

**BANK OF MAHARASHTRA****Request for Proposal for Supply, Implementation & Support for Network Routers & Switches****TENDER REFERENCE # RFP – 182020****Pre-Bid Queries Responses**

<b>Sr. No.</b>	<b>Page #</b>	<b>Point/ Section</b>	<b>Clarification point as stated in the tender document</b>	<b>Comment/Suggestion/Deviation</b>	<b>Bank Response</b>
1	22	Type A - 3.2 - 2	Delivery of related Hardware/ Software and license and deployment of resources at bank premises - 6 weeks from issue of Purchase Order	We request Bank to modify the period as 6 to 8 weeks from issue of Purchase Order. Also, we request Bank to confirm Bank's zonal offices as equipment delivery locations.	No Change in RFP Clause
2	22	Type A - 3.2 - 3	Installation/commission and configuration of Switches/Router and other related software at Bank's locations in branches/offices as per the list provided by bank - 8 weeks from issue of Purchase Order	We request Bank to modify this clause to consider the period as 4 weeks from date of delivery.	No Change in RFP Clause
3	23	Type B - 3.2 - 2	Delivery of related Hardware/ Software and license and deployment of resources at bank premises - 4 weeks from issue of Purchase Order	We request Bank to modify the period as 6 to 8 weeks from issue of Purchase Order.	Please refer corrigendum for change in clause uploaded on Bank Website
4	23	Type B - 3.2 - 3	Installation/commission and configuration of Switches/Router and other related software at Bank's locations in branches/offices as per the list provided by bank - 6 weeks from issue of Purchase Order	We request Bank to modify this clause to consider the period as 2 weeks from date of delivery.	Please refer corrigendum for change in clause uploaded on Bank Website
5	26	4.2 - 16	The Purchase Order may be placed in part or full by the Bank. The quantity or number of equipment to be purchased is only indicative. No guarantee or assurance is being provided hereby as to the exact quantity of equipment to be purchased or the minimum order quantity.	In the absence of firm "minimum order quantity", it will be very difficult for us to get good pricing from OEM. Hence we request Bank to provide firm "minimum order quantity" for each equipment.	No Change in RFP Clause
6	27	4.2 - 18	Bidder should not outsource the contract to sub-contractor. An undertaking to this effect should be submitted by the bidder. However, in case of necessity for outsourcing the contract to sub-contractors, prior written approval by the Bank has to be obtained.	We are planning for subcontracting for onsite support for Branches for which we have very good arrangement in place for India based locations. Required documentation shall be completed on receipt of Purchase order.	No Change in RFP Clause
7	28	4.2 - 32	Bidder shall maintain business continuity, as per agreed business continuity plan.	We request Bank to kindly help with Business Continuity Plan so that it will help in preparing our best proposal.	Detail will be shared with successful bidder

**BANK OF MAHARASHTRA****Request for Proposal for Supply, Implementation & Support for Network Routers & Switches****TENDER REFERENCE # RFP – 182020****Pre-Bid Queries Responses**

<b>Sr. No.</b>	<b>Page #</b>	<b>Point/ Section</b>	<b>Clarification point as stated in the tender document</b>	<b>Comment/Suggestion/Deviation</b>	<b>Bank Response</b>
8	29	4.3 - 2	Replacement of failed hardware should be as per SLA from the time call is lodged.	As per OEM NBD Terms & Conditions	No Change in RFP Clause
9	29	4.3 - 12	Provide for maintenance of Hardware equipment, including preventive maintenance support, as well as repair or replacement activity after a problem has occurred	We request Bank to remove this clause as OEM does not recommend any preventive maintenance.	No Change in RFP Clause
10	30	4.3 - 19	In case bidder fails to provide the RMA of faulty/ damage equipment's penalty of 1% of equipment's cost weekly or part there of maximum 10% of equipment cost will be imposed on bidder.	There seems to be some contradiction for penalty clause. We request Bank to kindly crosscheck this clause with SLA clause mentioned under Section 7.1 1) b) Page 66-67.  We request Bank to consider a penalty of 0.5% of equipment's cost weekly or part there of; maximum 5% of equipment cost. One week is to be considered as 5 working days.	Clauses are self-Explanatory. No Change in RFP Clause
11	32	5.4 - b	The bidder will be in a position to continue to provide AMC services as proposed to Bank for the fourth and fifth year on the sole discretion of the Approval granted by Bank.	We request Bank to kindly elaborate this clause as the signed contract (for 3Yrs warranty and 2 Yrs AMC Support) would already be in place for 2 Yrs AMC Services. We assume that the signed contract will be approval for the bidder to continue for 2 Yrs AMC services after expiry of 3Yrs warranty period.	Please refer corrigendum for change in clause uploaded on Bank Website
12	33	5.4 - h - iii	Quarterly preventive maintenance of all the equipment to be supplied, which shall interlay, includes cleaning of inside and outside of all equipment during warranty period.	We request Bank to remove this clause as OEM does not recommend any preventive maintenance & is not feasible as well	No Change in RFP Clause
13	33	5.4 - h - v	Comprehensive Insurance to cover equipment during transit period and until installation and acceptance of equipment by the Bank; the equipment shall be fully insured in Indian Rupees (INR) naming the Bank as the beneficiary and additional insured.	1. We will be able to provide the Bank with copies of certificate of insurance evidencing the existence of insurance policies; will not be feasible to provide copies of insurance policies. As hardware provided under this RFP will be covered under company's umbrella policy.  2. Our policies are NOT Primary.	No Change in RFP Clause
14	37	5.6 - j	Right to Alter Quantities The Bank reserves the right at the time of award of	In the absence of firm "minimum order quantity", it will be very difficult for us to get good pricing from OEM. Hence	No Change in RFP Clause

**BANK OF MAHARASHTRA****Request for Proposal for Supply, Implementation & Support for Network Routers & Switches****TENDER REFERENCE # RFP – 182020****Pre-Bid Queries Responses**

<b>Sr. No.</b>	<b>Page #</b>	<b>Point/ Section</b>	<b>Clarification point as stated in the tender document</b>	<b>Comment/Suggestion/Deviation</b>	<b>Bank Response</b>
			contract to increase or decrease of the quantity of goods or services or change in location where equipment are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.	we request Bank to provide firm “minimum order quantity” for each equipment. Also, we request Bank to confirm Bank’s zonal offices as equipment delivery locations.	
15	40	5.8 - b	The Bank reserves the right at the time of award of contract to increase or decrease of the quantity of goods or services or change in location where equipment are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.	In the absence of firm “minimum order quantity”, it will be very difficult for us to get good pricing from OEM. Hence we request Bank to provide firm “minimum order quantity” for each equipment. Also, we request Bank to confirm Bank’s zonal offices as equipment delivery locations.	No Change in RFP Clause
16	44	5.20.	Compliance and assurance	We request Bank to kindly provide more clarifications on each of the sub clauses of this clause <b>“5.20 Compliance and assurance”</b>	Clauses are self-explanatory hence no change in clauses.
17	49	5.28 - g - 1 - i	For switches at DC/DR (Type-B Requirement): The system installed must give an uptime of 99.95% on quarterly basis.	We request Bank to modify the uptime criterion for switches at DC/DR (Type-B Requirement) as “99.90% on quarterly basis”.	No Change in RFP Clause
18	49	5.28 - g - 1 - i	Equipment cost + AMC cost till date	We request Bank to consider the penalty computation on quarterly basis by considering SLA (uptime) data/report for that quarter. We request Bank to consider the penalty calculations to base on percentage deviation from the SLA percentage (99.90%) with maximum deviation to be considered for penalty calculations as 10%. We further request Bank to consider the cost factor for penalty calculations as quarterly cost [Equipment cost + AMC cost] of affected product/service line item value only.	No Change in RFP Clause
19	50	5.28 - g - 2	Failure to do same penalty of 0.5% cost of that particular hardware per day.	We request Bank to consider a penalty of 0.5% of equipment’s cost weekly or part there of; maximum 5% of equipment cost. One week is to be considered as 5 working days.	No Change in RFP Clause

