

Date: 21.03.2016

# Clarifications/Amendments to the Pre-bid Queries Ref: CO:TMD:BMC:622:2015-16 Dated 08.03.2016- Supply, installation and maintenance of Servers & PCs

S.No	RFQ Clause	Query Raised	Clarification
1.	Page No. 8- Clause No. 6-  Bid Security (Earnest Money Deposit)  The Bidder should furnish, as part of their bid, bid security in the form of a bank guarantee issued by a scheduled commercial Bank located in India for a sum of Rs.50,00,000/-(Rupees Fifty Lakhs only) and valid for 180 days from the last date for submission of Bid, in the format specified in the bid document (format – 3 in Section VI). Bank may seek extension of Bank Guarantee, if required.	The Bidder should furnish, as part of their bid, bid security in the form of a bank guarantee issued by a scheduled commercial Bank located in India for a sum of Rs.25,00,000/-(Rupees Fifty Lakhs only) and valid for135 days instead of 180 days from the last date for submission of Bid, in the format specified in the bid document	Please adhere to tender terms.
2.	Page No. 10- Clause No. 17-  Performance Security  On receipt of notification of award from the Bank, the Successful Bidder shall furnish the Performance security in the Performance Security Form provided in the Bid Document as format 5 in section VI.  Failure of the Successful Bidder to comply with the requirement of signing of Contract and Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security  • Within 15 (fifteen) days from the date of purchase order issued for the project by the Bank, the successful Bidder shall furnish the Performance Security Form for 5 % of total Purchase order value (exclusive of AMC and taxes) in the form of a Bank Guarantee issued by a Scheduled Commercial Bank or	Performance should be taken for 3 yrs & not 5 yrs to cover the warranty period, because as per you clause this excluding AMC prices. Also, banks these days do not give 5 yrs BG.	Please adhere to tender terms.

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	Foreign Bank located in India valid for a period of Sixty nine (69) months with further one month claim period.  • The performance security submitted by the supplier shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.  The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract on receiving the request from the vendor.		
3.	Page No. 11- Clause No. 18-  Awarding of Contract  Purchase order for Supply, installation and maintenance of Servers and PCs under replacement of old Servers and old PCs at Branches/Offices will be issued to lowest quoted (L1) Bidder.	We request Bank to consider splitting orders among 2 vendors (L1 & L2) in the ratio of 60:40.	Please adhere to tender terms.
	Page No.15-Clause No.4.1-  Performance Guarantee  4.1 Within 15 (fifteen) days from the date of purchase order issued for the project by the Bank, the successful Bidder shall furnish the Performance Security Form for 5 % of total Purchase order value (exclusive of AMC and taxes) in the form of a Bank Guarantee issued by a Scheduled Commercial Bank located in India valid for a period of Sixty Nine (69) months with further one month claim period.	Warranty period is for 3 years, we request that validity of Performance security to be changed to 38 months + 1 month claim period. Pl confirm	Please adhere to tender terms.
	Page No. 16- Clause No.7-  Delivery and Documents  Delivery of the goods shall be made by the	The Bank will support vendor on documentation required for obtaining road permits, where applicable. Any govt tax/levies applicable during road	Bank official will sign required documents for obtaining Road Permit which needs to be

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	Supplier in accordance with the terms specified in the Schedule of Requirements. Road permits will not be given / arranged by the purchaser. The supplier has to make his own arrangements to deliver the systems at the destinations.	permit procurement shall be borne/reimbursed by the Bank at actual on production of original proof of tax paid by supplier.	arranged by the successful bidder. Octroi / Entry Tax actually incurred will be reimbursed by the bank on submission of Original Receipt issued by the appropriate authority.
		Require number Desktops to be supplied per branch.  Require branch location address details.	Will be shared with successful bidder.  Please refer point no. 8 of page no. 30 where list of Zones is provided. Exact delivery location will be shared with successful bidder.
6.	Page No. 16- Clause No.8-  Insurance  The goods supplied under the Contract 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.	1) As per standard norms the period of Storage cum Erection Insurance will be till Completion of Installation or 3 months, whichever is earlier. Kindly confirm. The insurance will cease for any machines where Installation is completed. Kindly confirm if this understanding is correct.	Storage cum Erection policy period should be valid for three months from the date of delivery.
5	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 happen to the PCs due to non availability of storage cum erection policy, the supplier has to bear the losses.	2) We are self insured and will provide its own self insurance certificate, covering the risks as per tender terms, if required by Bank.	The supplier should take insurance from the company which is approved by IRDA, to issue policy in India for the purpose mentioned in the tender.
7.	Page No. 17- Clause No. 10.2-  Comprehensive onsite Warranty  10.1 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	We propose the warranty period to be taken as 36 months from installation OR 37 months from delivery whichever is earlier. Request your confirmation.  Amendment required	Please adhere to tender terms.  Please adhere to tender
1	materials unless provided otherwise in the	The warranty shall remain valid for	terms.

