

Date:12/05/2017

Clarifications for the queries raised on RFP.CO:ITD:PG:685:2017-18 Dated 25.04.2017 for "Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Routers, Switches and network equipments".

Clarifications

SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested	Response to Query / Remarks from Bank
1	Section No. 2 Critical Information, Point No. 16	8	Performance security value (Performance Bank Guarantee)	PBG period should be 39 months including claim period	Please adhere to terms
2	Section No. 4.3 Service Expectations , Warranty/Post-Warranty Services Point No. 1	12	The selected bidder shall support the deliverables implemented under the contract under the warranty support for a period of one year and four years post-warranty (AMC/ATS), i.e. total support of 1 year warranty + 4 year post-warranty (AMC/ATS).	Please change the warranty period to 3 years and two years AMC optional	Please adhere to terms
3	Section No. 4.3 Service Expectations ,Annual Maintenance Contract (AMC,)Point No. 3	13	The selected bidder will provide all kind of support pertaining to the deliverables, any associated and bolt-on goods provided to the bank.	The Clause must be amended as follows: The selected bidder will provide all kind of support pertaining to the deliverables, any associated and bolt-on goods provided to the bank. However bidder shall provide bolt-on goods only upon availability of make and model in the market (or by	Please refer to Amendment - 1



Date:12/05/2017

SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested	Response to Query / Remarks from Bank
				OEM).	
4	Section No. 5.2 Pre-Qualification Criteria, Point No. 2	14	The Bidder should have earned Net Profit during last three financial years (FY 2013-14, 2014-15, 2015-16)	Please change the Net profit clause to positive net worth	Please adhere to terms
5	Section No. 5.2 Pre-Qualification Criteria, Point No.3	14	The bidder should have annual turnover of more than Rs.5 Crores during each of the last three financial years (FY 2013-14, 2014-15, 2015-16)	As your requirement is huge, you should ask for Rs. 100 Crores of annual turnover each year so that you get only serious bidders.	Please adhere to terms
6	Section No. 5.2 Pre-Qualification Criteria, Point No.5	14	The Bidder should have supplied and supporting minimum two (2) numbers of chassis based switches in single order during last three years (ending 31.12.2016) to Banks/Financial Institutions/ Government Organizations in India	Request to amendment this clause - The Bidder should have supplied and supporting minimum two (2) numbers of chassis based switches in single order during last three years (ending 31.12.2016] to Banks / Financial institutions/ Corporate Customers/Government Organizations in India.	Please adhere to terms
7	Section No. 6.6 Two Bid system	15	All the documents constituting the Technical Bid should be submitted in hard copy and soft copy except commercial Bid	Request to clarify the Soft copy to be submitted by Mail or any other online portal also for date and time of submission of soft copy of the Technical Bid because the submission of both hard copy and softcopy at the	Please refer Page 16 Para xix for details



Date:12/05/2017

SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested	Response to Query / Remarks from Bank
				same date and time is difficult	
8	Section No. 6.6 Two Bid system, Formation of Technical Bid: Point No. VIII	16	It should include necessary documentation in support of corporate structure, founder and related history of the Bidder Company, ownership structure, and number of years in business and relevant business lines, specific certifications (ISO 17799, BS 7799, etc.)	Can we submit ISO 27001:2013	Yes.
9	Section No. 6.32 Other Terms and Conditions Point No. d)	22	The bidder shall also indemnify Bank against all third party claims of infringement of Intellectual Property Rights, patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.	The following should be added to the existing clause: Bidder shall not indemnify the Bank in cases of (i) Bank's misuse or modification of the equipment/service; (ii) Bank's failure to use corrections or enhancements made available by the bidder; or (iii) Bank's use of equipment/service in combination with any product or information not owned or developed by the bidder.	Please adhere to terms
10	Section No. 6.32 Other Terms and Conditions Point No. f)	22	In the event of any claim asserted by the third party of infringement of Intellectual Property Rights, copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including	The following should be added to the existing clause: Bidder shall not be responsible for such compensation, expenses, court costs, lawyer fees or any costs incurred by the bank in claims arising out of (i) Bank's misuse or modification of the	Please adhere to terms