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
20	50	5.28 - g - 3 - a	RMA (Return Merchandise Authorization): For switches at DC/DR (Type-B Requirement):	We request Bank to remove this penalty clause (which is conflicting with SLA clause) as the same is getting covered under proposed SLA of 99.90%.	No Change in RFP Clause
21	65/ 66	7.1 - a	The bidder shall guarantee a 24x7x365 availability with monthly uptime of 99.96% for the solution (Type-B requirement) as specified in Scope of Work, during the period of the Contract and also during ATS, if contracted, which shall be calculated on quarterly basis.	We request Bank to modify this clause as under : “The bidder shall guarantee a 24x7x365 availability with <b>quarterly</b> uptime of <b>99.90%</b> for the solution (Type-B requirement) as specified in Scope of Work, during the period of the Contract and also during ATS, if contracted, which shall be calculated on quarterly basis”	Please refer corrigendum for change in clause uploaded on Bank Website.
22	68	7.5	Overall cap for penalties including liquidated damages will be 10% of effected Product / Service line item value.	We request Bank to consider following correction in the clause: “Overall cap for penalties including liquidated damages will be 10% of <b>affected</b> Product / Service line item value”	No Change in RFP Clause.
23	69/ 70	<b>8. Payment Terms</b> AMC, ATS Services Costs:	<b>AMC, ATS Services Costs:</b> <ul style="list-style-type: none"> <li>The annual amount to be paid towards AMC/ATS would be divided into 4 equal instalments, to be paid quarterly at the end of each quarter.</li> </ul>	We request Bank to change the referred clause as under: <b>“AMC, ATS Services Costs:</b> The annual amount to be paid towards AMC/ATS would be paid yearly in advance”	No Change in RFP Clause.
24	79	Annexure 1 - B-1	B.1) Technical and Functional Requirements for Type-B ACI Leaf Switches. (SNTC-24X7X4 Nexus 9300 with 48p)	This specification indicates the requirement of five year warranty whereas the other sections of this RFP indicate requirement of 3Yrs warranty. Please clarify.	Clauses are self-explanatory hence no change in clauses.
25	79	Annexure 1 - B-2	B.2) Technical and Functional Requirements for Type-B ASR Interface Card. (SNTC-24X7X4 8-Port Gigabit Enet Shared Pt Adptr)	This specification indicates the requirement of five year warranty whereas the other sections of this RFP indicate requirement of 3Yrs warranty. Please clarify.	Clauses are self-explanatory hence no change in clauses.
26	25	4.2 - 8	Bidder shall ensure that all supplies (hardware, software etc.) must not be End-of-Support for at least 7 years from the date of purchase order The bidder has to submit a letter of undertaking from the OEM on OEM's Letterhead confirming	The standard lifecycle of a technology product is stipulated to be 5 years due to rapid developments in the technology. 7 year support is dependent on a lot of external market factors. Request the bank to revise the support term to 5 years to ensure effective technology turn-around and optimized experience for the bank.	Please refer corrigendum for change in clause uploaded on Bank Website.

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
				<b>Please modify the clause as below:</b> Bidder shall ensure that all supplies (hardware, software etc.) must not be End-of-Support for at least 5 years from the date of purchase order The bidder has to submit a letter of undertaking from the OEM on OEM"s Letterhead confirming	
27	25	4.2 - 8	(ii) The products shall not be End-of-Support for at least 7 years from the date of purchase order of the same. However, if for reasons beyond the control of OEM/Bidder, the End-of-Support dates are declared by the OEM during the contract period and if those dates are prior to the date of end of contract period, the bidder has to arrange for the replacement of Network Devices with equivalent or higher specifications which will not reach End-of-Support for the remaining duration of the contract at no extra cost to the Bank. This replacement must be completed 6 months prior to the date of End-of-Support of the current Switch models.	The standard lifecycle of a technology product is stipulated to be 5 years due to rapid developments in the technology. 7 year support is dependent on a lot of external market factors. Request the bank to revise the support term to 5 years to ensure effective technology turn-around and optimized experience for the bank. <b>Please modify the clause as below:</b> (ii) The products shall not be End-of-Support for at least 5 years from the date of purchase order of the same. However, if for reasons beyond the control of OEM/Bidder, the End-of-Support dates are declared by the OEM during the contract period and if those dates are prior to the date of end of contract period, the bidder has to arrange for the replacement of Network Devices with equivalent or higher specifications which will not reach End-of-Support for the remaining duration of the contract at no extra cost to the Bank. This replacement must be completed 6 months prior to the date of End-of-Support of the current Switch models.	Please refer corrigendum for change in clause uploaded on Bank Website.
28	27	4.2 -22	Software support and development (i.e. products updates, upgrades & patches) to be made available for a minimum of 7 years from the date of purchase order.	OEM EOS policy states that the software development is stopped one year after the end of sale of the product. After that, for 3 years OEM Engineering may release a planned maintenance release or scheduled software remedy for a security vulnerability issue. Request the bank to please modify/remove this point	Please refer corrigendum for change in clause uploaded on Bank Website.
29	25	4.2 Project Scope	4. All the licenses shall be perpetual. There should not be any limitation on the number of applications and users using the solution. Other specific condition	Bidder suggests the section be revised as under;	No Change in RFP Clause.