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	Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or	38 months from the date of shipment at the destination.	
	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.  10.2 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.  10.3 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.  10.4 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.  10.5 After initial warranty period of 3 years, Onsite	Require location details where the supply and support is required by the bank .	Please refer point no. 8 of page no. 30 where list of Zones is provided. Exact delivery location will be shared with successful bidder. The supply and support is required at branches under these Zones.
	Comprehensive AMC has to be renewed for subsequent 2 years. However, Bank reserves the right to enter into AMC with any other vendor.		

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terms.

Please adhere to tender

 Page No. 17- Clause No. 11-Payment On Delivery:

Eighty (80)% of the Invoice price of the goods delivered will be paid within 30 days of submission of Invoice copy and Proof of delivery duly counter signed by the Purchaser's Representative, Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy. In case of comprehensive transit insurance policy the vendor shall submit the proof from insurer against the goods supplied under the contract.

**On Installation:** Twenty (20)% of the Invoice price will be paid within 30 days on submission of Installation Certificate by the Supplier, duly counter-signed by the Purchaser's Representative. Buyback amount will be deducted from the installation payment on the actual number of old Servers/PCs taken as buyback after successful completion of installation.

Installation Payment may be released, if the systems could not be installed within 3 months

On Delivery: Requesting Ninety (90)o/o of the Invoice price of the goods delivered will be paid within 30 days of submission of Invoice copy and Proof of delivery duly counter signed by the Purchaser's Representative. Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy. In comprehensive transit insurance policy the vendor shall submit the proof from insurer against the goods supplied under the contract.

On Installation: Ten (10)o/o of the Invoice price will be paid within 30 days on submission of Installation Certificate by the Supplier, duly counter-signed by thePurchaser's Representative. Buyback amount will be deducted from the installation payment on the actual number of old Servers/PCs taken as buyback after successful completion of installation

Please adhere to tender terms.





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from the date of delivery, due to reasons attributed to Purchaser i.e. (Indian Bank) on production of Site Not Ready Certificate from the concerned Zonal Office/Branch, where the systems are delivered. In such cases, the supplier has to install the systems as and when required by the Purchaser, free of cost.

Octroi / Entry Tax actually incurred will be reimbursed on submission of Original Receipt issued by the appropriate authority.

The AMC payments are payable yearly in advance at the respective locations where the systems are installed on submission of claim/invoice by the vendor.

In respect of cost of Engineers stationed at Corporate Office, the payment shall be made half yearly in arrears, on submission of invoice.

For all the payments to be made, against Bank Guarantee, the Bank Guarantee shall be issued by a Scheduled Commercial Bank located in India in the format enclosed.

1) Bill submission and Payment release will be from a single centralized location in Corporate Office of Bank. Pl confirm.

Delivery and installation payment will be released from central location.

AMC payments are payable yearly in advance at respective locations where the hardware are installed.

2) For SNR (site not ready) locations, we request , to release the balance 20% payment after one month of delivery of material at site, against SNR certificate from Branches/ZO, Vendor will complete the installation once the site is ready.

Please adhere to tender requirement.





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9. Page No. 18- Clause No. 14-Liquidated Damages

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of the Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the equipments are not delivered in time, the Purchaser may consider termination of the contract. The date of delivery of last item to a location will be taken as the date of delivery for entire set of system to that location, for the purpose of calculation of Liquidated Damages. For delivery/installation, the Liquidated Damages will be calculated on Invoice Value of each set of systems to a location.

Kindly clarify the LD mentioned in Page 18, Clause 14 is applicable only on delay in Delivery of goods and not on Services/Installation.

Liquidated damages are applicable for delivery/ Services/Installation if there is a delay.



