



Clarifications/Amendments to the Pre-Bid Queries Supply, Installation, Commissioning and Maintenance of AV equipment for revamping of Audio Video system at Board Room with additional cameras, displays and redundancy for switcher, DSP and amplifier.

(Ref: CO/ITD/PROC/1846/R1/2020-21 Date: 04/01/2021)

Amendments

SNo	Page	Clause	Section/ Point	Existing Clause in RFP	Amended clause in RFP
1	11	Delivery Schedule	SECTION III CONDITIONS OF CONTRACT	All goods should be delivered within six weeks from the date of Purchase order and installation to be completed within two weeks from the date of delivery or delivery and installation both should be completed within eight weeks from purchase order date.	All goods should be delivered within Eight (08) weeks from the date of Purchase order and installation to be completed within Two (02) weeks from the date of delivery or delivery and installation both should be completed within Ten (10) weeks from purchase order date.



2	12	Payment Terms	SECTION III CONDITIONS OF CONTRACT	The remaining 5% of the invoice price will be kept as retention amount and the same will be released to the successful bidder within 30 days after the expiry of the warranty and AMC period after deducting penalty, if any.	The remaining 5% of the invoice price will be kept as retention amount and the same will be released on submission of Bank Guarantee of the equal amount valid till the end of Warranty Period + AMC period + 90 Days
3	12	Scope of work	SECTION III CONDITIONS OF CONTRACT	New Addition	Purpose of having redundancy/standby switching system is to have automatic switch over operation (without manual intervention) when the primary system fails to work.
4	12	Scope of work	SECTION III CONDITIONS OF CONTRACT	New Addition	If the primary system fails to pass signals to display units, then automatically the secondary system should pass the signal to all display units.
5	12	Scope of work	SECTION III CONDITIONS OF CONTRACT	New Addition	Through control interface(iPad) user should be able to change selected source or layout presets of the recording device

6	12	Scope of work	SECTION III CONDITIONS OF CONTRACT	New Addition	Control interface should have monitoring page for viewing all devices status.
7	14	Warranty/Annual Maintenance Contract (AMC)	SECTION III CONDITIONS OF CONTRACT	This warranty shall remain valid for 36 months after the Goods have been installed at the final destination, or for forty-two (42) months after the date of receipt of shipment at the destination, whichever period concludes earlier. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.	This warranty shall remain valid for 36 months after the Goods have been installed at the final destination, or for forty-two (42) months after the date of receipt of shipment at the destination, whichever period concludes Later. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
8	14	Warranty/Annual Maintenance Contract (AMC)	SECTION III CONDITIONS OF CONTRACT	If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, 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.	If the Supplier, having been notified, fails to remedy the defect(s) within 15 working days period, 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.
9	15	Insurance	SECTION III CONDITIONS OF CONTRACT	The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery. Any damage happens to the equipment due to non-availability of storage cum erection policy, the supplier has to bear the losses.	The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery. If any damage happens to the equipment the supplier has to bear the losses, If it is incurred due to non-availability of storage cum erection policy.
10	18	Signing Contract and NDA	of Form SECTION III CONDITIONS OF CONTRACT	Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract form (Annexure-III) and Non-Disclosure Agreement (Annexure-VIII) and return it to the Bank.	Within fifteen (15) days of Purchase Order, the successful bidder shall sign the Contract Form (Annexure-IV) and Non-Disclosure Agreement (Annexure-VIII) and return it to the Bank.