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
			<p>may be refer from technical document attached as Annexure-1.</p> <p>5. The network equipment's should be provided with on-site comprehensive warranty and AMC/ATS as mentioned in section 3.1 above and subsequently the Bidder shall provide the AMC/ATS support for the additional 2 years.</p> <p>6. The network devices supplied should be integrated seamless as per Bank requirements with existing network equipment's already installed/functioning in Data centre, branches and various offices across PAN India</p>	<p>4. All the licenses shall be perpetual. There should not be any limitation on the number of applications and users using the solution. Other specific condition may be refer from technical document attached as Annexure-1.</p> <p>5. The network equipment's should be provided with on-site comprehensive warranty and AMC/ATS as mentioned in section 3.1 above and subsequently the Bidder shall provide the AMC/ATS support for the additional 2 years.</p> <p>6. The network devices supplied should be integrated <del>seamless</del> as per Bank requirements with existing network equipment's already installed/functioning in Data centre, branches and various offices across PAN India</p>	
30	26	4.2 Project Scope	9. The switches shall include all components and subcomponents including power cables, accessories and hardware/software licenses (required for commissioning of the Product as a part of RFP) and shall be supplied by the bidder at no extra cost to the Bank.	<p>Bidder suggests the section be revised as under;</p> <p>9. The switches shall include all components and subcomponents including power cables, accessories and hardware/software licenses (required for commissioning of the Product as a part of RFP) and shall be supplied by the bidder at <del>a mutually agreed</del> <del>no extra</del> cost to the Bank.</p>	No Change in RFP Clause.
31	27	4.2 Project Scope	20. All products updates, upgrades & patches should be provided by the bidder free of cost during entire contract period.	<p>Bidder suggests the section be revised as under;</p> <p>20. All products updates, upgrades &amp; patches should be provided by the bidder <del>free on a mutually agreed of</del> cost during entire contract period.</p>	No Change in RFP Clause.
32	28	4.3 Warranty/AMC/ATS Support Service	1. The bidder to provide On-site, comprehensive warranty for a period of 3 years and AMC for 2 years after expiry of warranty period for all equipment's procured under this RFP. Warranty of the network equipment's will start as mentioned in sec 2.3 above. The warranty also includes all software subscriptions (critical hot fixes, service packs, and all upgrades/updates) of all components supplied as part of solution.	<p>Bidder suggests the section be revised as under;</p> <p>1. The bidder to provide On-site, comprehensive warranty for a period of 3 years and AMC for 2 years after expiry of warranty period for all equipment's procured under this RFP. Warranty of the network equipment's will start as mentioned in sec 2.3 above. The warranty also includes all software subscriptions (critical hot fixes, service packs, and all <del>upgrades</del>/updates) of all components supplied as part of solution.</p>	No Change in RFP Clause.

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
			<p>3. Software /Firmware updates and upgrades during period of warranty and AMC should be done at no additional cost to Bank.</p> <p>8. Any corruption in the software or media shall be rectified during the full period of the contract including Warranty and AMC, if contracted, at no extra cost to the Bank.</p> <p>15. The Bidder further warrants that all the Goods supplied under as part of this RFP shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Bank's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.</p>	<p>3. Software /Firmware updates and upgrades during period of warranty <del>and AMC</del> should be done at no additional cost to Bank.</p> <p>8. Any corruption in the software or media shall be rectified during the full period of <del>the contract including</del> Warranty <del>and AMC</del>, if contracted, at no extra cost to the Bank.</p> <p>15. The Bidder further warrants that all the Goods supplied under as part of this RFP shall have no <del>known</del> defect arising from design, materials or workmanship (except when the design and/or material is required by the Bank's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.</p> <p><u>BIDDER shall have no liability in the case of breach of the above warranties due to (i) use of the deliverables on any environment (hardware or software) other than the environment recommended or approved by BIDDER, (ii) the combination, operation, or use of some or all of the deliverables with information, software, specifications, instructions, data, or materials not approved by BIDDER; (iii) the deliverables having been tampered with, altered or modified by Bank without the written permission of BIDDER or (iv) use of the deliverables otherwise than in terms of the relevant documentation. In case of breach of this warranty, Bank's exclusive remedy will be to obtain at the option BIDDER (1) the re-performance of the service or the correction or replacement of the affected deliverable that provides substantially similar</u></p>	

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
				<p><u>functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the project fees allocable to that portion of the deliverable will be due to Bank if already paid by Bank.</u></p> <p><u>(d) THE WARRANTIES PROVIDED HEREIN ABOVE BY BIDDER ARE IN LIEU OF ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THAT OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE IS SPECIFICALLY DISCLAIMED BY BIDDER.</u></p> <p><u>Notwithstanding anything contained in this Agreement, with respect to any third party software or component including equipments (irrespective of whether procured by BIDDER or by Bank), the warranties, representations, indemnities and other license terms and conditions provided by the concerned third party will apply.</u></p>	
33	33	5.4 Commer cials  5.4 (g)	g) The insurance shall be for an amount equal to 110% of the total value of equipment on "all risks" basis, including war risks and theft and robbery and flood clauses, valid till the bank accepts the equipment. This will be applicable for the period of the contract.	<p>The insurance (as more particularly dealt with in Clause 11.12) shall be for an amount equal to 110% of the total value of equipment on "all risks" basis, including <del>war risks</del> and theft and robbery and flood clauses, valid for a period up to delivery, supervision of commissioning and acceptance of the equipment by Bank; and <b>(War risks are an absolute exclusion in property insurance)</b></p>	No Change in RFP Clause.
34		5.6 Changes to the RFP	o) The Bank shall inform the Bidder all breaches and claims of indemnification and shall grant the Bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the Bidder). The written demand by the Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder	<p>Bidder suggests the section be revised as under;</p> <p>o) The Bank shall inform the Bidder all breaches and claims of indemnification and shall grant the Bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the Bidder). <del>The written demand by the Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand</del></p>	No Change in RFP Clause.



**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
			shall be liable to pay on demand the actual amount of such loss /damages caused to the Bank.	<del>the actual amount of such loss /damages caused to the Bank.</del>  <u>Shall be detailed in Section This shall be as revised in Section 5.24 -Indemnity.</u>	
35		5.6 Changes to the RFP	p) In respect of demands levied by the Bank on the Bidder towards breaches, claims, etc. the Bank shall provide the Bidder with details of such demand levied by the Bank. However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc., that the Bidder is expected to provide as per the RFP.	Bidder suggests the section be revised as under; p) In respect of demands levied by the Bank on the Bidder towards breaches, claims, etc. the Bank shall provide the Bidder with details of such demand levied by the Bank. However, there are other indemnities such as indemnity for IPR violation, <del>confidentiality breach</del> , etc., that the Bidder is expected to provide as per the RFP.	No Change in RFP Clause
36		5.6 Changes to the RFP	q) Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.	Bidder suggests the section be revised as under; q) Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. <del>However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.</del>  <u>Any claims by Regulatory authorities shall be settled by Bidder, provided if the lapses are solely and entirely attributable to Bidder.</u>	No Change in RFP Clause
37	40	5.11 IT ACT	The Successful Bidder shall ensure that the solution is complied with all the regulatory guidelines of GOI/ RBI and also adheres to requirements of IT Act 2000 (with amendment from time to time) and amendments thereof. A self-declaration to this effect needs to be submitted by the SI for Integration with existing SIEM Solution: The Solution shall be integrated seamlessly with the Bank's existing SIEM Solution. As required by	Bidder suggests the section be revised as under;  The Successful Bidder shall ensure that the solution is complied with all the regulatory guidelines of GOI/ RBI and also adheres to requirements of IT Act 2000 (with amendment from time to time) and amendments thereof. A self-declaration to this effect needs to be submitted by the SI for Integration with existing SIEM Solution: The Solution shall be integrated <del>seamlessly as per agreed scope</del> with the Bank's existing SIEM Solution. As required by	No Change in RFP Clause

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
			<p>Bank, the SI and the OEM shall provide all the required information and data for integrating with SIEM.</p> <p>The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2000 / Amendment 2008 and subsequent amendment or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source</p>	<p>Bank, the SI and the OEM shall provide all the required information and data for integrating with SIEM.</p> <p><del>The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2000 / Amendment 2008 and subsequent amendment or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.</del>  <u>This shall be as revised in Section 5.24 -Indemnity.</u></p>	
38	41	5.15 Compliance with All Applicable Laws	<p>The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force in India or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them</p> <p>and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p> <p>Compliance in obtaining approvals/permissions/licenses: The bidder shall</p>	<p>Bidder suggests the section be revised as under;</p> <p>The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force in India or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them</p> <p>and all purposes of this tender and shall <del>indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against</del> <u>settle</u> all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p>	No Change in RFP Clause.

