

S. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank Response
1	9	Bid Security Deposit (EMD)	As per the latest guideline issued by Government via NIL circular No. F.9/4/2020-PPD dated on 12/11/2020 the bidders are waived from EMD, However Bidder has to submit the 'Bid Security Declaration' as per Annexure-9 along with the Technical Bid mandatorily as mentioned in RFP.	Hope the bidder has to submit the bid security as per RFP page : 38 , clause 5.1.8 Bid Security:- As per the latest guideline issued by Government via NIL circular No. F.9/4/2020-PPD dated on 12/11/2020 the bidders are waived from EMD, However Bidder has to submit the 'Bid Security Declaration' as per Annexure-9 along with the Technical Bid mandatorily as mentioned in RFP. please confirm.	RFP Clause Modified.Please refer corrigendum
2	11	2. Introduction 2.1 About the Bank	Selected bidder will be responsible for SUPPLY, INSTALLATION, CONFIGURATION, COMMISSIONING, WARRANTY SUPPORT AND MAINTENANCE OF BRANCH NETWORK ROUTERS (SD-WAN Solution) & SWITCHES IN BANK OF MAHARASHTRA, over a period of five years (3 year of warranty + 2 Years of AMC). Subsequently, AMC/ATS shall be extendable for a minimum period of 2 years, at the behest of the Bank. The additional support (AMC/ATS/Services etc.) in case of extension of contract after five years, is required to be provided by the successful bidder at a rate equivalent to the average of support rate of Year 4 & Year 5, or at the rate of Year 5, whichever is lesser.	We request bank to consider any extension of contract as mutually agreed basis only as commercials will vary after 5 years.	No Change in RFP Clause
3	11		Bank of Maharashtra has established State of Art two tier MPLS Network to connect its Data Center Primary as well as Secondary Site, Domestic branches including administrative offices with dual MPLS Links which include Technology such as MPLS, RF, VSAT,4G etc. through which all branches/offices of the Bank, access Core Banking Solution along with other 200+ applications which are centralized and working from banks DC / DR	Apart from MPLS is their any connectivity for Internet also. How is the local Internet breakout done today.	Details will be shared with successful bidder
4	12	2.3 Project Scope in brief	B. The contract tenure will be for FIVE Years from the Date of Acceptance signoff of the Solution by the Bank.	We propose the contract tenure will be for 5 Years from the date of acceptance signoff or 180 days from the date of delivery whichever is earlier.	No Change in RFP Clause
5	12	2.3 Project Scope in brief	2.3.d However, installation/ re-installation, configuration/ re-configuration, parameterization and all other activities related to Hardware / Software/ DB/ Third party tools for are the responsibility of the Bidder during entire contract period.	Bidder scope will limit to the one time installation of devices along with the warranty /AMC support throughout the contract period. Any additional request for reconfiguration/ re installation / onsite visit for reconfiguration/ re installation should be considered as additional change request and need to be considered separately.	No Change in RFP Clause
6	12	2.2.2	Existing Routers and Switches, installed in branch locations will be replaced by the newly procured product/equipment or as decided by the Bank.	What is the migration scope here?	Details will be shared with successful bidder
7	12	2.3.3	The above mentioned requirement would be considered as 'SD-WAN Solution & Switches' in this RFP. This will be inclusive of hardware (Wherever defined) and all related software and services required for the proper functioning of the solution.	Is the switch a part of the SD-Wan solution or need to be offered separately by the bidder?	Clauses is self-explanatory.Please refer detailed scope under RFP
8	12	2.2.2	2.2.2	How many existing locations are permissible per day for downtime to install / turn up / migrate new devices ?	Details will be shared with successful bidder
9	12	2.3 Project Scope in brief	2.3.b All kind of cables (UTP, Fiber, Power, USB, Serial etc.) and any other hardware requirement for the complete commissioning of Routers with SD-WAN Solution and Switches should be provided by the vendor.	Since branches are already having existing routers & switches with required passive cabling. Is bidder expected to supply additional passives cables for branch deployment	Clauses is self-explanatory.Please refer detailed scope under RFP
10	12	2.2.3	The bidder shall include all the products & services as per the RFP requirement in Annexure 25- Commercial Bill of Materials and deliver the same to the Bank's location	Kindly Provide the branches details state wise along with DC & DR location	Details will be shared with successful bidder
11	12	2.3 Project Scope in brief	2.3.d However, installation/ re-installation, configuration/ re-configuration, parameterization and all other activities related to Hardware / Software/ DB/ Third party tools for are the responsibility of the Bidder during entire contract period.	Please confirm that the installation/ re-installation, configuration/ re-configuration, parameterization and all other activities related to Hardware / Software/ DB/ Third party tools refers to the components supplied by the bidder as part of SDWAN solution & branch switches and not any of the existing Hardware / Software/ DB/ Third party tools used by Bank	Bidder understanding is correct
12	13	2.3.1 PROJECT SCHEDULE	Bank is expecting that bidder have to complete the project in all respected including installation, configuration, and Integration, UAT & production movement of solution within 10 weeks after issuing the purchase order by Bank.	Request bank to provide 9 months from PO date for overall implementation and project sign off without any penalty since delivery of hardware will take a lead time of minimum 120 days considering the current pandemic and " Global Chipset Shortage" Scenario.	Please revisit delivery schedule clause .Bank has provided expected indicative schedule only.
13	13	2.3.2 Training	The training should be provided by the OEM employee (Certified) and should be of minimum 1 week, 8 hours a day for solution under this RFP. Training should be provided to number of personnel identified by Bank (minimum 8 Persons) on functional, operational and reporting aspects of the entire security solution.	Request Bank to consider the training from OEM / OEM Authorised Partner.	RFP Clause Modified.Please refer corrigendum

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14	13	2.3.2 Training	ii. This faculty should be solution certified up to advance level and should provide courseware with adequate lab facility as well. The training should be provided by the OEM employee (Certified) and should be of minimum 1 week, 8 hours a day for solution under this RFP. Training should be provided to number of personnel identified by Bank (minimum 8 Persons) on functional, operational and reporting aspects of the entire security solution. Training should be provided at Pune location other than Bank Premises. Pre implementation training must be provided before project implementation and post implementation training must be provided after successful implementation. At the end of training participants shall be given certificate of successful completion by the OEM to each candidate. Bank shall bare the cost of training as per the commercial Bill of Material quoted by the bidder.	Please share no. of attendees	RFP clause is self-explanatory
15	13	2.3.2	RFP states: Training should be provided at Pune location other than Bank Premises:	Please clarify if Bank of Maharashtra will provide Training Venue at Pune(Their training Centre) or will NTT need to arrange third party Training Venue.	Bidder has to arrange the training venue.
16	13	2.3.2	Training Scope mentions Training to be given to Minimum 8 personnel's	Training Scope mentions Training to be given to Minimum 8 personnel's (in RFP page no 13) but in Page 123 where we need to submit Pricing per Batch, it shows No of pax as 7. Kindly clarify, if it is 7 or 8 pax.	Bidder has to provide training to minimum 7 Personals.
17	13	2.3.1	Bank is expecting that bidder have to complete the project in all respected including installation, configuration, and Integration, UAT & production movement of solution within 10 weeks after issuing the purchase order by Bank.	Please revised the delivery timeline to 32 - 34 weeks from the date of PO , & After material delivery 11 weeks for implementaion of 600 sites	Please revisit delivery schdule clasue .Bank has provided expected indicative schdule only.
18	15	2.7 Online mode of bid submission	If the bidder opts for online mode of bid submission, they are required to submit the Bid Security as per Bid security format (Annexure-9), Non-Disclosure Agreement (NDA) –Annexure-27 and duly attested and signed copy of RFP along with corrigendum issued in physical form also.	Request Bank to relax this clause as per current COVID Situation.	No change in RFP clasue
19	18	4.2.1.1	Supply, Installation, Configuration, Commissioning, Warranty Support And Maintenance Of Branch Network Routers with SD-WAN Solution (On premise) & Network Switches (both Hardware and Software) and its associated accessories, as per the technical specification	Does the bidder to consider devices like firewall or aggregation layer/ switch fabric of controller deployment or bank will provide the infra for the same	Clauses is self-explanatory.
20	19	Point#4.2.1.1 / 4. Project Details	Bank is having 320 Nos SD-WAN compatible Cisco 4200 series Routers without SD-WAN licensing. Bidder has to provide commercial in format Annexure-30 during technical bid submission as per their applicability options mentioned below a) In case proposed SD-Wan solution is compatible with these 320 Nos Cisco router then bidder has to provide the unit pricing for additional component/Licensing for integrating those router with proposed SD-WAN solution & provide compliance to functional / requirement of RFP. Warranty & supports for these devices should be in-line to RFP support requirements. b) In case proposed SD-Wan solution is not compatible with these 320 Nos Cisco router then bidder has to provide per unit buyback price for these Cisco 4200 series router in commercial bid format. Based on unit price quoted by bidder bank may place order for these 320 Nos router with final qualified bidder as per their applicability of above mentioned option in bid.	SD-WAN is still an evolving technology and there is no defined interoperability standard available yet.Each OEM has its own way of implementation and currently there is no interoperability supported from any SD-WAN core functionalities perspective.  In given condition, to have SD-WAN integration with Cisco 4200 Series routers or buyback is compelling other OEMs to away from participation. With this clause CISCO will have the advantage over other bidders.  Request bank to remove this clause of Cisco 4200 Integration or buyback.	No change in RFP clasue
21	19	4.2.1 Scope of Work	It will be bidder's responsibility to check existing inventory & model details of branch routers and ensure that devices which can be used and are compatible with proposed SD-WAN solution to meet functional requirement. Bank is having 320 Nos SD-WAN compatible Cisco 4200 series Routers without SD-WAN licensing. Bidder has to provide commercial in format Annexure-30 during technical bid submission as per their applicability options mentioned below:	Please share additional product details i.e. Ram, Flash, No. of WAN & LAN interfaces etc.	Router model series already mentioned .Please refer product datasheet of OEM.
22	19	4.2 Project Scope	b) In case proposed SD-Wan solution is not compatible with these 320 Nos Cisco router then bidder has to provide per unit buyback price for these Cisco 4200 series router in commercial bid format.	<b>Remark:</b> Request Bank to delete the buyback clause.	No Change in RFP Clause
23	20	Point#4.2.1.3 / 4. Project Details	The SD-WAN solution, Routers and Switches quoted by the bidder should be of same OEM (Original Equipment Manufacturer) and should not be of different OEMs for ease of operations & support	All Devices SD-WAN Routers and Switches from same OEM shows vendor specific ask. Other SD-WAN OEM will not have opportunity to participate who have competitive technology.  SDWAN soltion will be a software based solution and it is hardware independant. Otherwise few OEM's will have advantage here.  Request to remove the clause of devices SDWAN Routers and Switches from same OEM.	RFP Clause Modified.Please refer corrigendum