11	70	Annexure	Annexure-VIII NON DISCLOSURE AGREEMENT	New Clause addition in NDA	<p>14. Indemnity: The successful bidder will indemnify the Bank against all actions, proceedings, claims, suits, damages and any other expenses including Bodily injury or Death and damage to real property and tangible property for causes attributable to the Bidder. The Supplier shall also indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof without any limitation.</p>
12		General	Definitions and Acronyms	New Addition	<p>Following terms are used in the document interchangeably to mean: "RFP" - Request for Proposal "ATS" - Annual Technical Support "AMC" - Annual Maintenance Contract "SLD" - Service Level Description</p>





					<p>"DSP" - Digital Signal Processing</p> <p>"AV" - Audio Video</p> <p>"OEM" - Original Equipment Manufacturer</p> <p>"LED" - Light-Emitting Diode</p> <p>"POA" - Power of Attorney</p> <p>"OS" - Operating System</p> <p>"PTZ" - Pan Tilt Zoom</p> <p>"HD" - High Definition</p> <p>"HDMI" - High Definition Multimedia Interface</p> <p>"USB" - Universal Serial Bus</p> <p>"I/O" - Input/ Output</p> <p>"IR" - Infra Red</p> <p>"POE" - Power on Ethernet</p> <p>"AVB" - Audio Video Bridge</p> <p>"API" - Application Programming Interface</p> <p>"HDCP" - High-bandwidth Digital Content Protection</p> <p>"EDID" - Extended Display Identification Data</p> <p>"GUI" - Graphical User Interface</p>
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Clarifications

SNo	Page	Clause	Section/ Point	Details Provided in RFP	Query/clarification of the bidder	Clarification provided by the bank
1	12	Payment Terms	SECTION III CONDITIONS OF CONTRACT	The remaining 5% of the invoice price will be kept as retention amount and the same will be released to the successful bidder within 30 days after the expiry of the warranty and AMC period after deducting penalty, if any.	Is the payment receivable on pro-rata basis, in case of partial deliveries? Or as and when particular equipment is installed?	Payments will be made as per terms of RFP and the subsequent Amendments
2	12	Scope of work	SECTION III CONDITIONS OF CONTRACT		All activities, including but not limited to, Electrical, Civil, Carpentry, Network, Fabrication, Scaffolding, Sub Structure for Video wall etc., will be under Client scope. Mention in RFP Required	It is clarified that Carpentry, Network, and Electrical work will be in the scope of the bank.





3	12	Scope of work	SECTION III CONDITIONS OF CONTRACT		Some line items including Microphone and some connectors & converters doesn't have make and model, can we suggest any make and model. Mention in RFP Required	Bidder can quote some line item (for connectors & converters that doesn't have make and model), of any make / model complying with technical specifications provided in RFP. The product quality should be at par with other equipments and line items quoted and should be compatible with other line items.
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4	12	Scope of work	SECTION III CONDITIONS OF CONTRACT		If it is next to Control table, do we get required place and support from the Bank to place the recorder?	Yes
5	12	Scope of work	SECTION III CONDITIONS OF CONTRACT		Hope the Bank will provide required carpentry support to fix the Chairman Monitor	Yes
6	12	Scope of work	SECTION III CONDITIONS OF CONTRACT		Civil structure support and alteration work to be provided by client.	Yes
7	14	Warranty/Annual Maintenance Contract (AMC)	SECTION III CONDITIONS OF CONTRACT	<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 models and that 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 	Bank to kindly confirm that warranty, support, AMC/ATS 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. All implied warranties are hereby excluded. All patches, upgrades, bug	Please adhere the RFP terms



				<p>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.</p> <ul style="list-style-type: none"> • This warranty shall remain valid for 36 months after the Goods have been installed at the final destination, or for forty-two (42) months after the date of receipt of shipment at the destination, whichever period concludes earlier. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. • Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser. • If the Supplier, having been 	<p>fixes, preventive maintenance will be provided by the OEM.</p>	
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				<p>notified, fails to remedy the defect(s) within a reasonable period, 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.</p> <ul style="list-style-type: none"> • All the parts of items should be covered under comprehensive warranty & AMC without any exception. • If any equipment supplied by the Bidder ceases to work during normal usage while in Warranty, the bidder has to replace the equipment at no cost to the Bank. • Onsite Comprehensive AMC has to be renewed for subsequent 1 year after warranty. 		
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8	15	Insurance	SECTION III CONDITIONS OF CONTRACT	The goods supplied shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes.	Like to have a discussion on Transit Insurance	Discussed in pre bid meeting. No Change, Please adhere the RFP terms
9	15	Insurance	SECTION III CONDITIONS OF CONTRACT	The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery.	Post-delivery, ownership of the Assets will be transferred to Indian Bank. Bidder cannot insure something which we do not own, hence request client to take insurance, Bidder is happy to reimburse the cost	No Change, Please adhere the RFP terms