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
			<p>promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.</p> <p>This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.</p>	<p>Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall <del>indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against</del> settle all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.</p> <p>This <del>indemnification</del> settlement is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. <del>Indemnity</del> settlement would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. <del>However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.</del></p>	
39	42	5.17 (b) Ownersh ip, Grant	The bank reserves the right to use the excess capacity of the proposed solution equipment, licenses and other infrastructure supplied by the Bidder for any internal use of the Bank or its	<p>TCS INTERNAL: Delivery team to review this entire section.</p> <p>Bidder suggests the section be revised as under;</p>	No Change in RFP Clause.

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
		and Delivery	<p>affiliates, subsidiaries or regional rural bank at no additional cost. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the proposed solutions equipment, licenses and infrastructure by the Bank.</p> <p>Further the Bidder also agrees that such use will not infringe or violate any license or other requirements.</p>	<p>The bank reserves the right to use the excess capacity of the proposed solution equipment, licenses and other infrastructure supplied by the Bidder for any internal use of the Bank or its affiliates, subsidiaries or regional rural bank at <del>no a mutually agreed</del> additional cost <u>and written consent of the Bidder</u>. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the proposed solutions equipment, licenses and infrastructure by the Bank.</p> <p>Further the Bidder also agrees that such use, <u>subject to above</u>, will not infringe or violate any license or other requirements.</p>	
40	43	5.18 Inspection	<p>“The bidder shall further be liable to applicable penalties as per termination clause. The Bidder shall ensure that all costs associated with insurance from the date of transfer of title till the final acceptance by the Bank will be borne by the Bidder and the asset insured in the name of the Bank. The Bidder shall provide the insurance certificates for insurance of the ‘Bidder Supplied Equipment’ to the Bank along with supply of Equipment”.</p>	<p>1. We will be able to provide the Bank with copies of certificate of insurance evidencing the existence of insurance policies; will not be feasible to provide copies of insurance policies. As hardware provided under this RFP will be covered under company’s umbrella policy.</p> <p>2. Our policies are NOT Primary.</p>	No Change in RFP Clause.
41	44	5.19 Inspection Certificate	<p>On successful completion of inspection testing i.e. receipt of deliverables, installation &amp; configuration of the proposed solution etc. and the Bank is satisfied with the working on the system, the inspection certificate will be jointly prepared with</p>	<p>Bidder suggests the section be revised as under;</p> <p>On successful completion of inspection testing i.e. receipt of deliverables, installation &amp; configuration of the proposed solution etc. and the <del>Bank is satisfied with the</del> working on the system <u>is as per agreed scope</u>, the</p>	No Change in RFP Clause.

**BANK OF MAHARASHTRA****Request for Proposal for Supply, Implementation & Support for Network Routers & Switches****TENDER REFERENCE # RFP – 182020****Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
			<p>the selected Bidder at the time of the execution of the project.</p> <p>The date on which such certificate is signed by the Bank shall be deemed to be the date of acceptance of the system and the Warranty of the system starts from that date.</p>	<p>inspection certificate will be jointly prepared with the selected Bidder at the time of the execution of the project.</p> <p>The date on which such certificate is signed by the Bank shall be deemed to be the date of acceptance of the system and the Warranty of the system starts from that date.</p> <p><u>Each deliverable delivered by BIDDER, subject to the mutually agreed acceptance criteria shall be reviewed and accepted by Bank within a period of five days from the date of delivery. The review comments shall be provided within a period of five working days from the date of delivery. All deliverables will be deemed accepted by Bank on successful closure of all review comments, whereupon Bank shall provide the sign-off letter/inspection certificate to BIDDER. However, if Bank does not provide any review comments within the above mentioned period of five days, then notwithstanding anything contained herein, the deliverables shall be deemed to be unconditionally and absolutely accepted by Bank at the end of the fifth day allotted for provision of such review comments, whether Bank provides such sign-off letter/ inspection certificate to BIDDER or not and BIDDER shall be entitled to receive the charges due on acceptance. The deliverables shall also be deemed to be accepted by the Bank in case of commercial utilization of the deliverables by the Bank. However, if Bank provides the review comments within the above mentioned period of five days and BIDDER arrives at a successful closure of review comments, then the deliverables shall be deemed to be unconditionally and absolutely accepted by Bank at the time of the successful closure of the last review comment</u></p>	

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
				<u>whether Bank provides such sign-off letter/ inspection certificate to BIDDER or not and BIDDER shall be entitled to receive the charges due on acceptance. All costs and expenses of correction and resubmission of the deliverables shall be to the account of BIDDER if the defects or non conformities are due to any reasons attributable to BIDDER. In all other cases, BIDDER shall be granted additional time for completing the work to be mutually agreed to between the parties and shall also be reimbursed by Bank of all additional charges, costs and expenses if any incurred by complying with the requirements of this clause.</u>	
42	44	5.20 Compliance and assurance	e. SI shall submit within 10 days from signing of this agreement, an Application Integrity Statement from application system vendor providing reasonable level of assurance about the application being free of malware at the time of sale, free of any obvious bugs and free of any covert channels in the code.	Bidder suggests the section be revised as under;  e. SI shall submit within 10 days from signing of this agreement, an Application Integrity Statement from application system vendor providing reasonable level of assurance about the application being free of <u>any known</u> malware at the time of sale, free of any obvious bugs and free of any <u>known</u> covert channels in the code.	No Change in RFP Clause.
43	44	5.21 Assignment	Bank may assign the proposed solution equipment and related software provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the AMC services to any of the sub-contractors, at its sole option, upon the occurrence of the following:	Bidder suggests the section be revised as under;  Bank may assign the proposed solution equipment and related software provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the AMC services to any of the sub-contractors, at its sole option <u>by prior written notification to Bidder</u> , upon the occurrence of the following:	No Change in RFP Clause