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24	20		The bidders are expected to consider the current deployment & propose the solution which Integrate with the existing solution and ensure that proposed new solution would complement well with the Bank's existing network & security setup. In case the bank revamps its current architecture or completely migrates to another network technology/New location due to any reason, the bidder shall make necessary changes in its solution to adapt to new deployment without any additional cost to the Bank.	Additional charges may occur based on the change in design/ CPE sizing basis on the defined scope by the bank	No Change in RFP Clause
25	20	4.2.1.4	The Hardware/Server to be installed for the central site controller/Manager etc. (at DC and DR) is to be provided by the successful bidder. The Hardware/Server provide by the successful bidder should be horizontally scalable. The successful bidder has to ensure that at any instance, the utilization of the CPU or Memory or Storage, etc. of the Hardware/Servers installed should not cross 70% of the utilization at any given point of time of the total available resources respectively. In case, if the usage of any of the component (CPU, Memory, Storage, etc.) goes beyond 70%, the successful bidder has to provide the additional resources to maintain the service level within 1 month of the incident notified by the Bank to the successful bidder, at no additional cost to the Bank.	The Hardware/Server to be installed for the central site controller/Manager etc. (at DC and DR) is to be provided by the successful bidder. The Hardware/Server provide by the successful bidder should be horizontally scalable. The successful bidder has to ensure that at any instance, the utilization of the CPU or Memory or Storage, etc. of the Hardware/Servers installed should not cross 90% of the utilization at any given point of time of the total available resources respectively. In case, if the usage of any of the component (CPU, Memory, Storage, etc.) goes beyond 90%, the successful bidder has to provide the additional resources to maintain the service level within 1 month of the incident notified by the Bank to the successful bidder, at no additional cost to the Bank.	No Change in RFP Clause
26	20	4.2.1 Scope of Work	The bidders are expected to consider the current deployment & propose the solution which Integrate with the existing solution and ensure that proposed new solution would complement well with the Bank's existing network & security setup.	Request to provide clarity on this point with regards to the solution / technology deployed currently on WAN. Does bank uses any VPN solution such as site-to-site, tunneless VPN, IPSec VTI, etc?	Bank is using MPLS/P2P for providing connectivity of branches & use GET-VPN/IPsec VPN for tunneling.
27	20	4.2.1.4	The Hardware/Server to be installed for the central site controller/Manager etc. (at DC and DR) is to be provided by the successful bidder. The Hardware/Server provide by the successful bidder should be horizontally scalable. The successful bidder has to ensure that at any instance, the utilization of the CPU or Memory or Storage, etc. of the Hardware/Servers installed should not cross 70% of the utilization at any given point of time of the total available resources respectively. In case, if the usage of any of the component (CPU, Memory, Storage, etc.) goes beyond 70%, the successful bidder has to provide the additional resources to maintain the service level within 1 month of the incident notified by the Bank to the successful bidder, at no additional cost to the Bank.	The Hardware/Server to be installed for the central site controller/Manager etc. (at DC and DR) is to be provided by the successful bidder. The Hardware/Server provide by the successful bidder should be horizontally scalable. The successful bidder has to ensure that at any instance, the utilization of the CPU or Memory or Storage, etc. of the Hardware/Servers installed should not cross 90% of the utilization at any given point of time of the total available resources respectively. In case, if the usage of any of the component (CPU, Memory, Storage, etc.) goes beyond 90%, the successful bidder has to provide the additional resources to maintain the service level within 1 month of the incident notified by the Bank to the successful bidder, at no additional cost to the Bank.	No Change in RFP Clause
28	21	4.2.1 Scope of Work	4.2.1.14 The Purchase will be placed in phased manner . 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. The Bank, however, reserves the right to procure extra quantity (upto 10% to 25%) during the validity period of the offer. The different parts of same equipment should be delivered in one lot only and part delivery of the equipment covered in the Purchase Order is not permitted unless otherwise agreed to by the Bank. The successful bidder has to advise the Bank/Network Integrator about the movements of their shipment well in advance.	Request Bank to Limit the quantity variation as + or - 10% of the declared quantity. This is required for a better commercial commitment from OEM.	No Change in RFP Clause
29	22	4.2.1.17	The Bidder should ensure that the in scope solutions being deployed by the successful Bidder integrate with the Bank's Security Operations Centre (SOC) solution. This is to ensure that all the logs are collected from all the in-scope devices, ultimately enabling the Bank's SOC team to monitor the logs, perform the correlation and forensic analysis, raise the incidents and inform the concerned department/ Stake holders. Any other logs, if available with the bidder will also be submitted to bank, as and when needed.	Please confirm what is the scope of the integration. What is the existing solution in place- SIEM / PIM/PAM?	Details will be shared with successful bidder
30	22	4.2.1.20	Dedicated manpower should be deployed by bidder for the facility management as per the details given in the RFP at the location designated by the Bank (DC/NOC or any other location).	What is the scope of the facility management? What will be the role of the dedicated resource?	Details already shared in the Project Scope
31	22	4.2.1 Scope of Work	4.2.1.17 The Bidder should ensure that the in scope solutions being deployed by the successful Bidder integrate with the Bank's Security Operations Centre (SOC) solution.	Need details of SOC tool & datapoints to be integrated between the SDWAN head end controllers & Bank's SOC tool. Request to provide the same.	Detailes will be shared with successful bidder.
32	22	4.2.1 Scope of Work	4.2.1.20 Dedicated manpower should be deployed by bidder for the facility management as per the details given in the RFP at the location designated by the Bank (DC/NOC or any other location).	Request to provide the DC/NOC location and the size of the manpower required. Does bank have any specific "minimum skill requirement" for the onsite resources?	Details will be shared with successful bidder