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Page No. 19- Clause No. 16- Termination For Default.  16.1 The Purchaser, without prejudice to any other remedy for breach of contract, by 7 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part:	We request to limit the excess costs, for procurement of similar goods and services which were not delivered, to 10% of the contract cost of such goods and services.	Please terms.	adhere	to	tender
a. 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 Purchaser; or					
b. if the Supplier fails to perform any other obligation(s) under the Contract.					
c. if the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.  16.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.	To data convirtam old system to now	Vos			
11 Page No. 22- Clause No. 22-Point No. 6 Installation 6. Copy the data from old Server to new Server	Is data copy from old system to new system need to be carried out for all the quantities mentioned in the rfp?	Yes.			
and old PC to new PC and remove the data from old Server and old PC.	Provide tentative data size to copied from server and Desktop PC .	The da from sy to syste will be respective	stem ( m (Serv availab	Server/Pole	ver/PC) C) and

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				Is data stored in specific folder of the server and PC ? Can we access the data from server and PC from LAN .	The data may be available in different folders in the hard disk. The Existing Servers and PCs are
2 Page No	. 23- Clause No	22		Dogwing Insphire details when the	connected to the Ban branch LAN.
Mainter The Bid engineer systems the sam In resp respond	nance Ider should propers The sat Corpora Supplied. If any End has to be proved The control of the sational site visit and sit	ovide two onsite s te Office to atten ny replacement is red vided same day. places, the Supplic and commence repai	nd the quired, er will ir work	Require location details where the supply and support is required by the bank.	Please refer point no. 8 of page no. 30 of RFP where list of Zones is provided Exact delivery location with be shared with successful bidder. The supply and support is required a branches under these Zones.
on the equipment within 4 hours for Metropolitan cities and 8 hours for other places of being notified of equipment malfunction or alternate solution should be arranged by the supplier for smooth functioning of the Branch. If such occasions are more than 2 times in a month, then Warranty will be extended by a quarter automatically for the particular system.  If any critical component of the entire configuration is out of service for more than two days, the Supplier shall either immediately repair the defective unit or replace it at their own cost. In case vendor fails to comply with the above terms,		The Bidder should provide two onsite support engineers at Corporate Office to attend the systems supplied. If any replacement is required, the same has to be provided by Next Business day. In respect of other places, the Supplier will respond to a site visit and commence repair work on the equipment within 4 hoursfor Metropolitan cities if the Call has been register before 2PM of the day otherwise it will be done by Next working day and 8 Working hours for other places of being notified of	Please adhere to tende terms.		
S.No	Hardware	Penalty Amount per day (in Rs.)		equipment malfunction or alternate solution should be arranged by the supplier for smooth functioning of the	
1.	Server Desktop PC	500/- 100/-		Branch.  We request to change the Maximum	Please adhere to tender
				SLA for supplier to visit the site and commence repair work to NBD (Next Business Day) for all locations, to take care of the travelling time by Engineer.	terms.

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		We request to indicate the Maximum limit for penalty	The Maximum penalty limit for the issues related to service and support after installation of the systems will be 10% of invoice value.
		We request to remove the clause on 'warranty extension', as it will be very difficult to track the warranty extension period of individual machines across all the branches in the country.	Please adhere to tender terms.
		We assume that the maximum period of Warranty extension will be limited to the maximum support period of the product which is 5 years from EOL and clause might come into effect only in case of major technology failure of same part repeatedly. Kindly confirm.	The equipments supplied should not become end of support before 5 years from the date of delivery. It is expected that the hardware quoted are of good quality and do not have frequent faults. As such, the warranty extension is not expected to get extended beyond the End of Support period of hardware.
13	Page No. 24- Clause No. 1- <b>Brief Description</b> Supply, installation and maintenance of Servers and PCs under replacement of old Servers and PCs at Branches/Offices as described in Technical Specification in <b>Annexure I</b> , for replacing 308 old Servers and 3200 old PCs on "as is where is" condition with two on-site support engineers at Corporate Office. The buyback quantity mentioned is for arriving the L1 bidder. However, actual number of buyback may vary based on requirement at the respective branches/offices.	Requesting Old PC's and Old Servers( Buyback PC's and Buyback Servers) Specification and location wise distribution of these assets.	Tentative location and specification are uploaded as separate documents. Actual list will be issued to successful bidder. Further the old Servers and old PCs will be replaced on "as is where is" condition.