10	15	Maintenance and Support	SECTION III CONDITIONS OF CONTRACT	<p>1. Breakdown maintenance of equipment (Except Active LED Display): Whenever the fault in the systems is reported, the successful bidder will arrange to rectify within 04 hours of receipt of complaint and if replacement is required, it should be made operational within 08 hours of inspection of fault by replacing/providing standby unit. If the equipment is not made operational within 08 hours, 1% of the cost of the faulty equipment will be treated as the penalty amount for every 8 hours. Maximum Penalty amount for the equipment will be upto the cost of the equipment.</p> <p>2. Breakdown maintenance of Active LED Display (130"): Successful Bidder has to maintain 99 % uptime for the Active LED Display(130") ,which will be calculated on quarterly basis. There shall be</p>	<p>NTT: Bank to kindly confirm that warranty, support, AMC/ATS 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. All implied warranties are hereby excluded. All patches, upgrades, bug fixes, preventive maintenance will be provided by the OEM.</p> <p>Arvind: Request the bank to cap the maximum to 10% of equipment cost</p> <p>Godrej: Response time within 4 hours and Rectification time of</p>	No Change, Please adhere the RFP terms
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				<p>a penalty of 1% of value of the equipment for every 0.1% of the downtime upto 95%. 3. If the uptime of any or all equipment goes below 95% on a quarterly basis, Bank shall have right to cancel the contract and forfeit the Performance Guarantee. Maximum Penalty amount for the equipment will be upto the cost of the equipment. 4. Penalty Amount would be deducted from the AMC/ATS charges payable during the contract period or any subsequent payment due.</p>	<p>24Hours for all equipment except LED wall. · Response time within 4 hours and Rectification time of 4 days for LED wall.</p>	
11	15	Insurance	SECTION III CONDITIONS OF CONTRACT	<p>Insurance: The goods supplied shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks"</p>	<p>Kindly confirm that the Bidder will provide transit insurance upto the Client location. Kindly remove the requirement of the additional 3months insurance and the 0.1% deduction as these are not acceptable.</p>	<p>Successful bidder has to provide the transit insurance up to the installation premises of the Bank.</p>





				<p>basis including War Risks and Strikes.</p> <p>The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery. Any damage happens to the equipment due to non-availability of storage cum erection policy, the supplier has to bear the losses. In case of discrepancy in hardware/software supplied, it is successful bidder's responsibility to replace/repair the equipment immediately even without recourse to the insurance. If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the last date of delivery of goods, then 0.1% of the invoice value will be</p>		<p>No Change, Please adhere the RFP terms</p>
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				deducted from the payment for each insurance.		
12	16	Liquidated Damages	SECTION III CONDITIONS OF CONTRACT	If the Supplier fails to deliver/install any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the Invoice price of Goods & services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract value. If the goods are not delivered/installed in time, the	AGC: If the Supplier fails to deliver/install any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, , deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the Invoice price of Goods & services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract value. If the goods are	No Change, Please adhere the RFP terms





				Bank may consider termination of the contract.	not delivered/installed in time, the Bank may consider termination of the contract. NTT: We request this to be capped at 10% of undelivered Portion and not full contract value . Please confirm that 60 days notice will be given to bidder to remedy before termination becomes active	
13	17	Disclaimer	SECTION III CONDITIONS OF CONTRACT	The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or	The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections	No Change, Please adhere the RFP terms