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33	23	4.2.1 Scope of Work	4.2.1.21 Operation Management - The successful bidder should review the performance of the equipment/ technology deployed with the bank on a bi-annual basis and take necessary upgrades, i.e. of equipment and software, as and when required without any additional cost to the Bank.	Request to remove hardware upgrade as the devices are supplied as per the specifications provided in the RFP.	No Change in RFP Clause
34	24	4.2.1 Scope of Work	4.2.1.27 End of Sales / End of support: The Vendor has to ensure that any solution/equipment supplied as part of this RFP should not have <b>either reached or announced</b> 'End of Sales' (1 years from last date of submission of Bid.) or end of support for at least 7 years from the date of issue of purchase order. In the event if any equipment supplied by the vendor reaches end of support, within the 7 years period from the date of supply, the vendor has to replace the equipment with devices having equivalent or upgraded specification, at no additional cost to the Bank.	Request Bank to consider this clause as " 4.2.1.27 End of Sales / End of support: The Vendor has to ensure that any solution/equipment supplied as part of this RFP should not have <b>either reached 'End of Sales'</b> (1 years from last date of submission of Bid.) or end of support for at least 7 years from the date of issue of purchase order. In the event if any equipment supplied by the vendor reaches end of support, within the 7 years period from the date of supply, the vendor has to replace the equipment with devices having equivalent or upgraded specification, at no additional cost to the Bank."	No Change in RFP Clause
35	24	4.2.1.30 Affixing Asset Tags on network hardware Equipment's:	It will be the responsibility of the successful bidder to affix the Asset tags on each network hardware/equipment/solution being supplied to Bank and also share the details with the Bank team. The Asset Tags so printed by the successful bidder must have the company's logo of the vendor along with other details like call logging no., mail id etc.. The asset tag details for the network hardware would be mutually decided by the Bank and the successful bidder. Complete asset inventory including replacement of network hardware on account of failure is the responsibility of the successful bidder and the details of the inventory to be mutually decided by the Bank and the successful bidder.	Request Bank to provide the details of Asset tag to be affix on the product before the shipment of items so that the same can be integrated with the product before shipment.	Details will be shared with successful bidder
36	24	4.2.1.27	The Vendor has to ensure that any solution/equipment supplied as part of this RFP should not have either reached or announced 'End of Sales' (1 years from last date of submission of Bid.) or end of support for at least 7 years from the date of issue of purchase order. In the event if any equipment supplied by the vendor reaches end of support, within the 7 years period from the date of supply, the vendor has to replace the equipment with devices having equivalent or upgraded specification, at no additional cost to the Bank.	The Vendor has to ensure that any solution/equipment supplied as part of this RFP should not have either reached or announced 'End of Sales' (1 years from last date of submission of Bid.) or end of support for at least 5 years from the date of issue of purchase order. In the event if any equipment supplied by the vendor reaches end of support, within the 5 years period from the date of supply, the vendor has to replace the equipment with devices having equivalent or upgraded specification, at no additional cost to the Bank.	RFP Clause Modified.Please refer corrigendum
37	24	4.2.1.32	The Vendor / Integrator has to bring in OEM's Professional Services team for the following services as part of services. OEM needs to carry out the following services & activities:	The Vendor / Integrator has to bring in OEM's authorized implementation Professional Services team for the following services as part of services. OEM's authorized implementation Professional Services team needs to carry out the following services & activities:	No Change in RFP Clause
38	25	4.2.1.34	The Hardware shall come with 3 years onsite comprehensive warranty subsequently the Bidder shall provide the facilities management and Warranty/AMC/ATS support for the additional 2 years.	What is the scope of work for the AMC support for the bidder	Please refer AMC clauses mentioned in RFP.
39	25	4.2.1.40	Bidder should provide a storage solution such that the storage never crosses threshold of 70% of total capacity. Central device should store minimum 3 month online access/application logs on internal storage.	How the logs will be stored after 3 months? Does bidder provide the offline backup of logs to bank.	Clasue is self explanatory
40	25	4.2.1.37	The solution must integrate with various systems / applications such as SIEM, NMS etc. in the Bank environment for logging & monitoring purpose.	Please list the complete application and devices which require integration and the scope of work for the bidder.	Details will be shared with successful bidder
41	25	4.2.1.38	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	All the licenses shall be perpetual/subscription. 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	RFP Clause Modified.Please refer corrigendum
42	25	4.2.1 Scope of Work	4.2.1.37 The solution must integrate with various systems / applications such as SIEM, NMS etc. in the Bank environment for logging & monitoring purpose.	Need details of NMS, SIEM tools & datapoints to be integrated between the SDWAN head end controllers & Bank's NMS, SIEM tools. Request to provide the same.	Details will be shared with successful bidder
44	26	4.3 Warranty/AMC/ATS Support service	Warrant all the Hardware equipment and software against defects arising out of faulty design, materials and media workmanship etc., for a period of FIVE years from the date of acceptance of the solution by the Bank.	Hope the warranty will be applicable for 3 year and 2 year AMC after that. Please confirm.	Bidder understanding is correct
45	26	4.2.1.43	Bank is running GETVPN technology on existing branch locations. Bidder needs to ensure that proposed routers can work and integrate with both existing GETVPN and new requirement as per RFP to ensure ease of operation and network migration for bank.	GETVPN is an OEM proprietary protocol. While 1 other OEM may be able to integrate with it, the integration is limited to inter-op. Also, even the proprietary OEM requires separate image to support GETPVN and separate image to support SD-WAN. Requesting you to omit this point.	RFP Clause Modified.Please refer corrigendum
46	26	Warranty Period (4.3)	warranty period will start from date of acceptance for all the hardware, software, solutions & services within the scope of work of this RFP.	date of acceptance for all the hardware, software, solutions & services within the scope of work of this RFP or or 90 days from the date of delivery whichever is earlier	No Change in the RFP Clause

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47	26	4.2.1 Scope of Work	4.2.1.43 Bank is running GETVPN technology on existing branch locations. Bidder needs to ensure that proposed routers can work and integrate with both existing GETVPN and new requirement as per RFP to ensure ease of operation and network migration for bank.	We assume that configuration of existing solution/appliances is in bank scope. Please confirm.	Bidder understanding is correct
48	28	4.4.1	The Bidder is required to deploy onsite people resource to provide L1, L2 level support to the proposed solution for the tenure of the contract. Bank expects that bidders deploy their onsite resources at the DC locations and depute the resource for any issues reported /logged by Bank's branches or other locations. If the bidder's resources are unable to resolve the issues remotely then the bidder is expected to send the resource to the respective location to resolve the issue/event at no additional cost to the Bank.	Quantity of L1 & L2 resource required	Details will be shared with successful bidder
49	28	4.4	The Bidder is required to deploy onsite people resource to provide L1, L2 level support to the proposed solution for the tenure of the contract	We request Bank to clarify whether resources required to be on-roll/Off roll	Resources should be On-Roll of Bidder.
50	30	4.6 Source Code	a) The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP vulnerabilities (Open Web Application Security Project). The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. b) The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard. c) In case the Bidder is coming with software which is not its proprietary software, then the Bidder must submit evidence in the form of agreement it has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.	Request bank to remove this clause as "Source codes owned by the OEM and it amounts to confidential information as well. Hence OEM is not able to provide the same for any review ."	No Change in the RFP Clause
51	30	4.7	Proof of Concept:Bank may conduct the Proof of concept (POC) during technical evaluation for the bidder who has complied all the eligibility criteria as mentioned above, in an extensive manner at specified locations of the Bank, to verify that the proposed SD-WAN solution/devices/appliances conforms to all technical specifications and scope of work mentioned in the RFP	What are the success criteria for the POC?	Success Criteria will be first level validation of feature/Functionality mentioned under RFP and further use case validation .Use case will be shared with concerned bidders.
52	31	5.1.1.10	No right with bidder to excuse themselves from any claims of delay and deviations	This should be subject to the terms of the contract including force majeure.	No Change in the RFP Clause
53	32	5.1.3.7.	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.	The bidder presumes that acceptance of equipment will happen on delivery at bank's designated premise. Please confirm the understanding.	Bidder understanding is correct
54	33	5.1.3.8 (6)	Prices shall be inclusive of taxes	This is not acceptable. All prices are exclusive of applicable taxes.	RFP Clause Modified.Please refer corrigendum
55	34	5.1.4.6	No right with bidder to excuse themselves from any claims of delay and deviations	This should be subject to the terms of the contract including force majeure.	No Change in the RFP Clause
56	36	5.1.5.10	Right to Alter Quantities – The Bank reserves the right to alter the requirements specified in the tender. The Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. The bank will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the Bidder against the item would be considered for such alteration. The Bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by Bank for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by the Bank in the event the market prices / rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of commercial offer. Any price benefit in the proposed solution equipment, licenses, services & equipment shall be passed on to the Bank within the contract period.	The prices are dependant on Duties (including Custom Duty), Taxes, Levies, USD-INR exchange rate, OEM List Price, OEM Discounting etc. The bidder can hold the price for the initial PO. However for any subsequent PO for additional quantity during the tenure of the contract, the bidder can supply the requirement at a price after factoring the dependency. Hence kindly request the bank to modify the clause to mutually agreeable prices during contract duration.	No Change in the RFP Clause
57	36	5.1.5.13	The warranty for the equipment's (i.e. hardware) provided by the Bidder pursuant to this Agreement) will commence after acceptance sign off.	<b>Remark:</b> Request to rephrase mentioned clause as "The warranty for the equipment's (i.e. hardware) provided by the Bidder pursuant to this Agreement) will commence after acceptance sign off or on SNR Signoff, which ever is earlier	No Change in the RFP Clause