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14	Page No. 24- Clause No. 2-  Delivery Schedule  The delivery should be made within five weeks from the date of issue of delivery instruction issued by Corporate Office and installation to be done within four weeks from the date of delivery. In respect of Road Permit locations, additional one week for delivery shall be given.			WE request to change delivery timeline, 7 weeks from the date of issue of delivery istruction by Corporate office and installation within 2 week from the date of installation Instruction issued by Corporate Office/Zonal Offices after delivery date to respective location. In respect of Road Permit locations, additional one week for delivery shall be given. Pl confirm.	terms.	adhere	to	tender
15	Page No. 24- Clause No. 2- Quantity Required Item-wise Quantity intended to be procured is given below:		Request Indian Bank to evaluate and award the contract for Servers & PCs independently and not totally. This will enable Indian Bank to get the best TCO for the products – Servers &	Please terms.	adhere	to	tender	
	S.	Description	Total	PCs, individually. Kindly confirm the				
	No.		Quantity	same.				
	1	Branch Server - Tower	308					
	2	PC	3200					
16	1 No. Quor above Model:	uad Core Intel Xeon E3 123	1 V3 Processor	1 no. Quad core Intel Xeon E3 1231 v3 Processor or above (launched in Q2, 2014)  Or 1 no. Quad core Intel Xeon E5 2430 v2 Processor or above (launched in Q1, 2014)  Kindly note that already E3 12xx v5		_	in	tender
BANK				series is launched in Q4, 2015 with memory support for DD4 RDIMM @ 2133 Mhz. This being the current generation CPU ie E3-1220v5 3.0 Ghz/ 4 core or above , request you to kindly amend the CPU spec so as to remove the older generation CPU and reflect the current one.				9

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17 Page No. 25-26- Specification for Server-Operating System-

Microsoft Windows 2012 R2 64 bit Server Standard Edition with 1 Processor volume license (e-license / paper license) to be supplied and installed. Recovery CD/DVD media to be supplied along with the server.

Does bank require software assurance to be quoted along with the product , Request bank to mention specific part number required for Microsoft products.

Note: If bank needs upgrades, It is Mandatory to have Microsoft software assurance + Microsoft product Following are the part numbers applicable for Microsoft windows 2012 + software assurance.

P73-05758 WinSvrStd SNGL LicSAPk OLP NL 2Proc

Pls note software assurance are valid only for  $2\ \text{years}$  .

Does bank require user CAL or Device CAL , pls specify the quantity requirement per Windows 2012 Std server.

Pls Note MS Windows 2012 r2 64 BIT Server comes with 2 proc license only , request amendment for this specification.

The bidder should provide Operating System related support for Installation/reinstallation/ trouble shooting during warranty and AMC period.

Please read "Microsoft Windows 2012 R2 64 bit Server Standard Edition with 1 Processor volume license (e-license / paper license) to be supplied and installed. Recovery CD/DVD media to be supplied along with the server."

"Microsoft Windows 2012
R2 64 bit Server Standard
Edition with atleast 1
Processor license with 5
Windows Server CAL
Volume License(e-license /
paper license) to be
supplied and installed.
Recovery CD/DVD media
to be supplied along with
the server."

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Date: 21.03.2016 18 Page No. 28- Specification for PC- Ports-We have only 2 \* USB 3.0 ports out Please read "6 USB 3.0 of total 8 USB ports in the desktops. ports of which 2 ports shall 6 USB 3.0 ports of which 2 ports shall be in the Hence request you to modify the be in the front side of CPU" front side of CPU specs as 6\* USB 2.0 Ports (or above) of which 2 ports shall be in front side "2 USB 3.0 ports and 4 of CPU USB 2.0 or above ports. Atleast 2 USB ports shall be in the front side of CPU". 19 Page No. 29- Other Terms and Conditions-Is bank expecting bidder to provide The successful bidder shall Point No. 4software upgrades along with the skill upgrade/update/install/re-Any future releases/upgrades of OS and related support to carry out installation of install all the software system software, firmware of the systems to be software upgradation? provided free of cost by installed/re-installed/upgraded without any Bank/OEM/Bidder without Or financial implications during warranty and AMC Bank will provide upgrade version of any financial implications period. software and expects bidder to during warranty and AMC provide only technical skills to install period. Further, it will be the upgraded version of the software bidder's responsibility to provide support for all If any software and Hardware software supplied along upgrades and updates provided by with the systems. the OEM as free of cost, it should be provided and installed & configured by the selected bidder during Warranty and AMC support [If contracted1. 20 Page No. 30- Section V-Qualification Criteria-2-The bidder should be having Positive Please adhere to tender The bidder should be having Positive Net Worth in Net Worth & Net Profit in each terms. the last three financial years of the bidder. financial year for the last three years of the bidder 21 Page No. 31- Section V-Qualification Criteria-Please adhere to tender Amendment required The bidder should have branches in terms. 8. The Bidder should have Branches in Chennai. Chennai, Delhi, Kolkata and Mumbai Delhi, Kolkata and Mumbai. Further, Bidder should . Further bidder should have have Branches / Service Centre Facilities / branches/service centre facilities Franchises for IT Services in any of 25 places /Franchise for IT services / Field engineers in any of 15 places tabulated below. In case of franchises, copy of contract between the bidder and franchise should tabulated below. In case of field be attached in addition to proof of address. engineers stationed at any of 20 or