Date:12/05/2017

SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested	Response to Query / Remarks from Bank
			all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post.	equipment/service; (ii) Bank's failure to use corrections or enhancements made available by the bidder; or (iii) Bank's use of equipment/service in combination with any product or information not owned or developed by the bidder.	
11	Section No. 8.4 Performance Security, Point No. a)	26	Within 15 days from the date of issue of Purchase Order, the supplier shall furnish to the Purchaser the Performance Security equivalent to 10% of the contract amount (exclusive of taxes) in the form of a unconditional and irrevocable Bank Guarantee issued by a Scheduled Commercial Bank (other than Indian Bank) located in India, valid for sixty nine (69) months from the date of acceptance of purchase order (with further one (1) month of claim period), in the format under section 16.	Request you to accept 3yrs BG initially and then extended for further 3 yrs	Please adhere to terms
12	Section No. 8.4 Performance Security, Point No. b)	26	In the event of the Bidder being unable to service the contract for whatever reason, the bank would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever the bank under the contract in the matter, the proceeds of the PBG shall be payable to the bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.	The following should be added to the existing clause: "Prior to making any decision by the Purchaser as to invoking the PBG, a sufficient opportunity to be heard must be given to the Supplier and the same shall be recorded and taken into consideration by the Purchaser. However, if any default is found, the Bank shall give written notice of default to the Bidder with a cure period of 30	Please adhere to terms



Date:12/05/2017

SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested	Response to Query / Remarks from Bank
				days to rectify the default before taking any decision."	
13	Section No. 8.13 Liquidated Damages	28-29	The supplier must strictly adhere to the schedules for completing the assignments. Failure to meet these Implementation schedules, unless it is due to reasons entirely attributable to the bank, may constitute a material breach of the supplier's performance. In the event that the purchaser is forced to levy charges as per section 8.23 and/or cancel an awarded contract (related to this RFP) due to the successful bidder's inability to meet the established delivery dates, the purchaser may take suitable penal actions deemed fit in addition to invocation of performance guarantee.	The following should be added to the existing clause: "Prior to making any decision by the Bank as to levy charges under section 8.23 or cancellation of contract or invoking the PBG or taking any other any penal action, a sufficient opportunity to be heard must be given to the Supplier and the same shall be recorded and taken into consideration by the Purchaser. However, if any default is found, the Bank shall give written notice of default to the Supplier with a cure period of 30 days to rectify the default before taking any decision."	Please adhere to terms
14	Section No. 8.17 Settlement of Disputes	30	<p>a) If any dispute or difference of any kind whatsoever shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.</p> <p>b) If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the purchaser or the supplier may give notice to</p>	<p>The following amendment should be made in the existing Clause:</p> <p>a) If any dispute or difference of any kind whatsoever shall arise between the purchaser and the supplier in connection with or arising out of the</p>	Please adhere to terms



SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested	Response to Query / Remarks from Bank
			<p>the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>c) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.</p> <p>d) Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse.</p> <p>Arbitration proceedings shall be conducted in accordance with the following rules of procedure. 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 contract, 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 the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the</p>	<p>contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.</p> <p>b) If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>c) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.</p> <p>d) Submitting to arbitration may be considered as the first remedy and it does not</p>	



Date:12/05/2017

SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested	Response to Query / Remarks from Bank
			<p>Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.</p> <p>b) 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, both in cases of the Foreign Supplier as well as Indian Supplier, 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.</p> <p>c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be</p>	<p>preclude the Parties to seek redressal/other legal recourse. Arbitration proceedings shall be conducted in accordance with the following rules of procedure, 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 contract, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be undertaken by a sole arbitrator who shall be appointed by mutual agreement between the parties; failing such agreement, by the Court.</p> <p>c) Arbitration proceedings shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p>	



Date:12/05/2017

SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested	Response to Query / Remarks from Bank
			<p>appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.</p> <p>f) Notwithstanding any reference to arbitration herein,</p> <p>i. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and</p> <p>ii. the purchaser shall pay the supplier any monies due to the supplier.</p>	<p>d) The decision of the Sole arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Sole Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.</p> <p>f) Notwithstanding any reference to arbitration herein,</p> <p>i. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and</p> <p>ii. the purchaser shall pay the supplier any monies due to the supplier.</p>	
15	Section No. 8.23 Service Level Agreement (SLA) and Operational Penalties, Table No. 8.2	33	Penalty : Rs.10,000/- per equipment per calendar day or part thereof after 24 Hours from reporting the issue to the supplier	Request to reduce the penalty Charges @5000/- per calendar day	Please adhere to terms



Date:12/05/2017

SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested	Response to Query / Remarks from Bank
	SLAs for the Warranty and Maintenance Phase, Point No.1				
16	Section No. 8.23 Service Level Agreement (SLA) and Operational Penalties, Table No. 8.2 SLAs for the Warranty and Maintenance Phase, Point No.1	33	Measurement : "Resolution time" - within 24 Hours	Requesting to amend : Resolution time:-within 48 Hours since part replacement from OEM will take transit time Minimum 24-48 Hrs	It is clarified that the successful bidder should provide standby equipment if the OEM has not provided remedy within 24 hours
17	Section No. 8.23 Service Level Agreement (SLA) and Operational Penalties, Table No. 8.2 SLAs for the	33	Response Time: 4 Hrs Resolution time: 24 Hrs	Please change the SLAs to Response Time: 8 Hrs Resolution time: 48 Hrs	Please adhere to terms