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58	37	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.	We propose not to include claims made by its customers and/or regulatory authorities as service is rendered to Bank. In case of defect/default in services then Bank can notify Bidder	Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.	No Change in the RFP Clause
59	38	5.1.9.3 Confidentiality should be applicable forever.	We propose to limite the obligation of confidentiality	Confidentiality shall be applicable till the project is successfully completetd plus an additional term of 5 years	No Change in the RFP Clause
60	38	5.1.11	Indemnification for breach of IT Act	Indemnification is already covered as appropriate under Clause 5.2.10 , This must be deleted.	No Change in the RFP Clause
61	39	5.1.12	ISMS Framework	Please share a copy of the framework policy , so that copy can be reviewed by the TC Information Security team.	Details will be shared with successful bidder
62	39	5.1.15	Indemnification for compliance with applicable laws.	Indemnification is already covered as appropriate under Clause 5.2.10 All indemnification obligations from this clause must be deleted.	No Change in the RFP Clause
63	40	5.2.2 Ownership, Grant and Delivery	The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license for all the software to be provided as a part of this project. All the licenses shall be purchased in the name of the Bank. The use of software by Bidders on behalf of the Bank would be considered as use thereof by the Bank and the software shall be assignable / transferable to any successor entity of the Bank.	Request Bank to confirm " Perpetual / Subscription based " License required to provided for contract period as per solution.	RFP Clause Modified.Please refer corrigendum
64	40	5.2.1	The Bank intends that the contract, which is contemplated herein with the Bidder, shall be for a period of five years from the date of acceptance sign off	<b>Remark:</b> Request to rephrase mentioned clause as "The Bank intends that the contract, which is contemplated herein with the Bidder, shall be for a period of five years from the date of acceptance sign off of each Equipment's and Services"	No Change in the RFP Clause
65	41	5.2.4	Inspection In case of any discrepancy in the proposed solution supplied, the Bank reserves the right to terminate the entire agreement in case the Bidder does not rectify or replace the supplied hardware/software and the Bidder shall take back Bidder equipment at Bidder costs and risks.	Bidder requests for a cure period of 30 days. The termination is ok for that particular link or site in case the issue is not resolved with in cure period.	No Change in the RFP Clause
66	41	5.2.5	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.	<b>Remark:</b> We request to Bank to include "Site Not Ready Cases" also for Warranty timelines.	No Change in the RFP Clause
67	42	<b>RFP 5.2.8 – Insurance</b>	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. The Bank shall be added as a "Beneficiary or additional insured" and appropriate certification shall be provided by the Bidder's insurer certifying compliance with the provisions of this clause.	Please note that NTT maintains Insurances at its Group level and all Insurances are procured in the name of NTT. We request acceptance of the same.	No Change in the RFP Clause
68	42	5.2.9 Order Cancellation	5.2.9.9 The progress regarding execution of the contract by the bidder is unsatisfactory	<b>Remark:</b> "Unsatisfactory" is very vague term. So, we request you to add in breaches on agreed terms and conditions under the RFP or the subsequent agreement.	No Change in the RFP Clause
69	42	<b>5.2.8</b>	<b>The Bidder shall procure appropriate insurance policies of the limits acceptable to the Bank for damage to Bank's premises, Banks property, data or loss of life, which may occur as a result of or in the course of performing the Bidder's obligations under the RFP</b>	<b>Remark: We request to Bank to share acceptable limits.</b>	<b>No Change in the RFP Clause</b>
70	43	5.2.10.1 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 other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from:	we propose to modify the clause	5.2.10.1 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 other proceedings, (including reasonable attorney fees), relating to or resulting directly from:	No Change in the RFP Clause

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71	43	5.2.9 Order Cancellation	<p>The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:</p> <p><b>5.2.9.1 Inordinate delays &amp; lack of action from the Bidder towards supply and delivery beyond the delivery timelines.</b></p> <p>5.2.9.11 After the award of the contract, if the selected bidder does not perform <b>satisfactorily or delays execution of the contract, the bank may give a 30 days.</b> 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.</p>	<p><b>Remark:</b></p> <p>1) Request Bank to allow an extension prior to cancellation of order due to delay attribute to Bidder.</p> <p>2) The term '<b>satisfactorily</b>' is vague and may lead to arbitrary cancellation. So request you to replace this with ' in breach of service level standards'</p> <p>3) <b>Request Bank to cap risk purchase at 100% of contract value.</b></p>	No Change in the RFP Clause
72	43	5.2.10.1	<p>Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, <b>(including reasonable attorney fees), relating to or resulting directly or indirectly from:</b></p> <p><b>i. an act or omission of the Bidder , its employees, its agents, or employees of the consortium in the performance of the services provided by this Agreement...</b></p> <p>5.2.10.2 The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, <b>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,</b> provided however...</p>	<p><b>Remark:</b></p> <p>1) Bidder cannot take responsibility for attorneys fees and also cannot indemnify claims arising indirectly through the performance of this contract.</p> <p>2) Bidder cannot indemnify third party claims on the Bank.</p> <p>So, we request you to delete above mentioned clauses.</p>	No Change in the RFP Clause
73	44	5.2.10.2 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,	we propose to modify the clause	5.2.10.2 The SI shall further indemnify the Bank against any loss or damage arising out of 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,	No Change in the RFP Clause
74	44	Loss of data due to SI provided facility provided the loss can directly and solely be attributable due to services provided by SI	we propose to delete this clause as it is included in Act or omission in performance of service		No Change in the RFP Clause
75	44	5.2.10.4 Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities and shall exclude indirect, consequential and incidental damages.	We propose not to include claims made by its customers and/or regulatory authorities as service is rendered to Bank. In case of defect/default in services then Bank can notify Bidder and propose to include the modified clause	<p>5.2.10.4</p> <p>5.2.10.5 The SI shall not indemnify the Bank for:</p> <p>i. Any loss of profits, revenue, contracts, or anticipated savings or</p> <p>ii. Any consequential or indirect loss or damage</p>	No Change in the RFP Clause

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76	44	5.2.10	Indemnification in the current form is not acceptable.	Indemnification must be mutual and contextual to the nature of services being sought.  The clause shall be replaced with the following -Each Party shall indemnify and defend the other from any claims by third parties (including Governmental Authority) and expenses including legal fees and court costs arising from (a) damage to tangible property, personal injury or death caused by such Party's negligence; (b) breach by the indemnifying Party of any applicable law, rule or regulation, and where Bank is the indemnifying Party, the breach by Bank of any applicable manufacturers' specifications or unreasonable interference by the Bank with Bidder's use of the Services or network; and (c) in the case of the Bank, in the event of any resale customer of Bank being in breach of any applicable law rule or regulation. Bidder does not monitor and will have no liability or responsibility for the content of any communications transmitted via the services, and Bank will indemnify, defend and hold Bidder harmless from any and all (i) claims (including claims by any Governmental Authority seeking to impose penal or criminal sanctions) related to such content; (ii) claims by third parties relating to Bank's or its users' use of the services; and (iii) claims arising from Bank's misuse of the services. 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 either party arising out of claims made by its customers and/or regulatory authorities. Neither party shall indemnify the other party for any loss of profits, revenue, contracts, or anticipated savings, or any consequential or indirect loss or damage however caused.	No Change in the RFP Clause
77	44	5.2.11	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.	<b>Remark:</b> Request to Bank to be rephased mentioned clause suggested as " The scope of such audit would be limited to Service Levels being covered under the contract, and financial information including procurement details would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.	No Change in the RFP Clause
78	45	5.1.4.6 (i)	Assistance in attaining and ensuring compliance to data security/privacy requirements	This should be limited to the scope of the project only. Bank shall engage TC only for a limited purpose and TC should not be expected to assist bank in out of scope requirements.	No Change in the RFP Clause
79	45	5.2.14.4	Breach of SLAs will also invoke penalty clause	Service credits will be the sole remedy available to the bank for deficiency in service levels agreed. No other penalties shall accrue on TC due to this. This is as per TC's enterprise policy. We consider that service credits are sufficient to cover for any deficiency in the services due to the nature of services we provide.	No Change in the RFP Clause
80	45	5.2.15	Criminal penalties to invoke information ownership	This is not acceptable. No penalties other than those valid under applicable law must be levied by either party. Criminal liability must be excluded from a mutual contract.	No Change in the RFP Clause
81	45	5.2.14.3	3 The proposed rate of penalty would be 1 % of the of value of affected service or product per week of non-compliance to, 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.	3 The proposed rate of penalty would be 1 % of the of value of affected service or product per week of non-compliance to, the service levels for every percentage below the expected levels of service, for that particular service. Overall cap for penalties will be 5% of the contract value.	No Change in the RFP Clause
82	45	5.2.14 Penalty	5.2.14.3 The proposed rate of penalty would be 1 % of the of value of affected service or product per week of non-compliance to, 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.	Bidder request bank to relax the LD penalty as 0.5 % of the cost of "That Proposed solution component" per week of delay.	No Change in the RFP Clause
83	45	5.2.14 Penalty & 5.2.14.3	The proposed rate of penalty would be 1 % of the of value of affected service or product per week of non-compliance to, 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. 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.	<b>Remark:</b> Request you to cap the penalties at 10% of delayed/defective services or items per site.	No Change in the RFP Clause
84	48	5.2.19 Technological Advancements:	The Bidder has to ensure that the equipment supplied are not declared as end of sale for at least 12 months from the date of the submission of the offer. The Bidder also has to ensure that the equipment supplied as part of this bid are not declared end of support or services for at least 7 years from the date of submission of bid. The Bidder agrees that all parts & spares for the equipment would be made available during the period of the contract. It will be the obligation of the Bidder to provide a minimum of 1 year notice before any equipment is to be declared as end of support or sale.	Request bank to consider this clause as " The Bidder has to ensure that the equipment supplied are not <b>reached</b> end of sale for at least 12 months from the date of the submission of the offer. The Bidder also has to ensure that the equipment supplied as part of this bid are not <b>reached</b> end of support or services for at least 7 years from the date of submission of bid. The Bidder agrees that all parts & spares for the equipment would be made available during the period of the contract. It will be the obligation of the Bidder to provide a minimum of 1 year notice before any equipment is to be declared as end of support or sale."	No Change in the RFP Clause with regard to changes requested by bidder in this specific point.



