-hour global access to OEM Technical assistance centre	We need to discuss this with business that has this task/effort already taken care with OEM support or will bidder be responsible for raising request and followup for the packaging and delivery etc.	It is clarified that successful bidder is responsible for replacement of equipment as per RFP timelines.

321.	Section VI 3.Technical Bid	1.d	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)	Please refer Amendment - 16
322.	Section VI 3.Technical Bid	1.d	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)	Kindly confirm the no. of ports to be populated in the proposed point. We understand Banks is asking total 16 no's of 10G SFP+ (empty slots) out of which 4 numbers to be populated with 10G SR module. Please confirm if our understanding is correct.	It is clarified that, all 16 no's of 10G SFP+ should be populated from day 1.
323.	Section VI 3.Technical Bid	1.d	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),	Please refer Amendment - 16
324.	Section VI 3.Technical Bid	1.d	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)	Kindly confirm the no. of ports to be populated in the proposed point. We understand Banks is asking total 16 no's of 10G SFP+ (empty slots) out of which 4 numbers to be populated with 10G SR module. Please confirm if our understanding is correct.	It is clarified that, all 16 no's of 10G SFP+ should be populated from day 1.
325.	Section VI 3.Technical Bid	1.d	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),	Please refer Amendment - 16
326.	Section VI 3.Technical Bid	1.d	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)	Kindly confirm the no. of ports to be populated in the proposed point. We understand Banks is asking total 16 no's of 10G SFP+ (empty slots) out of which 4 numbers to be populated with 10G SR module. Please confirm if our understanding is correct.	It is clarified that, all 16 no's of 10G SFP+ should be populated from day 1.

327.	Section VI 3.Technical Bid	1.d	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),	Please refer Amendment - 16
328.	Section VI 3.Technical Bid	1.d	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)	Kindly confirm the no. of ports to be populated in the proposed point. We understand Banks is asking total 16 no's of 10G SFP+ (empty slots) out of which 4 numbers to be populated with 10G SR module. Please confirm if our understanding is correct.	It is clarified that, all 16 no's of 10G SFP+ should be populated from day 1.
329.	Section VI 3.Technical Bid	1.d	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),	Please refer Amendment - 16
330.	Section VI 3.Technical Bid	1.d	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)	Kindly confirm the no. of ports to be populated in the proposed point. We understand Banks is asking total 16 no's of 10G SFP+ (empty slots) out of which 4 numbers to be populated with 10G SR module. Please confirm if our understanding is correct.	It is clarified that, all 16 no's of 10G SFP+ should be populated from day 1.
331.	Section VI 3.Technical Bid	1.d	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),	Please refer Amendment - 16
332.	Section VI 3.Technical Bid	1.d	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)	Kindly confirm the no. of ports to be populated in the proposed point. We understand Banks is asking total 16 no's of 10G SFP+ (empty slots) out of which 4 numbers to be populated with 10G SR module. Please confirm if our understanding is correct.	It is clarified that, all 16 no's of 10G SFP+ should be populated from day 1.

333.	Section VI 3.Technical Bid	1.d	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),	Please refer Amendment - 16
334.	Section VI 3.Technical Bid	1.d	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)	Kindly confirm the no. of ports to be populated in the proposed point. We understand Banks is asking total 16 no's of 10G SFP+ (empty slots) out of which 4 numbers to be populated with 10G SR module. Please confirm if our understanding is correct.	It is clarified that, all 16 no's of 10G SFP+ should be populated from day 1.
335.	Section VI 3.Technical Bid	1.d	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),	Please refer Amendment - 16
336.	Section VI 3.Technical Bid	1.d	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)	Kindly confirm the no. of ports to be populated in the proposed point. We understand Banks is asking total 16 no's of 10G SFP+ (empty slots) out of which 4 numbers to be populated with 10G SR module. Please confirm if our understanding is correct.	It is clarified that, all 16 no's of 10G SFP+ should be populated from day 1.
337.	Section VI 3.Technical Bid	8.c	73	OEM / Bidder Should provide separate appliance / Virtual Appliance Based Centralized Monitoring & Management Station for Device Monitoring, Administration and Reporting	Total number of nodes integration to the tools has to be explicitly mentioned for planning or business is expecting OEM as complete solution for monitoring and reporting as well (Hoping this is part of WAN Bid where NMS will be proposed by Bidder)	It is clarified that, separate appliance is required for application monitoring if required and appliance will be supplied by OEM/Bidder .