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
44	45	5.22 Insurance	"It is usual for Bidders to have name of their customers endorsed as additional insured /beneficiary and provide a copy of the policy to the customers".	1. We will be able to provide the Bank with copies of certificate of insurance evidencing the existence of insurance policies; will not be feasible to provide copies of insurance policies. As hardware provided under this RFP will be covered under company's umbrella policy.  2. Our policies are NOT Primary.	No Change in RFP Clause
45	46	5.23 Order Cancellation	ix. The progress regarding execution of the contract by the bidder is unsatisfactory  xi. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the bank may give a 30 days cure period. Thereafter, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract  In addition to the cancellation of Purchase order, the Bank reserves the right to invoke the Performance Bank Guarantee submitted by the bidder to recover the damages, or any consequential damages without prejudice to other rights of the Bank to recover the damages, liabilities or consequential damages.	Bidder suggests the section be revised as under;  ix. The progress regarding execution of the contract by the bidder is <u>unsatisfactory not as per agreed scope.</u>  xi. After the award of the contract, if the selected bidder does not perform <u>satisfactorily as per agreed scope</u> or delays execution of the contract, the bank may give a 30 days cure period. Thereafter, if the selected bidder does not perform <u>satisfactorily as per agreed scope</u> or delays execution of the contract, <u>due to reasons solely and entirely attributable to Bidder</u> , the Bank reserves the right to get the balance contract executed by another party of its choice. <u>In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract</u>  <u>In addition to the cancellation of Purchase order, the Bank reserves the right to invoke the Performance Bank Guarantee submitted by the bidder to recover the damages, or any consequential damages without prejudice to other rights of the Bank to recover the damages, liabilities or consequential damages.</u>	No Change in RFP Clause
46	47	5.24 Indemnity	a) SI shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and	Bidder suggests the section be revised as under;	No Change in RFP Clause

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
			<p>other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from:</p> <p>(i) an act or omission of the SI, its employees, its agents, or employees of the consortium in the performance of the services provided by this Agreement,</p> <p>(ii) breach of any of the terms of this Agreement and amendments thereof or</p> <p>breach of any representation or warranty by the SI,</p> <p>(iii) use of the provided Solution and/ or facility provided by the SI,</p> <p>(iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the Solution requirement.</p> <p>b) The SI shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipment at all points of time, provided however,</p> <p>(i) the Bank notifies the SI in writing immediately on aware of such claim,</p> <p>(ii) the SI has sole control of defense and all related settlement negotiations,</p> <p>(iii) the Bank provides the SI with the assistance, information and authority reasonably necessary to perform the above, and</p> <p>(iv) the Bank does not make any statement or comments or representations about the claim</p>	<p>a) SI shall indemnify, protect and save the Bank and hold the Bank harmless from and against all <u>third-party</u> claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly <del>or indirectly</del> from:</p> <p><del>(i) an act or omission of the SI, its employees, its agents, or employees of the consortium in the performance of the services provided by this Agreement,</del></p> <p><del>(ii) breach of any of the terms of this Agreement and amendments thereof or</del></p> <p><del>breach of any representation or warranty by the SI,</del></p> <p>(iii) use of the provided Solution and/ or facility provided by the SI,</p> <p>(iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the Solution requirement.</p> <p>b) The SI shall further indemnify the Bank against any loss or damage arising out of <del>loss of data, any third-party</del> claims of infringement of third-party copyright, patents, or other intellectual property, <del>and third party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipment at all points of time, provided however,</del></p> <p>(i) the Bank notifies the SI in writing immediately on aware of such claim,</p> <p>(ii) the SI has sole control of defense and all related settlement negotiations,</p> <p>(iii) the Bank provides the SI with the assistance, information and authority reasonably necessary to perform the above, and</p>	



**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
			<p>without prior written consent of the SI, except under due process of law or order of the court. It is clarified that the SI shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and SIs) rights, interest and reputation.</p> <p>c) The SI shall indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <p>(i) Non-compliance of the SI with Laws / Governmental Requirements</p> <p>(ii) IP infringement</p> <p>(iii) Negligence and misconduct of the SI, its employees, and agents</p> <p>(iv) Breach of any terms of this Agreement or the Agreement and amendments thereof or Representation made by the SI</p> <p>(v) Act or omission in performance of service.</p> <p>(vi) Loss of data due to SI provided facility provided the loss can directly and solely be attributable due to services provided by SI</p> <p>d) Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.</p>	<p>(iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the SI, except under due process of law or order of the court. It is clarified that the SI shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and SIs) rights, interest and reputation.</p> <p><del>€) The SI shall indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</del></p> <p><del>(i) Non-compliance of the SI with Laws / Governmental Requirements</del></p> <p><del>(ii) IP infringement</del></p> <p><del>(iii) Negligence and misconduct of the SI, its employees, and agents</del></p> <p><del>(iv) Breach of any terms of this Agreement or the Agreement and amendments thereof or Representation made by the SI</del></p> <p><del>(v) Act or omission in performance of service.</del></p> <p><del>(vi) Loss of data due to SI provided facility provided the loss can directly and solely be attributable due to services provided by SI</del></p> <p>d) Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. <del>However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.</del></p> <p><u>BIDDER shall have no liability for any claim of infringement based on: (i) use of a superseded or altered</u></p>	

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
				<p><u>release of some or all of the deliverables including, but not limited to, Bank's failure to use corrections, fixes, or enhancements made available by BIDDER; (ii) the combination, operation, or use of some or all of the deliverables or any modification thereof furnished under this Agreement with information, software, specifications, instructions, data, or materials not furnished by BIDDER if the infringement would have been avoided by not combining, operating, or using the Deliverables or the modification thereof; (iii) some or all of the Deliverables or the modification thereof, which is based on Bank's material, data or design; (iv) any change, not made by BIDDER, to some or all of the deliverables or any modification thereof or (v) use of the deliverables otherwise than for the purposes authorized hereunder.</u></p> <p><u>If any of the deliverables is held or is believed by BIDDER to infringe, BIDDER shall have the option, at its expense, to (i) modify the deliverables so as to make it non-infringing, (ii) obtain for Bank a license to continue using the deliverables, or (iii) terminate the license for the infringing part of the deliverables and refund a pro rata portion of the fees paid for that portion of deliverables, subject to straight line depreciation over a 5 year period. This clause provides for BIDDER's entire liability and Bank's exclusive remedy for claims of infringement of intellectual property rights related to the deliverables.</u></p> <p><u>Indemnity by Bank</u>  <u>Bank warrants to BIDDER that the software, materials, and other assistance ('Bank materials') supplied by Bank to BIDDER for the purpose of execution of the terms of the Agreement are either Bank owned properties or are properties obtained by Bank under proper intellectual</u></p>	

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
				<p><u>property licenses. Bank further warrants that the said software, material and other information, to be provided by Bank shall not infringe the intellectual property rights, proprietary rights or any other property rights of any party. If the Bank materials supplied by Bank are found to infringe the intellectual property rights of any party, then Bank shall hold harmless and indemnified BIDDER, against all claims and actions associated with such infringement, including without limitation the attorney fees spent by BIDDER in defending such actions and claims, and any compensation that may be paid by BIDDER to settle such claim either in satisfaction of a court decree or otherwise. This clause shall survive the termination of this Agreement.</u></p> <p><u>Bank will indemnify, defend and hold BIDDER harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of BIDDER arising out of the use or possession of the facilities/equipment or location of the Bank by BIDDER or its personnel, unless caused by the negligence of BIDDER personnel and the limitation of liability provided herein shall not apply to such loss, injury, claim or damages.</u></p>	
47	48	5.25 Inspection of Records	All Bidder records with respect to any matters covered by this tender shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be	<p>Bidder suggests the section be revised as under;</p> <p>All Bidder records with respect to any matters covered by this tender shall be made available to the Bank or its designees at any time during normal business hours, <u>subject to confidentiality and security instructions of Bidder</u>, as often as the Bank deems necessary, <u>however note more than once in six months</u>, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. The cost of the audit will be</p>	No Change in RFP Clause