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85	49	5.2.22	Uncapped Liability	<p>We can not agree to uncapped liability on the contract.</p> <p>The clause shall be replaced with the following - NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS MSA, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.</p> <p>FOR ANY LIABILITY NOT EXCLUDED BY THE FOREGOING OR SECTION 5.4, SUPPLIER SHALL IN NO EVENT BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY SUPPLIER PURSUANT TO THE APPLICABLE COF GIVING RISE TO THE LIABILITY.</p>	No Change in the RFP Clause
86	49	<b>RFP 5.2.22 Bidder's Liability</b>	<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. The Bidder's liability in case of claims against the Bank resulting from misconduct or 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>We request minor change to this clause on limitation of liability. The exception to the limitation of liability should be revised to indicate that claims against the Bank resulting from willful 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.</p>	No Change in the RFP Clause
87	49	<b>5.2.23 Intellectual Property Rights</b>	<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 owned by Bank. 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. 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. Residuals. The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this Agreement.</p>	<p>NTT Comment – Considering the present scope of work, please confirm that there shall be non IPR transfer from Bidder to Bank. In view of this, we request Bank to make changes to this clause.</p>	No Change in the RFP Clause
88	50	5.2.29.1	Termination notice period not mentioned	<p>Any termination must be with a sufficient notice.</p> <p>The clause should be rephrased as follows - The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions by providing a thirty (30) day written notice to the Bidder in each of the following conditions:</p>	No Change in the RFP Clause

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89	50	5.2.29.1.3	Remedy period to be considered as notice period	During the remedy period, TC must be focused on remedying the discrepancies and not on reducing third party dependencies assuming that the contract is going to be terminated. The notice period must be separate from the remedy period.  The clause should be rephrased as follows - Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank and subsequent inability of the Bidder to remedy the situation within sixty (60) days from the date of pointing out the defects by the Bank, provided that the foregoing remedy period of sixty (60) days shall not be considered as a notice to terminate by the Bank.	No Change in the RFP Clause
90	59	Service level Panalty	RMA: RMA of Faulty equipment's should be received within 4 hours from the date of call lodge In case	RMA: RMA of Faulty equipment's should be received within 24 hours from the date of call lodge In case	No Change in the RFP Clause
91	50	RFP 5.2.29 Exit Option and Contract Re-Negotiation	5.2.29.1 The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions: 5.2.29.1.1 Failure of the successful Bidder to accept the contract and furnish the Performance guarantee within 30 days of receipt of purchase contract; 5.2.29.1.2 Delay in delivery beyond the specified period; 5.2.29.1.3 Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. Inability of the Bidder to remedy the situation within 30 days from the date of pointing out the defects by the Bank. (30 days will be construed as the notice period) 5.2.29.2 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.	Please confirm that where contract is cancelled due to default, then such cancellation shall be done when the default is solely attributable to the Bidder. Further please confirm that any such cancellation due to default of the Bidder shall be done only after Bidder has been provided with atleast 30 days' notice to cure or remedy such default.	Clause in self explanatory
92	50	5.2.26 Resolution of Disputes	"All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. In case of non- settlement, the higher authorities of both the parties will intervene and negotiate amicably. However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any modification thereof shall apply to the arbitration proceedings. <u>The venue of the arbitration shall be at Pune.</u> The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English."	1) Suggested addition : " <i>However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator <b>appointed through mutual consent of Parties.</b> or if such consent is not feasible then through a court appointed arbitrator.</i> " 2) Request Bank to allow the venue for arbitration as New Delhi.	No Change in RFP Clause
93	50	5.2.28 Governing Law	This RFP shall be governed and construed in accordance with the laws of India. <b>The courts of Pune</b> alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of <u>appropriate jurisdiction, shall it find it expedient to do so.</u>	<b>Remark:</b> Request Bank to allow preferably courts of New Delhi with jurisdiction.	No Change in RFP Clause
94	51	5.2.29 Exit Option and Contract Re-Negotiation and 5.2.29.3	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. <u>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</u>	<b>Remark:</b> Request to take into consideration that this <b>clause only applicable, if the other project is same/similar in all material respects.</b>	No Change in RFP Clause
95	52	5.2.33	Visitorial Rights	This is not acceptable. Any visit must be with a seven day prior written notice and TC's consent on business days and during TC's normal business hours.	No Change in RFP Clause
96	52	5.2.35 (1)	Termination for convenience	No termination right shall be available during the initial contract period. After the initial contract period, either party must have the right to terminate with a 90 day written notice to the other party without any further costs. If bank terminates during the initial contract period, early termination charges shall apply. TC will make significant capital investments in order to provision the services to the bank. The offer shall be with the assumption that the services shall run for a full 5 year period so that TC can at least recover its expenditure. Early termination would entail loss for TC <b>which must be recouped through early termination charges.</b>	No Change in RFP Clause
97	52	5.2.35 (2)	Unilateral right to terminate for cause	This right must be mutual. TC must not be obliged to be locked into a contract where there has been a breach by the bank or where bank is passing through regulatory challenges.	No Change in RFP Clause
98	52	5.2.35 (3)	Unilateral right to terminate for cause	This should be deleted in line with the foregoing comment.	No Change in RFP Clause

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99	52	5.2.33.1	<b>The Bank shall be entitled to terminate the agreement without assigning any reason with the Bidder at any time by giving Thirty (30) days prior written notice to the Bidder.</b>	<b>We request client not to use this clause during contract period</b>	<b>No Change in RFP Clause</b>
100	52	5.2.35 Termination	5.2.33.1 The Bank shall be entitled to terminate the agreement without assigning any reason with the Bidder at any time by giving Thirty (30) days prior written notice to the Bidder. 5.2.33.2 The Bank shall be entitled to terminate the agreement at any time by giving notice if: (a) The Bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is <b>not cured within 15 days from the date of notice.</b>	<b>Remark:</b> Request bank to allow 30 days cure period instead of 15 days.	No Change in RFP Clause
101	53	5.2.35.3	No early termination charges mentioned	TC will make significant capital investments in order to provision the services to the bank. The offer shall be with the assumption that the services shall run for a full 5 year period so that TC can at least recover its expenditure. Early termination would entail loss for TC which must be recouped through early termination charges.  The clause must be rephrased as follows - The Bank shall make such prorated payment for services rendered by the Bidder and accepted by the Bank in the event of termination, provided that the Bidder is in compliance with its obligations till such date. The rates and charges set forth in the bid are established in reliance on the service term commitment made herein. If Bank cancels any of the services during the initial 5-year term for any reason other than as provided in Section 5.2.34 (2) or in the event Bidder terminates the services because of any reasons set forth in Section 5.2.34 (2), then Bank agrees to pay to the Bidder, within ten (10) days of such termination: (i) an amount equal to the total of any and all waived installation charges as reflected on the terminated order document, (ii) an amount equal to one hundred percent (100%) of the Service Fees payable for the unexpired remainder of the term of the order document, plus (iii) any documented third party charges or expenses not covered by (i) and (ii) above incurred by the Bidder in respect of the terminated order document. Bank acknowledges that the foregoing is a genuine and reasonable estimate of Bidder's loss arising from such termination and constitutes liquidated damages and not a penalty.	No Changes in RFP Clause
102	54	5.2.40 Repeat Orders	Bank of Maharashtra reserves the right to place repeat order/s on the bidder under the same terms and conditions upto 25% both in terms of quantity and amount till the new RFP is floated from the date of acceptance of first purchase order by the bidder. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.	Request Bank to limit the price validity for repeat order as maximum 180 days from the price discovery date.	No Changes in RFP Clause
103	54	5.2.41 Exchange Rate Variation (ERV)	Exchange rate variation clause will be applicable for repeat order only. Prices accepted by Bank shall be increased or decreased in repeat order if the ERV is more than 5%. (The % will be calculated from date of submission of commercial offer and repeat order proposal). The price increase or decrease will be proportionate to difference more than 5% i.e. if dollar variation is + 7% than prices will increased by 2%.	Kindly request the bank to revise the ERV to 2% and also allow the bidder to increase or decrease the price for the full variation and not the difference.	No Change in RFP Clause
104	54	5.2.38 Liquidated Damages	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 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.  <u>Once the maximum is reached, the Bank may consider termination of the contract.</u>	<b>Remark:</b> Request you to allow cap on LD at 10% of delayed/defective services or items as mentioned in Clause no. 7.5 "Cap on Penalties" page no. 59 of the RFP and also consider 7 days in a week as suggested below.  <b>Suggestion:</b> a sum equivalent to 0.50% of the <b>delayed/defective services or items</b> until actual delivery or performance, per week or part thereof, <b>and the maximum deduction is 10% of the-delayed/defective services or items.</b>	No Change in RFP Clause
105	55	5.2.42 Solution Integration with SIEM	It would be bidder's responsibility to integrate proposed solution with existing SIEM to generate alerts for any violations. Proposed SD-WAN solution & Switches should be able to send logs in an acceptable format to the existing SIEM solution. Bidder would be provided adequate support by bank's existing SIEM system integrator for the purpose of integration.	Need details of SIEM tool & datapoints to be integrated between the SDWAN head end controllers & Bank's SIEM tool. Request to provide the same.	Details will be shared with successful bidder
106	56	6.2 Technical Evaluation criterion	1--Bidder should have supplied, installed and maintained the proposed SD-WAN solution/WAN Solution, in Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India--20 marks a) 10 Marks for Each experience of SD-WAN/WAN Solution with 1000 Edge Router & Max 2 site (For Marks Calculation)= 20 Marks b) 5 Marks for Each experience of SD-WAN/WAN Solution with 500 Edge Routers & Max 2 site (For Marks Calculation)= 10 Marks	Request Bank to consider this clause as :- 1--  Bidder should have supplied, installed and maintained the SD-WAN solution/WAN Solution, in Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India-- 20 marks a) 10 Marks for Each experience of SD-WAN/WAN Solution with 1000 Edge Router & Max 2 site (For Marks Calculation)= 20 Marks b) 5 Marks for Each experience of SD-WAN/WAN Solution with 500 Edge Routers & Max 2 site (For Marks Calculation)= 10 Marks"	No Change in RFP Clause