338.	Section - VI 6.Bid Security Form	6	80	Bid Security Form	1. If the Bidder (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or This BG format do not have standard bank clause at the end of it – need to add on following lines:Notwithstanding anything contained herein aboveOur liability under this bank guarantee shall not exceed Rs____/- (Rupees_____ only).This bank guarantee shall be valid upto -----We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before -----before 14.30 hours (Indian Standard Time) whereafter it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.	No Change
339.	Section - VI 10.Performance Security Form	10	84	Performance Security Form	We request to add following in this format :This Bank Guarantee issued by _____ Bank, on behalf of Vendor in favor of Indian Bank is in respect of a new Contract dated____.As communicated by Vendor, on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Vendor by Bank in respect of pervious contracts between Vendor and Indian Bank.Our liability under this bank guarantee shall not exceed Rs____/- (Rupees_____ only).This bank guarantee shall be valid upto -----We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before ----- before 14.30 hours (Indian Standard Time) whereafter it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.	No Change
340.	Section - VI 11.Commercial Bid	11	85	part a	In total price it is written in formula $a*(b+c)$, but c section is not specified. Request to please clarify	Please refer Amendment - 17 & Revised Commercial Bid.



341.	Section - VI 11.Commercial Bid	11	85	Additional Query	Request bank to include onsite FMS team in commercial format to manage day to day operation and help in rectify the issues raised during 5 years contract period as mentioned in the bidder scope	No Change. Please refer revised commercial Bid.
342.	Section - VI 11.Commercial Bid	11	85	We abide by details given above and the terms of the bid document.	Subject to the deviations submitted along with the bid proposal, we abide by details given above and the terms of the bid document.	No Change
343.	Section - VI 14.Non Disclosure Agreement	14	90	Non-disclosure Agreement	Please note the following: 1) Any information marked or identified as confidential at the time of disclosure shall be considered as confidential. 2) The receiving party can disclose such confidential information to its representatives i.e. affiliates, consultants, sub-contractors and employees. However, the receiving party shall be solely liable to the disclosing party for any unauthorized disclosure by such representatives. 3) The receiving party shall only destroy the confidential information received from the disclosing party and the obligation to maintain confidentiality of the confidential information shall be for a period of three (3) years from the date of initial disclosure of such confidential information. 4) The receiving party shall only return the confidential information received from the disclosing party. 5) Incase of any disputes arising from the NDA, the parties shall submit to the exclusive jurisdiction of the Courts of Chennai.	The following has been noted for clarity; 1) Any information marked or identified as confidential at the time of disclosure shall be considered as confidential. 2) The receiving party can disclose such confidential information to its representatives i.e. affiliates, consultants, sub-contractors and employees working for fulfilling the obligations under the said contract. However, the receiving party shall be solely liable to the disclosing party for any unauthorized disclosure by such representatives. 3) The receiving party shall only destroy the confidential information received from the disclosing party and the obligation to maintain confidentiality of the confidential information. 4) The receiving party shall only return the confidential information received from the disclosing party. 5) Incase of any disputes arising from the NDA, the parties shall submit to the exclusive jurisdiction of the Courts of Chennai.
344.	Section - VI 14.Non Disclosure Agreement	14	90	Non-disclosure Agreement	Request the bank to approve for signing NDA which was mutually agreed and signed earlier.	No Change. Please refer Amendment - 12



345.	Section - VI 14.Non Disclosure Agreement	14	90	2. Use of Confidential Information : Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.	2. Use of Confidential Information : Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties which has been marked as "Confidential Information" by the disclosing party. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.	No Change. Please refer Amendment - 12
346.	Section - VI 14.Non Disclosure Agreement	14	90	3. Exemptions : The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived therefrom, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above	3. Exemptions: The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived therefrom, to any other person or entity other than persons who have a need to access to and knowledge of the confidential information solely for the purpose authorized above	No Change. Please refer Amendment - 18
347.	Section - VI 14.Non Disclosure Agreement	14	90	Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party an made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.	Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party so as to enable the Disclosing Party to make a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.	No Change. Please refer Amendment - 18