				<p>damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.</p>	<p>contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.</p>	
14	17	Limitation Liability of	SECTION III OF CONDITIONS OF CONTRACT	<p>Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for</p> <p>a) IP Infringement indemnity. b) Bodily injury (including Death) and damage to real property and tangible property caused by Supplier's gross negligence. For the purpose for the section, contract value</p>	<p>Kindly confirm the revision of the clause: Supplier's aggregate liability under the contract shall be limited to a maximum of 50% the annual contract value. This limit shall not apply to third party claims for</p> <p>a) IP Infringement indemnity related to Bidder services. b) Bodily injury</p>	No Change, Please adhere the RFP terms





				<p>at any given point of time, means the aggregate value of the purchase order placed by bank on the Supplier that gave rise to claim, under this tender.</p> <p>c) Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.</p> <p>For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.</p>	<p>(including Death) and damage to real property and tangible property caused by Supplier's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the Supplier that gave rise to claim, under this tender. 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.</p>	
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15	17	Indemnity Clause	SECTION III CONDITIONS OF CONTRACT	<p>If at the time of the 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 supplier shall indemnify the Bank and keep it indemnified on that behalf.</p>	<p>We request that provisions related to Indemnity be restricted to Third party indemnification claims arising from infringement of IPR in respect of the Services provided by Bidder.</p>	<p>No Change, Please adhere the RFP terms</p>
16	18	Acceptance	SECTION III CONDITIONS OF CONTRACT	<p>Acceptance within 5 days from the date of receipt of the purchase order, the vendor shall sign; affix official stamp and date the duplicate copy of the purchase order and return it to the Bank as a token of having accepted the terms and conditions of the purchase order. Within fifteen (15) days</p>	<p>Any other T&C in PO should be provided in advance for review, in order to be accepted.</p>	<p>Please adhere the RFP terms</p>





				of Purchase Order, the vendor shall sign the Contract Form, Performance Security & Non-disclosure Agreement and return to the Bank.		
17	18	Settlement of Disputes	SECTION III OF CONDITIONS OF CONTRACT	<p>The dispute resolution mechanism to be applied shall be as follows:</p> <p>(a) In case of dispute or difference arising between the Purchaser and a Supplier 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 Purchaser and the Supplier; 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</p>	<p>(a) In case of dispute or difference arising between the Purchaser and a Supplier 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 sole arbitrator to be mutually appointed by the Parties.</p>	<p>No Change, Please adhere to the RFP terms</p>



				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 shall be final and binding on the parties.		
18	18	Patent Rights	SECTION III CONDITIONS OF CONTRACT	The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.	We request that provisions related to Patent rights be restricted to Third party indemnification claims arising from infringement of IPR in respect of the Services provided by Bidder.	No Change, Please adhere the RFP terms
19	18	Intellectual Property Rights	SECTION III CONDITIONS OF CONTRACT	Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the	We request that provisions related to IPR be restricted to Third party indemnification claims arising from infringement of IPR in respect of the Services provided by Bidder.	No Change, Please adhere the RFP terms



				confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.		
20	20	Termination for Convenience	SECTION III CONDITIONS OF CONTRACT	The Purchaser, by 30 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.	AGC: NOT USED NTT : We request this to be amended to, the bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by Bank before completion of 12 Months of the total Contract period (including the notice period). In the event of termination of the Agreement for Bank's	No Change Please adhere the RFP terms





					convenience, Service Provider shall be entitled to receive payment for the all the services rendered (delivered) and ordered up to the effective date of termination.	
21	20	Termination for Convenience	SECTION III CONDITIONS OF CONTRACT	The Purchaser, by 30 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination	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	No Change, Please adhere the RFP terms





				shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: a. to have any portion completed and delivered at the Contract terms and prices; and / or b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.	(iii) costs that may be incurred by Successful bidder, which it is unable to mitigate or recover.	
22	21	Termination for Default	SECTION III OF CONDITIONS OF CONTRACT	d. if the Supplier fails to perform any other obligation(s) under the Contract	c. if the Supplier materially fails to perform any other obligation(s) under the Contract.	No Change Please adhere the RFP terms
23	21	Termination for Default	SECTION III OF CONDITIONS OF CONTRACT	e. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.	d. If the Supplier, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.	No Change Please adhere the RFP terms