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107	56	6.2 Technical Evaluation criterion	Bidder should have supplied, installed and maintained the proposed SD- WAN solution/WAN Solution, in Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India	Tata Comm would like to seek relaxation for this point and this should be independent of the OEM and should not be restricted to a single OEM .  Since it is mentioned in the eligibility criteria that "Bidder should have supplied, installed and maintained the SD-WAN Solution / WAN Solution (Same OEM devices not necessary the same model) " so same should be mentioned or called out in technical scoring criteria as well.	No Change in RFP Clause
108	56	6.2 Technical Evaluation criterion	10 Marks for Each experience of SD-WAN/WAN Solution with 1000 Edge Router & Max 2 site (For Marks Calculation)= 20	Tata Comm. Would like to seek clarity on this point, this should not be restricted to any specific OEM & underlying devices? Need clarity on the marking system as well?	The Clause is self explanatory
109	56	6.2 Technical Evaluation criterion	5 Marks for Each experience of SD-WAN/WAN Solution with 500 Edge Routers & Max 2 site (For Marks Calculation)= 10	Tata Comm. Would like to seek clarity on this point , this should not be restricted any specific OEM & underlying devices ? Need clarity on marking system as well ?	The Clause is self explanatory
110	56	6.2 Technical Evaluation criterion	Proposed OEM should have supplied, installed and maintained the proposed SD-WAN solution/WAN Solution, in Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India/Globally.	This technical evaluation point is contradictory to what is mentioned in eligibility criteria point no 5, need clarity on this point ?  It is mentioned in the eligibility criteria that "Bidder should have supplied, installed and maintained the SD-WAN Solution / WAN Solution (Same OEM devices not necessary the same model) "	The Clause is self explanatory
111	56	6.2 Technical Evaluation criterion	5 Marks for Each experience of SD-WAN/WAN Solution with 1000 Edge Router & Max 3 site (For Marks Calculation)=15	Tata Comm. Would like to seek clarity on this point , this should not be restricted any specific OEM & underlying devices ? Need clarity on marking system as well ?	The Clause is self explanatory
112	56	6.2 Technical Evaluation criterion	3 Marks for Each experience of SD-WAN Solution /WAN Solution with 500 Edge Routers & Max 3 site (For Marks Calculation)= 9	Tata Comm. Would like to seek clarity on this point , this should not be restricted any specific OEM & underlying devices ? Need clarity on marking system as well ?	The Clause is self explanatory
113	56	Technical Evaluation	Bidder should have supplied, installed and maintained the proposed SD- WAN solution/WAN Solution, in Commercial Banks/ Financial 20 Institutions/ PSU/ Govt. Organization in India	Bidder/OEM should have supplied, installed and maintained the proposed SD- WAN solution/WAN Solution, in Commercial Banks/ Financial 20 Institutions/ PSU/ Govt. Organization in India	No Change in RFP Clause
114	56	Technical Evaluation Criteria	Bidder should have supplied, installed and maintained the proposed SD-WAN solution/WAN Solution, in Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India	We hereby request bank to consider"Bidder/OEM should have supplied, installed and maintained the proposed SD-WAN solution/WAN Solution, in Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India"	No Change in RFP Clause
115	56	6.2 Technical Evaluation criterion	Bidder should have supplied, installed and maintained the proposed SD-WAN solution/WAN Solution, in Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India  a) 10 Marks for Each experience of SD-WAN/WAN Solution with 1000 Edge Router & Max 2 site (For Marks Calculation)= 20	Can we consider supply and maintainance of branch routers for compliance of WAN solution?	Clause in self explanatory.
116	56	6.2 Technical Evaluation criterion	3. Bidder Company's capability/strength and Ability & experience of the proposed Engagement Team handling SD-WAN solution (List of proposed team members along with PM possibly with reference letter from customers is required. Team members qualifications, certifications and age is required)) ( Self declaration from bidder competent authority for confirming the competency & resource qualification is required )	To showcase the bidder's capability, request bank to ask no. of bidder's set of skilled /certified resources on its payroll to execute such projects. It will not be possible to deploy the same set of proposed resources and predict their availability at the time of award of the project. However, we assure that similar type of resources with same competency & qualification shall be deployed as per proposed team structure. Actual team structure and size can be shared once the project is awarded.	Bidder understanding is correct
117	56	6.2 Technical Evaluation criterion	Bidder offering product in compliance to Make In India notification issued by GOI (Compliance need to be submitted as per Annexure-29)	Request bank to remove this clause from the technical evaluation. Kindly make it as <b>standard RFP clause</b> where in class I local supplier may get margin of purchase preference of approx. 20%. Including this clause in technical evaluation will gain 5 marks corresponding to commercial benefit (QCBS) on top of margin of purchase preference of approx. 20%. Else, this will eliminate any competition from non-Local supplier.	No Change in RFP Clause
118	56	clause 6.2	Evaluation Parameter	we request for more clarity of marking for Bidders.Distribution of Marks of point 1 and sub points and point 2 and sub points.	Clause in self explanatory.
119	58	Combined Techno Commercial Evaluation	Bids will be evaluated as per Combined Quality Cum Cost Based System. The Technical Bids will be allotted weightage of 70% while Commercial Bids will be allotted weightage of 30%.	Request to remove Combined Quality Cum Cost Based System and consider only technical evaluation with minimum 80% score followed by L1 criteria in commercial bid through RA for eligible bidders.	No Change in RFP Clause
120	59	7. Service Levels & Penalties	Uptime: a) The bidder shall guarantee a 24x7x365 availability with quarterly uptime of 99.95% for the solution installed at Central site (DC & DR Devices) 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.	Request to consider 99.90% as the uptime for the central site	No Change in RFP Clause

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121	60	1) Network equipment's Downtime:	The system installed must give an uptime of 99.95% on quarterly basis. Uptime Equipment cost + AMC cost till date >=99.95% NIL <99.95 to >98.0 2% <=98.0 to >97.0 4% <=97.0 to >96.0 6% <=96.0 to >95.0 8% Below 95.0% 10%	Bidder Request bank to please amend the SLA penalties as below: Uptime Equipment cost + AMC cost till date >=99.5% NIL <99.5 to >98.0 1% <=98.0 to >97.0 2% <=97.0 to >96.0 3% <=96.0 to >95.0 5% <=95.0 to >90.0 7% Below 90.0% 10%	No Change in RFP Clause
122	60	1) Network equipment's Downtime:	b) For Branch Equipment/Devices (Switch & Router): Engineer has to reach branch and replace if required within 24 hours from the time call lodge. Failure to do the same penalty of 0.5% cost of that particular hardware per day will be imposed on bidder by Bank.	Bidder request bank to please remove this clause as bidder is already imposed with the SLA penalties	No Change in RFP Clause
123	60	2) Shifting/ re-location of Network equipment:	a) Central Site (DC & DRC) Equipment's/Devices: Support from bidder for un-mounting and mounting of network equipment's and other components from the rack in the event of reallocation/shifting of racks based on Bank requirements. Failure to do same penalty of 0.5% cost of that particular hardware per day. b) For Branch Equipment/Devices (Switch & Router): Support from bidder for un-mounting and mounting of network equipment's and other components from the rack in the event of reallocation/shifting of racks/branch based on Bank requirements. Failure to do same penalty of 0.5% cost of that particular hardware per day will be imposed on bidder by Bank.	Bidder request bank to please allow 4-6 week' time frame for all such shifting/re-location activities Failure to do penalty of 0.5% cost of that particular hardware per week will be imposed on bidder by Bank.	No Change in RFP Clause
124	60	3) RMA (Return Merchandise Authorization):	a) Central Site (DC & DRC) Equipment's/Devices: 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 hours from the date of call lodge In case, if the successful bidder fails to provide the replacement of the faulty device as mentioned in the above paragraph, the penalty of INR 10,000/- would be levied on the Successful bidder for every 24 hours or part thereof for delay in providing replacement. However maximum cap of penalty will be 10% of total contract value.	Bidder request bank to please remove this clause as bidder is already imposed with the SLA penalties	No Change in RFP Clause
125	60	1) Network equipment's Downtime:	b) For Branch Equipment/Devices (Switch & Router): Engineer has to reach branch and replace if required within 24 hours from the time call lodge. Failure to do the same penalty of 0.5% cost of that particular hardware per day will be imposed on bidder by Bank.	Request to modify the clause as: b) For Branch Equipment/Devices (Switch & Router): Engineer has to reach branch and replace if required within 24 hours from the time call lodge. Failure to do the same penalty of 0.5% cost of that particular hardware <b>per week</b> will be imposed on bidder by Bank.	No Change in RFP Clause
126	60	2) Shifting/ re-location of Network equipment:	a) Central Site (DC & DRC) Equipment's/Devices: Support from bidder for un-mounting and mounting of network equipment's and other components from the rack in the event of reallocation/shifting of racks based on Bank requirements. Failure to do same penalty of 0.5% cost of that particular hardware per day.	Request to modify the clause as: a) Central Site (DC & DRC) Equipment's/Devices: Support from bidder for un-mounting and mounting of network equipment's and other components from the rack in the event of reallocation/shifting of racks based on Bank requirements. Failure to do same penalty of 0.5% cost of that particular hardware <b>per week</b> .	No Change in RFP Clause
127	60	2) Shifting/ re-location of Network equipment:	b) For Branch Equipment/Devices (Switch & Router): Support from bidder for un-mounting and mounting of network equipment's and other components from the rack in the event of reallocation/shifting of racks/branch based on Bank requirements. Failure to do same penalty of 0.5% cost of that particular hardware per day will be imposed on bidder by Bank	Request to modify the clause as: b) For Branch Equipment/Devices (Switch & Router): Support from bidder for un-mounting and mounting of network equipment's and other components from the rack in the event of reallocation/shifting of racks/branch based on Bank requirements. Failure to do same penalty of 0.5% cost of that particular hardware <b>per week</b> will be imposed on bidder by Bank	No Change in RFP Clause
128	60	3) RMA (Return Merchandise Authorization):	a) Central Site (DC & DRC) Equipment's/Devices: 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 hours from the date of call lodge In case, if the successful bidder fails to provide the replacement of the faulty device as mentioned in the above paragraph, the penalty of INR 10,000/- would be levied on the Successful bidder for every 24 hours or part thereof for delay in providing replacement. However maximum cap of penalty will be 10% of total contract value.	Request to modify the clause as: a) Central Site (DC & DRC) Equipment's/Devices: 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 hours from the date of call lodge In case, if the successful bidder fails to provide the replacement of the faulty device as mentioned in the above paragraph, the penalty of INR 1000/- would be levied on the Successful bidder for every week or part thereof for delay in providing replacement. However maximum cap of penalty will be 10% of that value of the particular hardware.	No Change in RFP Clause
129	60	1) Network equipment's Downtime:	Penalty shortfall in performance level: amount of penalty to be deducted Uptime Equipment cost + AMC cost till date >=99.95% NIL <99.95 to >98.0 2% <=98.0 to >97.0 4% <=97.0 to >96.0 6% <=96.0 to >95.0 8% Below 95.0% 10%	<b>Remark: Request Bank to cap the network equipment Downtime as suggested below:</b> >=99.95% NIL <99.95 to >98.0 1% <=98.0 to >97.0 2% <=97.0 to >96.0 3% <=96.0 to >95.0 4% Below 95.0% 5%	No Change in RFP Clause