348.	Section - VI 14.Non Disclosure Agreement	14	90	4.Term: This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof. Notwithstanding above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.	4.Term : This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof. The obligation under this clause will not apply where it is necessary to retain any Confidential Information or materials for the purpose as required by law or for internal auditing purposes or electronic data stored due to automatic archiving and back-up procedures. Notwithstanding above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable for a period of 2 years after expiration and termination of the Agreement.	No Change. Please refer Amendment - 18
349.	Section - VI 14.Non Disclosure Agreement	14	90	6.Return of confidential information : Upon written demand of the disclosing party, the receiving party shall (I) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.	6. Return of confidential information : Upon written demand of the disclosing party, the receiving party shall (I) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph. The obligation under this clause will not apply where it is necessary to retain any Confidential Information or materials for the purpose as required by law or for internal auditing purposes or electronic data stored due to automatic archiving and back-up procedures.	No Change. Please refer Amendment - 18



350.	Section - VI 14.Non Disclosure Agreement	14	90	10. Dispute resolution mechanism : In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.	10. Dispute resolution mechanism : In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.	No Change. Please refer Amendment - 18
351.	Section - VI 9.Contract Form	9	91	Contract Form	Under Section 2, the Bidder's proposal and any deviations proposed to the tender terms and conditions, shall be considered as an integral part of the contract.	No Change.
352.	Section - VI 15.Integrity Pact	15	93	Integrity Pact	Please note the following: 1) Bidder requests for the deletion of section 2 (1) (d) and (e). 2) Bidder requests deletion of section 4 and 5(5), 6, 7, 10 and 11(6). 3) Under section 8, Bidder is only required to share its non-confidential information, related to the current contract, with the Monitor. 4) Under section 9, the pact duration shall be until the selection of the successful bidder for the unsuccessful bidder and upto the contract duration for the Contractor.	No Change
353.	Section - VI 15.Integrity Pact	15	93	Section 4 - Compensation for Damages: 14.1.2 If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee	Section 4 - Compensation for Damages : 14.1.2 If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the amount equivalent to performance Bank Guarantee	No Change



354.	Section - VI 15.Integrity Pact	15	93	Section 9 - Pact Duration : This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.	Section 9 - Pact Duration :This pact begins when both parties have legally signed it. It expires for the Contractor 3 months after the last payment under the contract, and for all other Bidders 1 month after the contract has been awarded on whomsoever it may be. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.	No Change
355.	Section - VI 15.Integrity Pact	15	93	Section 10 - Examination of Books of Accounts : In case of any allegation of, violation of any provisions of this Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.	Section 10 - Examination of Books of Accounts : In case of any allegation of, violation of any provisions of this Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination. Bidder shall not be compelled to disclose any details or information on its internal costs and margins, or any such information which would render the Bidder to be in breach of its statutory obligations or confidentiality obligations towards third parties.	No Change
356.	Section 10- Examination of Books of Accounts		96	In case of any allegation of, violation of any provisions of this Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.	Bidder wants to clarify the client will not have access to financial books or project financials of IBM (Customer will not have access to project revenue and cost details).	No Change

357.	Section - VI 16.Proforma Of Certificate For Issue By Head Office After Successful Installation Of Equipments	16	98	2. The systems have been installed to our entire satisfaction.	2. The systems have been installed as per agreed scope.	Agreed
358.	Additional Points	NA	NA	Additional Points- General Terms and Conditions	OEM should provide minimum 5 Indian PSU BFSI customer reference for Server Load balancer	No Change
359.	Additional Points	NA	NA	Additional Points- General Terms and Conditions	OEM should provide minimum 5 Indian PSU BFSI customer reference for Server Load balancer	No Change
360.	Additional Clause	NA	NA	Additional Clause	RACK Space, Proper power supply and earthing arrangement for the bidder network devices will be arranged and maintained by customer.	It is clarified that bidder network devices is not permitted to installed in the bank premises.
361.	Additional Clause	NA	NA	Additional Clause	All the network equipment's delivered by bidder at customer site for the Services should be kept under safe custody by the customer. In case any device found lost or damaged due to customer attribute than customer has to bear the cost for lost/damaged as well as new device.	It is clarified that network equipment delivered by successful bidder will be kept under safe custody by bank. No Change.
362.	Additional Clause	NA	NA	Additional Clause	Customer has to ensure the site readiness before bidder depute engineer at site for installation. Delay due to site readiness will not be consider under the delivery time lines and no penalty or LD will be applicable on bidder.	It is clarified that delay in implementation of project due to Force Majeure Conditions as detailed in the RFP will be taken into consideration.
363.	Additional Clause	NA	NA	Additional Clause	Please confirm the COS, Routing Protocol, LAN IP Schema.	It is clarified that requested details will be shared to successful bidder.
364.	Additional Clause	NA	NA	Additional Clause	NO SLA penalty will be applicable on bidder incase the location is down due to : 1) Power issue at customer end. 2) Improper earthing at site. 3) Equipment damaged due to water seepage or stolen from the location. 4) Access not available at site for the bidder engineer to check the issue. 5) LC not available at site. 6) Any condition which is beyond the control of bidder.	It is clarified that Successful bidder has to make a record of such incidents when the reason for non-maintenance of SLA is attributable to bank. Penalty will not be levied on successful bidder in such scenario. No Change.