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Date: 21.03.2016 above locations, service engineers ID card /letter from HR should be submitted. For office locations proof of address in the form of rent or lease agreement /electricity bill pay/ Telephone bill should be submitted 22 Page No. 30- Section V-Qualification Criteria-5 The Bidder should have supplied The bidder should have The Bidder should have supplied minimum of 100 minimum of 100 Servers in each of supplied minimum of 100 Servers in each of the last two financial years to the two financial years including Servers in any two of the Banks/Financial Institutions/Govt. Organizations in Current financial year ending date of following financial years: India. the bid to Banks/Financial 1. 2013-14 Institutions/Govt. Organizations in 2. 2014-15 India. 3. 2015-16. We would request to amend clause Please adhere to tender Bidder/OEM should have supplied terms. minimum of 100 Servers in each of the last two financial years to Banks/Financial Institutions/Govt. Organizations in India. Kindly request you to amend for 50 Please adhere to tender Servers in each of the last 2 financial terms. vears banks/financial to institutions/govt. organization/private organization in India. OR THE BIDDER / OEM SHOULD HAVE SUPPLIED MINIMUM OF 100 SERVERS IN EACH OF THE LAST 2 FINANCIAL YEARS BANK/FINANCIALINSTITUTIONS/GOV T.ORGANIZATION 23 Page No. 49-50- Part II-The onsite resource should bank to define We request 1) Scope of work for the two (Price Breakup to be submitted by the Bidder after be capable to handle all Online Reverse Auction) resources hardware and software 2) Minimum educational qualification supplied on all bank working days and as and 3) Over all IT experience of each when required in case of resources. if any exigencies. 4)Technical certifications

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Primary

technical

skills



6) Secondary technical skills 7) Service window ( Monday to Friday , 9.30 AM to 5.30 PM )	
table on year wise instead of fixed monthly price calculated upto 5 years.  Example Year 1 ;Total price for 2 Resource Year 2 ;Total price for 2 Resource Year 3 ;Total price for 2 Resource Year 4 ;Total price for 2 Resource Year 5 ;Total price for 2 Resource	New Format uploaded for Part II to be submitted after Online Reverse Auction.
1) , Make and model number , Configuration of Server and PC 2) Branch wise Server and PC quantity 3) Date of purchase of the PC and servers. 4) Monitor type , Monitor size AMC of a product carries both Service tax of 14.5% and VAT of 5.5 % , Bank to consider both the tax components applicable for AMC of both hardware and software	Tentative location and specification are uploaded as separate documents. Actual list will be issued to successful bidder. Further the old Servers and old PCs will be replaced on "as is where is" condition.  The price quoted is inclusive of all Duties, Levies, Freight, Insurance, Delivery, Installation and onsite comprehensive warranty for 3 years, onsite comprehensive AMC for 2 years (exclusive of VAT/CST, Service Tax, Octroi/Entry Tax only) with cost of two on-site support engineers at Corporate Office, less Buyback cost. Octroi/Entry Tax will be reimbursed on submission

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			any, will be deducted as per the applicable rates from the payment.		
		is back to back software support required for Microsoft products? If yes kindly specify the product for which bank is looking for back to back amc support agreements. If AMC is not required for Microsoft products then Microsoft support policies are applicable as per the agreement between Indian Bank and Microsoft.	It will be bidder's responsibility to provide support for all Microsoft		
24	Other queries-General-	As this is a large bid & it's a year end. All the Sis & OEMs are tied up for year end activities. So, please extend this date to 1-2 weeks.	Please adhere to tender terms.		
		New Proposed Clause  Recently most of the large bids like yours, banks are spliting the order between L1 & L2 at L1 price. It also gives a competetition between SI's & you get a better quality service. So, please incorporate the same in your tender.	Please adhere to tender terms.		