24	21	Force Majeure	SECTION III CONDITIONS OF CONTRACT	<p>The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.</p>	<p>The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, , wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p>	<p>No Change Please adhere the RFP terms</p>
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					Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure	
25	21	Termination for default	SECTION III CONDITIONS OF CONTRACT	<p>The Bank, without prejudice to any other remedy for breach of contract, by Thirty (30) days written notice of default sent to the Supplier, may terminate this Contract in whole or in part : c. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; d. if the Supplier fails to perform any other obligation(s) under the Contract. e. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting</p>	<p>Kindly confirm that the Bank may only terminate if at the end of the 30days Bidder is unable to remedy the breach. Further termination shall not affect our rights already accrued under the contract for payment of Goods or Services already provided before the date of termination.</p>	<p>The bank can terminate the contract in whole or part by 30 days written notice to the Supplier in case of breach of the contract. Even if supplier is able to remedy the breach during the 30 days' notice period, Bank reserves the right to terminate the contract.</p> <p>For payment</p>





				of anything of value to influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.		of goods and services, Please adhere the RFP terms
26	28	General	SECTION V PART-I TECHNICAL SPECIFICATIONS		In the SLD the recorder is connected with secondary system only, hope the Primary system also should be connected with recording device	Proposed recorder should be connected to both primary and secondary system.



27	28	General	SECTION V PART-I TECHNICAL SPECIFICATIONS		As per the current design concept, the camera has been provided as the input to HDMI distribution amplifier and Matrix Switcher. This will lead to switching delay associated with EDID and other handshaking protocol. We request you to consider the industry best practice by putting the camera on network and connecting the cameras into a truly seamless video switcher cum recorder.	Please adhere the RFP terms
28	28	General	SECTION V PART-I TECHNICAL SPECIFICATIONS		Kindly clarify the functionality expected from digital microphone.	Functionalities expected are given in the RFP.
29	32	III. 22x Optical zoom 4K PTZ camera	SECTION V PART-I TECHNICAL SPECIFICATIONS	14. Recording Inbuilt SD card recording	Inbuilt SD card recording feature on to the camera to be removed as there is a separate recording item	No Change Please adhere the RFP terms



					already been considered in the BOM	
30	34	VI. Boundary Microphone with or without extension microphone option, it should support auto switching in case of failure without any manual intervention	SECTION V PART-I TECHNICAL SPECIFICATIONS	3. Dimension Diameter - 110mm or less. Height - 18mm or less	Please remove the dimensions as this is proprietor to particular brand and model. Microphone should be able to seamlessly switch to Redundancy/Standby DSP when primary DSP fails: This can be achieved only when Microphone Audio routed to both DSP over DANTE	No Change Please adhere the RFP terms
31	67	Confidential Information	Annexure-VIII NON DISCLOSURE AGREEMENT	1. 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 means all information identified as confidential which is disclosed/furnished by either party to another party in connection with the business transacted/	No Change Please adhere the RFP terms





					to be transacted between the parties	
32	69	Term	Annexure-VIII NON DISCLOSURE AGREEMENT	Notwithstanding the 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.	Notwithstanding the above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable for a further period of 1 year upon expiration or termination of this Agreement.	No Change Please adhere the RFP terms
33		General	SECTION V PART-I TECHNICAL SPECIFICATIONS		Whether the recorder to be placed inside the rack? Or next to Control table?	Recorder to be placed near to the table, material required for mounting the recorder to be supplied by the successful bidder





34		General	SECTION V PART-I TECHNICAL SPECIFICATIONS		If confidence monitor out to be given from the recorder, need clarity on additional Monitor and other cables requirement	Monitor and required cables are to be supplied by the successful bidder.
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