365.	Additional Points	NA	NA	Additional Points- General Terms and Conditions	OEM should provide minimum 5 Indian PSU BFSI customer reference for Server Load balancer	No Change
366.	Additional Clause	NA	NA	Additional Clause	Requesting to share current Network architecture at DC & DR location	It is clarified that Current Network architecture will be shared to the successful bidder. No Change.
367.	Additional Points	NA	NA	Additional Points- General Terms and Conditions	OEM should provide minimum 5 Indian PSU BFSI customer reference for Server Load balancer	No Change.
368.	Additional Clause	NA	NA	Additional Clause	Please note that we request for the deletion of the insurance requirement. Further, please note that until the signing of the formal contract, the Bidder's proposal shall govern the discussion between the parties.	No Change
369.	Additional Clause	NA	NA	Additional Clause	IBM's Data Processing Addendum at http://ibm.com/dpa(DPA) and applicable DPA Exhibit(s) apply and prevail over any conflicting terms of the contract, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to data shared by the Bank with IBM.	No Change
370.	Additional Clause	NA	NA	Additional Clause	3) The Bank will own the copyright in works of authorship that the Bidder develops for Bank under a Statement of Work (SOW) (Project Materials). Project Materials exclude works of authorship delivered to the Bank, but not created, under the SOW, and any modifications or enhancements of such works made under the SOW (Existing Works). Bidder grants the Bank an irrevocable (subject to Bank's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. Bidder retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.	Please adhere to the terms & conditions of RFP.

371.	Additional Clause	NA	NA	Additional Clause	4) Bidder transfers title to a product to the Bank upon payment of all the amounts due. For each product, the Bidder bears the risk of loss or damage up to the time it is delivered to the Bidder-designated carrier for shipment to the Bank or to the Bank's designated location. Thereafter, the Bank assumes the risk. Each product will be covered by insurance, arranged and paid for by the Bidder for the Bank, covering the period until it is delivered to the Bank or the Bank's designated location. For any loss or damage, the Bank must i) report the loss or damage in writing to the Bidder within 10 business days of delivery and ii) follow the applicable claim procedure.	Please adhere to the terms & conditions of RFP.
372.	Additional Clause	NA	NA	Additional Clause	1) Neither party may assign the contract, in whole or in part, without the prior written consent of the other. Assignment of Bidder's rights to receive payments or assignment by Bidder in conjunction with the sale of the portion of Bidder's business that includes a product or service is not restricted.	Please adhere to the terms & conditions of RFP.
373.	Additional Clause	NA	NA	Additional Clause	2) The Bidder will provide third party product warranties on a pass-through basis to the Bank in accordance with the relevant third party terms and conditions. Further, there are no implied conditions or warranties, including warranties for merchantability and fitness for a particular purpose.	Please adhere to the terms & conditions of RFP.
374.	Additional Clause	NA	NA	Additional Clause	Since most of the RFP clauses have OEM dependencies, and penalties to be managed by bidder, suggest a triparty agreement with winning bidder, Bank and OEM	Please adhere to the terms & conditions of RFP.
375.	Additional Points	NA	NA	Additional Points- General Terms and Conditions	OEM should provide minimum 5 Indian PSU BFSI customer reference for Server Load balancer	Please adhere to the terms & conditions of RFP.
376.	Additional Points	NA	NA	Additional Points- General Terms and Conditions	OEM should provide minimum 5 Indian PSU BFSI customer reference for Server Load balancer	Please adhere to the terms & conditions of RFP.
377.	Additional Points	NA	NA	Additional Points- General Terms and Conditions	OEM should provide minimum 5 Indian PSU BFSI customer reference for Server Load balancer	Please adhere to the terms & conditions of RFP.
378.	Additional Clause	NA	NA	Network Amalgamation	Bidder is assuming that the Amalgamation is limited to Network Only and not covering Server , Compute and other infra in Bidder/OEM'S Scope	It is clarified that Amalgamation is limited to Network Only.