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
			excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.	borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.	
48	48	5.26 Publicity	Any publicity by the Bidder in which the name of the Bank is to be used shall be done only with the explicit written permission of the Bank.	Bidder suggests the section be revised as under;  Any publicity by the Bidder in which the name of the Bank is to be used shall be done only with the explicit written permission of the Bank, <u>however either party shall have right to disclose other party and about this agreement in its quarterly/ yearly fillings and press briefings ..</u>	No Change in RFP Clause
49	48	5.27 Solicitation of Employees	Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees.....of employment discussions with the other party.	Bidder suggests the section be revised as under;  Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and <del>one</del> <u>two</u> years thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and <del>one</del> <u>two</u> years thereafter, neither party will cause or permit any of its directors or employees.....of employment discussions with the other party.	No Change in RFP Clause
50	48	5.27 Solicitation of Employees	Solicitation of Employees - Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter,	We request Bank to remove following sub clause from 5.27:  “(ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation”	No Change in RFP Clause

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
			neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.		
51	49	5.28 Penalty	<p>a) The Bank expects the Bidder to complete the scope of the project as mentioned in section 4.2 - scope of work of this document within the timeframe specified in Section 3.2 Project Timelines of this document. Inability of the Bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause.</p> <p>c) The proposed rate of penalty would be 1 % of the of value of affected service or product per week of non-compliance to delivery, the service levels for every Percentage below the expected levels of service, for that particular service. Overall cap for penalties will be 10% of the contract value.</p>	<p>Bidder suggests the section be revised as under;</p> <p>a) The Bank expects the Bidder to complete the scope of the project as mentioned in section 4.2 -scope of work of this document within the timeframe specified in Section 3.2 Project Timelines of this document. Inability of the Bidder to either provide the requirements as per the scope or to meet the timelines as specified, <u>due to reasons solely and entirely attributable to Bidder,</u> would be treated as breach of contract and would invoke the penalty clause.</p> <p>c) The proposed rate of penalty would be <u>0.5% ± %</u> of the of value of affected service or product per week of non-compliance to delivery, the service levels for every percentage below the expected levels of service, for that particular service. Overall cap for penalties will be <u>10 5%</u> of the <u>contract value of the delayed goods and services.</u></p>	No Change in RFP Clause.

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
			<p>Thereafter, the contract may be cancelled and amount paid if any, will be recovered with 1.25%interest per month. The bank also has the right to invoke the performance guarantee. Refer to Annexure 25 – Commercial Bill of Materials for cost of the product and services; also refer to section 2.3.1 for project timelines.</p> <p>d) Inability of the Bidder to provide services at the service levels defined would result in breach of contract and would invoke the penalty clause. Refer to section 7 for service levels and service credits</p> <p>e) Notwithstanding anything contained above, no such penalty will be chargeable on the Bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.</p> <p>f) Notwithstanding what is mentioned hereinabove or anywhere else in the tender, the maximum amount that may be levied by way of penalty shall on no account exceed 10 % of the Total Contract value and the contract value will be determined at the time of contract finalization.</p>	<p>Thereafter, the contract may be cancelled and <u>advance</u> amount paid if any, will be recovered. <del>with 1.25%interest per month.</del> The bank also has the right to invoke the performance guarantee. Refer to Annexure 25 – Commercial Bill of Materials for cost of the product and services; also refer to section 2.3.1 for project timelines.</p> <p>d) Inability of the Bidder to provide services at the service levels defined, <u>due to reasons solely and entirely attributable to Bidder</u> would result in breach of contract and would invoke the penalty clause. Refer to section 7 for service levels and service credits</p> <p>f) Notwithstanding what is mentioned hereinabove or anywhere else in the tender, the maximum amount that may be levied by way of penalty shall on no account exceed <del>10</del> <u>5</u> % of the Total <del>Contract</del> value <u>for the delayed goods and services, and the contract value will be determined at the time of contract finalization.</u></p> <p><u>BIDDER shall not be liable or responsible for any delay or failure to perform or failure of the services or the Deliverable under this Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by Bank or its employees or agents to perform any of its duties and obligations as set out in this Agreement. In the event that BIDDER is delayed or prevented from performing its obligations due to such failure or delay on the part of Bank, BIDDER shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to</u></p>	

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
				<u>the amount of time for which BIDDER is delayed or prevented from performing its obligations due to such failure or delay on the part of Bank. BIDDER shall be entitled to invoice Bank for BIDDER incremental costs incurred (over and above the charges) as a result of such failure or delay on the part of Bank.</u>	
52	49	5.28 Penalty	g) 1) Network equipment's Downtime:	<p><u>Bidder suggests below section be added;</u></p> <p><u>g) Uptime Exceptions to be added;</u>  The time lost due to any of the following reasons shall be taken into account while calculating the availability/ uptime requirement (a) Time lost due to power or environmental failures ;(b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or units thereof due to causes attributable of additional devices, making alteration of the system or units thereof due to causes attributable of additional devices, making alteration of the system, maintenance of the system etc. without bidders consent and/ failure to maintain the site required by the bank;(d) Time taken for reconfiguration or other planned downtime situations (f) scheduled shutdown as required by Bank; (Bidder may also request Bank for a shut down as required by Bank; ( Bidder may also request Bank for a shutdown for maintenance purpose, which request will not be denied unreasonably by Bank); (g) Time taken for booting the system (h) Time Lost due to unavailability of link.</p>	No Change in RFP Clause
53	50	3) RMA (Return Merchandise)	b) For switches at Branches (Type-A Requirement): Replacement for faulty equipment's has to be done by bidder and follow up with OEM has to be done by bidder only. RMA of Faulty equipment's should be received within 4 weeks from the date of call lodge.	<p>Bidder suggests the section be revised as under;</p> <p>b) For switches at Branches (Type-A Requirement): Replacement for faulty equipment's has to be done by bidder and follow up with OEM has to be done by</p>	Please refer corrigendum for change in clause uploaded on Bank Website.

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
		Authorization):	In case bidder false to provide the RMA of faulty/ damage equipment's penalty of 1% of equipment's cost weekly or part thereof.  However maximum cap of penalty will be 10% of total contract value.	bidder only. RMA of Faulty equipment's should be received within 4 weeks from the date of call lodge. In case bidder false to provide the RMA of faulty/ damage equipment's penalty of 1% of equipment's cost weekly or part thereof.  However maximum cap of penalty will be <u>510% of total contract value of the delayed goods and services.</u>	
54	51-54	5.32 Confidentiality	m) The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.  n) Confidentiality should be applicable forever.	Bidder suggests the section be revised as under;  m) The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank <u>for a further term of two years post expiry or termination of the Agreement..</u>  <del>n) Confidentiality should be applicable forever.</del>  <u>Disclosing Party, agrees that during the course of discussions/ services, Disclosing Party is likely to receive or come into possession of information confidential/ proprietary to Receiving Party ( including but not limited to information relating to software, trade secrets, know-how/ technical data, research, products, software services, development, inventions, processes, engineering techniques, strategies, etc) and except as agreed between the parties, Disclosing Party shall not disclose or divulge such confidential/ proprietary information to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly and that the terms and conditions herein above set out with respect of the confidential information of Disclosing Party, shall apply mututis mutandis to Receiving Party's confidential/ proprietary information.</u>	No Change in RFP Clause