Date:12/05/2017

SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested	Response to Query / Remarks from Bank
	Warranty and Maintenance Phase, Point No.1				
18	Section No. 8.23 Service Level Agreement (SLA) and Operational Penalties, Point No. d	33	Liquidated damages are capped to a total of 10% of the total contract amount.	Min. LD for delivery and installation should be 0.5% per week to Max. of 5% on undelivered and uninstall items only.	It is clarified that there is no minimum LD. The maximum LD is only capped. Please adhere to terms
19	Section No. 8.23 Service Level Agreement (SLA) and Operational Penalties, Point No. e	33	Penalties will be capped at the cost of the equipment at which the equipment was supplied.	For Services Penalty: 0.5% per week to Max of 5% on the defective item only	Please adhere to terms
20	Section No. 8.26 Limitation of Liability	37	The supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply for i. The penalty or fine which the Government(s) or the regulator(s) may impose / charge to the Bank for the	The following Clause shall be amended as follows: The supplier's aggregate	Please adhere to terms



Date:12/05/2017

SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested	Response to Query / Remarks from Bank
			<p>failure of the successful bidder's services.</p> <p>ii. Any third party claims for</p> <p>a) Intellectual Property Rights Infringement indemnity</p> <p>b) Bodily injury (including Death) and damage to real property and tangible property caused by bidder's gross negligence</p> <p>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 vendor that gave rise to claim, under this tender.</p>	<p>liability under the contract shall be limited to a maximum of 5 % of the contract value. This limit shall also apply for</p> <p>1. The penalty or fine which the Government(s) or the regulator(s) may impose / charge to the Bank for the failure of the successful bidder's services.</p> <p>ii. Any third party claims for</p> <p>a) Intellectual Property Rights Infringement indemnity</p> <p>b) Bodily injury (including Death) and damage to real property and tangible property caused by bidder's gross negligence</p> <p>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 vendor that gave rise to claim, under this tender. Prior to making any decision by the</p>	



Date:12/05/2017

SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP				Query / Changes Requested	Response to Query / Remarks from Bank
							Purchaser as to levying damages, a sufficient opportunity to be heard must be given to the Supplier and the same shall be recorded and taken into consideration by the Purchaser. However, if any default is found, the Purchaser shall give written notice of default to the Supplier with a cure period of 30 days to rectify the default before taking any decision.	
21	Section No. 8.40 Payment terms, Table No. 8.3, Payment Terms for implementation	39	S.No.	Description	Deliverables	Terms of Payment	Please change the payment terms to 90% on delivery and 10% on installation within 30 days	Please adhere to terms
			1	Delivery of all goods, with one year warranty, within the period and at the location specified under the tender and/or	Delivery of all goods with one year warranty	80% of implementation cost of all the deliverables with one year warranty		



Date:12/05/2017

SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP				Query / Changes Requested	Response to Query / Remarks from Bank
				contract				
			2	Installation, Configuration, testing, successful commissioning of all the deliverables	Configuration, Acceptance Test results for all deliverables, delivery of Business Continuity plan, System maintenance plan, Exit management plan, Security policy documents	20% of implementation cost of all the deliverables with one year warranty		
22	Integrity Pact Section No. 11 Other Provisions Point No. (5)	62	Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.				The following Clause shall be amended as follows: Any dispute or difference arising between the parties with regard to the terms of this	Please adhere to terms



SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested	Response to Query / Remarks from Bank
				Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall be subject to arbitration. On any dispute, the parties must appoint a Sole Arbitrator with mutual agreement and failing such agreement, the appointment shall be made by NaniPalkhivala Arbitration Centre (NPAC). The place of arbitration shall be Chennai and language be English.	
23			Delivery and installation period	Delivery period and installation period not given. Delivery period 8-10 weeks Installation period 4-6 weeks	Please refer Page No.16 Clause XVI.
24			Site not ready clause	Site should be ready whenever Indian Bank places order. In case site is not ready, payment has to be released within 15 days	Please adhere to terms
25		New clause	Provision for GST to be added	"Any change in incidence of taxes, new taxes payable due to a change in applicable	Please adhere to terms



Date:12/05/2017

SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested	Response to Query / Remarks from Bank
				taxation law (including, without limitation, introduction of Goods & Services Tax (GST)) shall be billed by the Bidder, and paid by the Purchaser. Further, increase in cost due to any restriction or inadmissibility of credits under the new taxation law or rules (e.g. under GST) or due to change in statutory responsibility to pay tax shall be passed to the Purchaser from the date of such change."	