379.	Additional Clause	NA	NA	Network Amalgamation	Is the Amalgamation of Network also Covers Branch WAN Merger ?	No, Branch WAN configuration will be done by bank network integrator.
380.	Additional Clause	NA	NA	Network Amalgamation	What will be criteria to consider Completion of Network Amalgamation	Will be shared with successful bidder.
381.	Additional Points	NA	NA	Additional Points- General Terms and Conditions	OEM should provide minimum 5 Indian PSU BFSI customer reference for Server Load balancer	No Change
382.	Additional Clause	NA	NA	Additional Clause	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro 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	It is clarified Successful bidder has to make a record of such incidents when the reason for delay in implementation is attributable to bank. No Change.
383.	Additional Clause	NA	NA	Additional Clause	Since Wipro is acting as a reseller of completed products, Wipro 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 Wipro shall not provide any additional warranties and indemnities with respect such products.	Please adhere to the terms & conditions of RFP.
384.	Additional Clause	NA	NA	Additional Clause	In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate.	Please adhere to the terms & conditions of RFP.
385.	Additional Clause	NA	NA	Additional Clause	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 terms & conditions of RFP.

386.	Additional Clause	NA	NA	Additional Clause	Customer acknowledges that personnel to be provided by Wipro represent a significant investment in recruitment and training, the loss of which would be detrimental to Wipro'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 Wipro employee, or induce any such individual to leave the employ of Wipro. For purposes of this clause, a Wipro employee means any employee or person who has who has been involved in providing services under this Agreement.	Please adhere to the terms & conditions of RFP.
387.	Additional Clause	NA	NA	Additional Clause	Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Customer.	Please adhere to the terms & conditions of RFP.
388.	Additional Clause	NA	NA	Additional Clause	Customer is responsible for payment of taxes, duties, octroi / entry tax, cesses and any other statutory levies (by whatever name called at the applicable rates from time to time, including any new levies or increase in existing levies) relating to the proposal. However, Customer will not be responsible for income taxes and wealth taxes that may be payable by Wipro. In case of any new taxes or levies being attracted to the transaction after the date of submission of response by Service Provider or if any existing taxes or levies are changed thereafter, the same shall be borne by the Customer.	Please adhere to the terms & conditions of RFP.
389.	Additional Clause	NA	NA	Additional Clause	Wipro'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 Wipro performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	Please adhere to the terms & conditions of RFP.

390.	Additional Clause	NA	NA	Additional Clause	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 Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Customer.	Please adhere to the terms & conditions of RFP.
391.	Additional Clause	NA	NA	Additional Clause	Notwithstanding anything contained elsewhere, the Request for Proposal and/or contract signed between the Customer and the successful bidder ("Contract") shall specify the document to be issued by the Customer for procuring the deliverables ("Procuring Document"). Such Procuring Document shall - (a) Be solely governed by the terms and conditions of the Contract (b) Make an express reference to the Contract It is also clarified that no pre-printed terms and conditions mentioned in the Procuring Document shall apply to the successful bidder.	Please adhere to the terms & conditions of RFP.
392.	Additional Clause	NA	NA	Additional Clause	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Wipro will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Wipro shall not be bound to perform any additional services.	Please adhere to the terms & conditions of RFP.
393.	Additional Clause	NA	NA	Additional Clause	Nothing withstanding anything contained here, including annexures etc, the maximum aggregate penalty, if any, against the bidder for all claims, including risk purchase, by which ever name so called, shall be limited to 10% of the respective SOW/PO and shall be in lieu of all available remedies.	Please adhere to the terms & conditions of RFP.

394.	Additional Clause	NA	NA	Additional Clause	<p>Notice period of 30 days to be provided.</p> <p>Such audit to be conducted during normal business hours and not more than once every financial year.</p> <p>Wipro's internal cost records and sensitive financial information to be excluded from the scope of such audit.</p> <p>Audit to be conducted at Bank's costs.</p> <p>Auditor to enter into the appropriate confidentiality obligations before conducting the audit.</p>	Please adhere to the terms & conditions of RFP.
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