**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
55	55	5.34 Bidder's Liability	<p>The Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract.</p> <p>The Bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP. In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement or the Proposed solution components, hardware or the software delivered hereunder, Howsoever such liability may arise, provided that the claims against customers, users and Bidders of the Bank would be considered as a direct claim.</p>	<p>Bidder suggests the section be revised as under;</p> <p>The Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the <u>total fees actually received by TCS from the Client for the Service that gives rise to such liability during the twelve month period immediately preceding such claim; -contract.</u></p> <p>The Bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights <u>or breach of confidentiality obligations shall be unlimited.</u> The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP. In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement or the Proposed solution components, hardware or the software delivered hereunder. <u>Howsoever such liability may arise, provided that the claims against customers, users and Bidders of the Bank would be considered as a direct claim.</u></p>	No Change in RFP Clause
56	55	5.35 Intellectual Property Rights	All Intellectual Property Rights in the deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event	<p>Bidder suggests the section be revised as under;</p> <p>All Intellectual Property Rights in the deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be</p>	No Change in RFP Clause

## BANK OF MAHARASHTRA

## Request for Proposal for Supply, Implementation &amp; Support for Network Routers &amp; Switches

TENDER REFERENCE # RFP – 182020

## Pre-Bid Queries Responses

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
			<p>that any of the deliverables or work product do not qualify as works made for hire, the bidder hereby assigns to Bank, all rights, title and interest in and to the deliverables or work product and all Intellectual Property Rights therein.</p> <p>Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.</p>	<p>owned by Bank, <u>created or developed by TCS specifically for the Client, and provided all the payments due to the TCS for the deliverables rendered pursuant to this Agreement have already been paid by the Client to the TCS</u>. In the event that any of the deliverables or work product do not qualify as works made for hire, the bidder hereby assigns to Bank, all rights, title and interest in and to the deliverables or work product and all Intellectual Property Rights therein.</p> <p>Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material. <u>The foregoing license does not authorizes Client to (i) separate TCS pre-existing IP from the deliverable in which they are incorporated for creating a stand alone product for marketing to others; (ii) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the TCS pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (iii) reverse compile or in any other way arrive at or attempt to arrive at the source code of the TCS Pre-Existing IP..</u></p>	
57	56	5.36 Guarantees	Bidder shall guarantee that the software and allied components used to service the Bank are licensed and legal. All Proposed solution and related component must be supplied with their original and complete printed documentation.	<p>Bidder suggests the section be revised as under;</p> <p>Bidder shall <u>guarantee warrant</u> that the software and allied components used to service the Bank are licensed and legal. All Proposed solution and related component must be supplied with their original and complete printed documentation.</p>	No Change in RFP Clause

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
58	56	5.37 Force Majeure	b) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or Negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.	Bidder suggests the section be revised as under;  b) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or Negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war, <u>public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries.</u>	No Change in RFP Clause
59	57	5.39 Exit Option and Contract Re-Negotiation	e) In addition to the cancellation of the contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.  f) The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality. The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Bidder shall continue to have the same obligations as contained in this RFP in relation to such equipment procured from third-party suppliers. As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favourable terms in the industry, and secondly, The Equipment procured here from	Bidder suggests the section be revised as under;  <del>e) In addition to the cancellation of the contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.</del>  f) The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality. The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Bidder's offer does not match such lower price. <del>Notwithstanding the foregoing, the Bidder shall continue to have the same obligations as contained in this RFP in relation to such equipment procured from third-party suppliers.</del> As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favourable terms in the industry, and secondly, The	No Change in RFP Clause

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
			<p>third parties is functionally similar, so that the Bidder can maintain such equipment.</p> <p>g) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue the warranty/AMC/ATS services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.</p> <p>The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole discretion to ascertain whether such Plan has been complied with.</p>	<p>Equipment procured here from third parties is functionally similar, <del>so that the Bidder can maintain such equipment.</del></p> <p>g) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue the warranty/AMC/ATS services. The Bank <del>and Bidder</del> shall <del>mutually have the sole and absolute discretion to</del> decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.</p> <p>The Bank and the Bidder shall together prepare the Reverse Transition Plan. <del>However, the Bank shall have the sole discretion to ascertain whether such Plan has been complied with.</del></p>	
60	58	5.40 Corrupt and Fraudulent Practices	“The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract”.	<p>Bidder suggests the section be revised as under;</p> <p><del>“The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract”.</del></p>	No Change in RFP Clause
61	59	5.43 Visitorial Rights	The Bank reserves the right to visit any of the Bidder’s premises without prior notice to ensure that data provided by the Bank is not misused.	As TCS needs to ensure audit compliance and need to take prior approvals to allow entry to premises, we request Bank to suitably modify this clause to include provision to provide sufficient prior notice before visiting bidder’s premises.	Please refer corrigendum for change in clause uploaded on Bank Website.

**BANK OF MAHARASHTRA**
**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**
**TENDER REFERENCE # RFP – 182020**
**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
62	60	5.45 Termination	<p>a) The Bank shall be entitled to terminate the agreement with the Bidder at any time by giving sixty (60) days prior written notice to the Bidder.</p> <p>b) The Bank shall be entitled to terminate the agreement at any time by giving notice if:</p> <p>(i) The Bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.</p> <p>(ii) The Bidder</p> <p>1) has a winding up order made against it; or</p> <p>2) has a receiver appointed over all or substantial assets; or</p> <p>3) is or becomes unable to pay its debts as they become due; or</p> <p>4) enters into any arrangement or composition with or for the benefit of its creditors; or</p> <p>5) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.</p> <p>c) The Bidder shall have right to terminate only in the event of winding up of the Bank.</p> <p>d) The Bank shall the option to terminate the contract as per it's requirement/need by giving one-month notice.</p>	<p>Bidder suggests the section be revised as under;</p> <p>a) The Bank shall be entitled to terminate the agreement with the Bidder at any time by giving <del>sixty</del> <u>ninety (60 90)</u> days prior written notice to the Bidder.</p> <p>b) The Bank shall be entitled to terminate the agreement at any time by giving <u>thirty (30) days advance written</u> notice if:</p> <p>(i) The Bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is not cured within <del>15</del> <u>30</u> days from the date of notice.</p> <p>(ii) The Bidder</p> <p>1) has a winding up order made against it; or</p> <p>2) has a receiver appointed over all or substantial assets; or</p> <p>3) is or becomes unable to pay its debts as they become due; or</p> <p>4) enters into any arrangement or composition with or for the benefit of its creditors; or</p> <p>5) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.</p> <p>c) The Bidder shall have right to terminate only in the event of winding up of the Bank <u>or breach of any of the obligations under the subsequent agreement, by giving thirty (30) days advance written notice and if the breach is not cured within 30 days from the date of notice.</u></p> <p>d) The Bank shall the option to terminate the contract as per it's requirement/need by giving <del>one month</del> <u>three months</u> notice.</p>	No Change in RFP Clause
63	62	5.48 Liquidated	"If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without	<p>TCS INTERNAL: Delivery to review this entire section.</p> <p>Bidder suggests the section be revised as under;</p>	No Change in RFP Clause

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
		Damage s	prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract”.	“If the bidder fails to deliver any or all of the Goods or perform the Services within the time 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 <u>value of the delayed goods and services complete contract amount</u> until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is <u>10 5%</u> of the <u>value of the delayed goods and services contract price</u> . Once the maximum is reached, the Bank may consider termination of the contract”.	
64	63	5.50 Adoption of Integrity Pact:	8. Integrity Pact, in respect of a particular contract would be operative from the 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.	Bidder suggests this section be deleted;  <del>8. Integrity Pact, in respect of a particular contract would be operative from the 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.</del>	
65	68	7.4 Penalties for delayed implementation	b. A cap of 10% of effected Product / Service line item value would be applicable as penalties for delays in meeting milestones	Bidder suggests the section be revised as under;  b. A cap of <u>10 5%</u> of effected Product / Service line item value would be applicable as penalties for delays in meeting milestones	No Change in RFP Clause
66	68	7.5 Cap on Penalties	Overall cap for penalties including liquidated damages will be 10% of effected Product / Service line item value. Thereafter, the contract may be cancelled and amount paid, if any, will be recovered. Penalties on delay will be applicable when the delay is not attributable to Bank.	Bidder suggests the section be revised as under;  Overall cap for penalties including liquidated damages will be <u>10% 5%</u> of effected Product / Service line item value. Thereafter, the contract may be cancelled and amount paid, if any, will be recovered. Penalties on delay will be applicable when the delay is not attributable to Bank.	No Change in RFP Clause

**BANK OF MAHARASHTRA****Request for Proposal for Supply, Implementation & Support for Network Routers & Switches****TENDER REFERENCE # RFP – 182020****Pre-Bid Queries Responses**

<b>Sr. No.</b>	<b>Page #</b>	<b>Point/ Section</b>	<b>Clarification point as stated in the tender document</b>	<b>Comment/Suggestion/Deviation</b>	<b>Bank Response</b>
67	68	7.6 Overall Liability of the Bidder	7.6 Overall Liability of the Bidder	As revised under section 5.34.	No Change in RFP Clause
68	69	8. Payment Terms	8. Payment Terms	<p>Bidder suggests below section be added;</p> <p><u>TCS shall submit invoices to Client within a fortnight for the milestone so crossed. All invoices shall become due for payment within thirty days of their presentation. Payment shall be made by way of demand draft drawn in favour of Tata Consultancy Services Ltd., payable at Pune. Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as debt owed by Client to TCS and TCS shall be entitled to recover it as a debt as aforesaid, with an interest of 2% per month for every month of default, from Client calculated from the date the payment became due until it is realised in full with interest.</u></p> <p><u>Without prejudice to the other rights available, TCS 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 the Client and any such withholding by TCS shall not be treated as breach by it of the provisions of this Agreement.</u></p> <p><u>The rates payable by Client to TCS under this Agreement is exclusive of any and all Goods and Service tax, cess, duty or any other levy (excluding any income tax) by whatsoever name called. If any and all Goods and Services tax or any other tax, levy or duty, by whatever name called without any limitation, is attracted to this transaction, then, TCS shall be reimbursed of the payment so made by the Client, if required to be made so by TCS. Such reimbursement shall be inclusive of any interest or</u></p>	No Change in RFP Clause

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
				<u>any other sum, or both, paid by TCS as part and incidence thereof. The liability of Client under this clause, shall not be coterminous with this Agreement and shall continue at all times the payment is so required to be made by TCS at any time.</u>	
69	91	Annexure 9: Bid Security Declaration	We _____ (bidder Name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 2 years from the date of submission of Bid in case of any of the following	We request the clause be modified as below:  We _____ (bidder Name), hereby undertake that we are liable to be <del>disqualified suspended</del> from participation in <del>this subject RFP any future tenders of the Bank for 2 years</del> from the date of submission of Bid in case of any of the following	No Change in RFP Clause
70	95	Annexure 12: Pre Contract Integrity Pact	6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at MCLR (One Year) of Bank of Maharashtra, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.  6.1.5. To encash the advance bank guarantee and performance bond/warranty bond if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.  6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.	Bidder suggests the section be revised as under;  6.1.4. To recover all <u>advance</u> sums already paid by the BUYER, <del>and in case of an Indian BIDDER with interest thereon at MCLR (One Year) of Bank of Maharashtra, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR.</del> If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid <u>sum and interest.</u>  6.1.5. To encash the advance bank guarantee and performance bond/warranty bond if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.  6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.	No Change in RFP Clause



**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
71	111	Annexure 18	Annexure 18: Performance Bank Guarantee	<p>Bidder suggests below section be added;</p> <p><u>This Bank Guarantee issued by _____ Bank, on behalf of Bidder in favor of Customer Bank is in respect of a new Contract dated _____.</u></p> <p><u>As communicated by the Bidder, on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Bidder by Customer Bank, in respect of pervious contracts between Bidder and Customer Bank.</u></p> <p><u>As communicated by Bidder on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any pervious contracts between Bidder and Customer Bank.</u></p>	No Change in RFP Clause
72	116	Annexure 21	<p>Undertaking of Information Security</p> <p>“We hereby undertake that the proposed software to be supplied to the Bank will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)”.</p>	<p>Bidder suggests the section be revised as under;</p> <p>“We hereby undertake that the proposed software to be supplied to the Bank will be free of <u>any known</u> malware, free of any obvious bugs and free of any <u>known</u> covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)”.</p>	No Change in RFP Clause
73	127-	ANNEXURE 27: NON DISCLOSURE AGREEMENT	(iv) treat Confidential Information as confidential for a period of six (6) years from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive termination/expiry of the agreement.	<p>Bidder suggests below sections be modified as under;</p> <p>(iv) treat Confidential Information as confidential for a period of <u>contract six (6) years from the date of receipt</u>. In the event of earlier termination of this Contract, Confidentiality shall survive</p>	No Change in RFP Clause

**BANK OF MAHARASHTRA**

**Request for Proposal for Supply, Implementation & Support for Network Routers & Switches**

**TENDER REFERENCE # RFP – 182020**

**Pre-Bid Queries Responses**

Sr. No.	Page #	Point/ Section	Clarification point as stated in the tender document	Comment/Suggestion/Deviation	Bank Response
			Indemnity: The System Integrator/Contractor shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the System Integrator/Contractor. and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the System Integrator/Contractor, in the course of discharge of its obligations under this Agreement.	<p>termination/expiry of the agreement <u>for a further term of two years.</u></p> <p><del>Indemnity: The System Integrator/Contractor shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the System Integrator/Contractor. and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the System Integrator/Contractor, in the course of discharge of its obligations under this Agreement.</del></p>	
Bidder suggests below additional clauses to be added;					
74			ENTIRE AGREEMENT:	Subject to any terms implied by law, this agreement along with its annexures and schedules constitutes the entire agreement between Bank and TCS and supersedes any previous agreements or understandings between the parties in relation to the subject matter of this Agreement. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.	No Change in RFP Clause