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130	60	3) RMA (Return Merchandise Authorization):	a) Central Site (DC & DRC) Equipment's/Devices: 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 hours from the date of call lodge. In case, if the successful bidder fails to provide the replacement of the faulty device as mentioned in the above paragraph, the penalty of INR 10,000/- would be levied on the Successful bidder for every 24 hours or part thereof for delay in providing replacement. However maximum cap of penalty will be 10% of total contract value.	<b>Remark:</b> Request you give relaxation on penalty amount with 1000/- Rs for every 24 hours with maximum of 10% of the default services or items.	No Change in RFP Clause
131	61	4.2.1 Scope of Work	b) For Branch Equipment/Devices (Switch & Router): 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 24 Hours 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.	Considering the OEM limitations we request you to exclude Saturday & Sunday from this clause	No Change in RFP Clause
132	62	Service Level & Penalty for Security Management and Patch Updation (Applicable for Both Branch & DC/DRS devices)	The successful bidder has to maintain the compliance as per IT Security Policy, Procedure, Audit Report, VAPT, Security baseline etc. to the systems. Failure to meet the given standards (i.e. 99.90%) of compliance. The successful bidder must ensure that all supplied & installed equipment's & solutions are updated with critical patches/updates as and when they are released after due testing .Critical patches should be applied within 2 days of release by product OEM.  vendor will be liable for a penalty of amount equivalent to 1%, for every 1% reduction in compliance and part there-off will be charged on the value of the equipment & solution cost at DC, DRS, Branches/offices and Facility Management cost of specified	Bidder request bank to please remove this clause as bidder is already imposed with the SLA penalties	No Change in RFP Clause
133	62	7. Service Levels & Penalties	The successful bidder has to maintain the compliance as per IT Security Policy, Procedure, Audit Report, VAPT, Security baseline etc. to the systems. Failure to meet the given standards (i.e. 99.90%) of compliance	Request to provide the IT Security Policy, Procedure, Audit Report data points required, Security baseline data points, etc to arrive the the service level objective to meet the SLA compliance	Details will be shared with successful bidder
134	63	7.4 Penalties for delayed implementation	3) One percent 1% of the total product fees would be levied as a penalty for every one week delay as per delivery timelines per product / service	Bidder request bank to please remove this clause as bidder is already imposed with the LD penalties	No Change in RFP Clause
135	63	7.6 Overall Liability of the Bidder	The bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the TCO. The bidder's liability in case of claims against Bank resulting from wilful misconduct or gross negligence of the bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights, breach of confidentiality, or violation of any legal, regulatory, statutory obligations shall be unlimited.	Please note that this clause does not tally with clause 5.2.22. Please confirm which one will prevail.  In any case, we request that exception to limitation of liability should be revised to indicate that claims against the Bank resulting from wilful 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.	No Change in RFP Clause
136	65	8. Payment Terms	Application Cost <input type="checkbox"/> 100% of the software cost would be payable after successful installation and Acceptance testing sign-off by the Bank of the solution.	Request Bank to consider the Application Cost payment terms as * 80% of the software cost would be payable on delivery and balance 20% on successful installation and Acceptance testing sign-off by the Bank of the solution.	No change in RFP Clause.
137	65	8. Payment Terms	Hardware Cost <input type="checkbox"/> 70% of the delivered Proposed solution equipment cost would be payable on successful Post –delivery inspection of both Hardware and Softwares. <input type="checkbox"/> 20% of the delivered equipment cost would be payable after successful installation and Acceptance testing sign-off by the Bank of the solution <input type="checkbox"/> 10% of the delivered equipment cost would be payable after 3 months from successful running of Hardware/Software after installation and configuration signoff by Bank.	Request Bank to consider the Hardware Cost payment terms as 80% would be payable on delivery and balance 20% on successful installation and Acceptance testing sign-off by the Bank of the solution.	No change in RFP Clause.
138	65	8. Payment Terms	Facilities Management - AMC, ATS and other OEM Services Costs: <input type="checkbox"/> The annual amount to be paid towards AMC/ATS services recurring cost would be paid quarterly in advance.	Request Bank to consider the AMC/ATS patment as Yearly advance.	No Change in RFP Clause
139	65	8	70% of the delivered Proposed solution equipment cost would be payable on successful Post –delivery inspection of both Hardware and Softwares. <input type="checkbox"/> 20% of the delivered equipment cost would be payable after successful installation and Acceptance testing sign-off by the Bank of the solution <input type="checkbox"/> 10% of the delivered equipment cost would be payable after 3 months from successful running of Hardware/Software after installation and configuration signoff by Bank	80% of the delivered Proposed solution equipment cost would be payable on successful Post –delivery inspection of both Hardware and Software. <input type="checkbox"/> 20% of the delivered equipment cost would be payable after successful installation and	No change in RFP Clause.
140	65	Payment Terms	100% of the software cost would be payable after successful installation and Acceptance testing sign-off by the Bank of the solution.	100% of the software cost at the time of delivery and 100% installation cost against successful installation	No change in RFP Clause.
141	65	8. Payment Terms	The payment terms defined in the RFP are as below: - Application: 100% on Installation & Acceptance - Hardware: Delivery-70%; Installation & Acceptance-20%; After 3 Months of Go-Live-10%	Kindly request the bank to revise the payment terms as below: - Application: Delivery-70%; Installation & Acceptance-20%; On submission of PBG-10% - Hardware: Delivery-70%; Installation & Acceptance-20%; On submission of PBG-10%	No change in RFP Clause.

S. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank Response
142	65	Payment Terms	The annual amount to be paid towards AMC/ATS services recurring cost would be paid quarterly in advance.	We hereby request bank to consider:The annual amount to be paid towards AMC/ATS services recurring cost would be paid yearly in advance: Since Bidders need to pay OEM in advance for AMC/ATS.Also Bidders will be submitting PBG for the contract period	No Change in RFP Clause
143	65	8. Payment Terms	Application Cost <input type="checkbox"/> 100% of the software cost would be payable after successful installation and Acceptance testing sign-off by the Bank of the solution.  Hardware Cost <input type="checkbox"/> 70% of the delivered Proposed solution equipment cost would be payable on successful Post –delivery inspection of both Hardware and Softwares. <input type="checkbox"/> 20% of the delivered equipment cost would be payable after successful installation and Acceptance testing sign-off by the Bank of the solution <input type="checkbox"/> 10% of the delivered equipment cost would be payable after 3 months from successful running of Hardware/Software after installation and configuration signoff by Bank.	Kindly note that the SDWAN Application come along with hardware and OEM charges the solution cost without defferentiating its hardware & softwer. Hence request bank to consider similar payment terms as hardware.  Request modification of hardware payment terms as: Hardware Cost <input type="checkbox"/> 90% of the delivered Proposed solution equipment cost would be payable on successful Post –delivery inspection of both Hardware and Softwares. <input type="checkbox"/> 10% of the delivered equipment cost would be payable after 3 months from successful running of Hardware/Software after installation and configuration signoff by Bank or against tendering BG of equivalent amount valid for the period of installation & sign off .	No change in RFP Clause.
144	65	8	<b>Hardware Cost</b> 70% of the delivered Proposed solution equipment cost would be payable on successful Post –delivery inspection of both Hardware and Softwares. 20% of the delivered equipment cost would be payable after successful installation and Acceptance testing sign-off by the Bank of the solution	<b>Remark:</b> Request to confirm that " Delivery Inspection" is equivalent to " Signing of the Delivery Document" 2. 20% and 10 % payment to include Site Not Ready.	No Change in RFP Clause
145	65	8	<b>Facilities Management - AMC, ATS and other OEM Services Costs</b> OEM Services Costs – ONE TIME; 100% of the cost would be payable after the submission of the report and report signoff.	<b>Remark:</b> Request to share the copy of Report to be submitted	Detail will be shared with successful bidder
146	71			RFP mentions Training should be provided for 7 days duration, Can we reduce that to 4 days for Pre-implementation Training and keep as 7 Days for Post-Implementation Training	RFP clause modified.Please refer corrigendum
147	73	2	Bidder may require to create logical separation (including routing table) of branch LAN traffic and any other traffic as per bank requirement. Solution should allow to create minimum of 4 segments at each branch.	Bank to confirm bidder scope is limited to SD-WAN CPE or end user device. It is assumed from RFP that bidder will not be responsible for WAN and LAN manageability.	Clasue are self explanatory
148	74	A) Functional Requirement> point no. 25	Solution should support unicast and multicast traffic. It should support multicast replication on the overlay with static support. Solution should support PIM SSM, PIM ASM, BSR and IGMPV2/V3.	Request you to amend this clause as "SD-WAN solution should support unicast and Multicast on overlay tunnels. It should support multicast replication on the overlay with static/Auto RP support."PIM SSM, PIM ASM, BSR protocol will be required in traditional WAN setup. SDWAN fabric will carry all the traffic	No Change in RFP Clause
149	74	A) Functional Requirement. (20)	Solution should have built in capability to advertise LAN subnets on IPSec network without running any additional routing protocol for LAN advertisement	Lot of market leading OEM utilize the already fine-tuned and stable BGP for route advertisement. Requesting you to to omit this point.	No Change in RFP Clause
150	74	A) Functional Requirement:	The solution must support syslog and email/SMS based alarm to notify the administrators when any device/link fault or network performance degradation happens.	Is SMS based alert mandetory or optional	SMS based alert is optional.
151	74	A) Functional Requirement:	The solution must support syslog and email/SMS based alarm to notify the administrators when any device/link fault or network performance degradation happens.	We assume that SMS gateway is in bank scope. Please confirm.	Bidder understanding is correct
152	74	A) Functional Requirement:	The solution must support syslog and email/SMS based alarm to notify the administrators when any device/link fault or network performance degradation happens.	Please share existing SMS gateway details	Details will be shared with successful bidder
153	75	B) Technical Specification of SD-WAN Controller>Technical/Functional Specification of SD-WAN Controller> point no. 1	System should be able to support by Separating the control plane from the data plane and integrating the WAN and branch networks into a single end-to-end framework that uses policies to manage traffic.	Request you to amend this clause as "System should be able to support Separate management plane from the data plane and integrating the WAN and branch networks into a single end-to-end framework that uses policies to manage traffic."In SDWAN deployment all the configuration will be done through SDWAN controller only and the control plane lies on branch devices for better traffic control.	No Change in RFP Clause
154	76	Point#11 / B) Technical Specification of SD-WAN Controller	Solution should support packet duplication and forward error correction to improve voice and video applications	In order to manage the quality of voice and video applications in terms of better path out of available ones, each OEM has its own way of implementing the different algorithms. Packet duplication and forward error correction are not the only one.  request bank to remove this requirement in terms of very specific ones where different vendor can achieve similar by their solutions.	No Change in RFP Clause
155	76	Point#21 / B) Technical Specification of SD-WAN Controller	The router shall support Layer multilayer QoS.	it looks incomplete requirement. Please clarify what is expected from this requirement	RFP Clause Modified.Please refer corrigendum

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156	76	Point#11 / B) Technical Specification of SD-WAN Controller	Solution should support packet duplication and forward error correction to improve voice and video applications	In order to manage the quality of voice and video applications in terms of better path out of available ones, each OEM has its own way of implementing the different algorithms. Packet duplication and forward error correction are not the only one.  request bank to remove this requirement in terms of very specific ones where different vendor can achieve similar by their solutions.	No change in RFP Clause.
157	76	Point#21 / B) Technical Specification of SD-WAN Controller	The router shall support Layer multilayer QoS.	Seems it's incomplete sentence. Please clarify what exactly is expected from this requirement	RFP Clause Modified.Please refer corrigendum
158	77	Point#35 / B) Technical Specification of SD-WAN Controller	Every entity must be equipped with either a certificate signed by a public or enterprise certificate authority (CA), or a certificate for that entity to be accepted into the overlay. Before an instance is allowed into the network, the instance identity together with the certificate & serial number associated with the same must be present in a centrally managed security authentication database.	Please clarify the use case to have CA certified/Certification based overlay acceptance.It varies OEM to OEM. Hence request to reword to include or equivalent	No Change in RFP Clause
159	77	B) Technical Specification of SD-WAN Controllers>Technical/Functional Specification of SD-WAN Controller> point no. 33	Interface Encapsulation Support for SD-WAN :1. Internet & Sub-interface2. DSL: PPPoE3. 4G4. V.35 directly or with converter	Request you to amend this clause as "Interface Encapsulation Support for SD-WAN :3. 4G directly or with converterSDWAN appliance will not have native 4G port. But it will integrate with any 4G termination device.	No change in RFP Clause.
160	77	C) Specification of SD-WAN Gateway/Head End Router> point no. 5	Router should support at-least 6000 IPsec tunnels and 200000 IP Routes	Request you to amend this clause as"Router should support at-least 6000 IPsec tunnels and 30000 IPv4 and 30000 IPv6 Routes"Every OEM has its own SDWAN architecture. In our solution we don't measure routes scaling on controller as it is device functionality.	No Change in RFP Clause
161	77	33	Interface Encapsulation Support for SD-WAN : 1. Internet & Sub-interface 2. DSL: PPPoE 3. 4G 4. V.35 directly or with converter	1. In PPPoE case bank should provide static IP per LM 2. Does bank want LTE (Inbuilt or integrated) slot in each SD-WAN box	2. No bank don't want LTE ready router from day 1. Slot for enabling LTE should be available on router
162	77	4	C) Specification of SD-WAN Gateway/Head End Router: Router should be supplied with minimum 10 Gbps of aggregate bandwidth capacity with services like SD-WAN, IPsec , NAT & Firewall features enabled from day-1	Please specify the firewall features	Clause is self-explanatory.
163	77	Point#35 / B) Technical Specification of SD-WAN Controller	Every entity must be equipped with either a certificate signed by a public or enterprise certificate authority (CA), or a certificate for that entity to be accepted into the overlay. Before an instance is allowed into the network, the instance identity together with the certificate & serial number associated with the same must be present in a centrally managed security authentication database.	Please clarify what is being referred by "Entry" and "Instance" in this context ? Also what is the use case , bank prefers to have Certificate for overlay ?  This specification is very much vendor specific, request bank to remove this clause or make it vendor agnostic.	Entity & Instances mentioned are referring to SD-WAN solution components. SD-WAN should support 2 factor authentication before allowing any SD-WAN solution component into the Fabric.
164	78	C) Specification of SD-WAN Gateway/Head End Router> point no.12	Router should have AES Standards. Should support IPsec with IKEv2 and Suite-B Encryption. Router should support next generation encryption like AES-256-GCM from day-1	Request you to amend this clause as " Router should have AES Standards. Should support IPsec with IKEv2 and Suite-B Encryption. Router should support next generation encryption like AES-256-GCM in future.AES-256-GCM is in our product roadmap.	No change in RFP Clause.
165	78	C) Specification of SD-WAN Gateway/Head End Router> point no. 13	Router should support static Routes, OSPFv2, OSPFv3, BGP4, VRF, Policy based routing and tunnelling.	Request you to amend this clause as "Router should support static Routes, OSPFv2/OSPFv3, BGP4, VRF, Policy based routing and tunnelling."	No change in RFP Clause.
166	78	D) Specification of SD-WAN Router/Device (Category-1 & Category-2)> point no. 3	Proposed router should have temper proof hardware/chip based security to ensure router can boot only from OEM supplied software and not by any third party software	Please remove this clause.SDWAN appliance will be loaded on X86 server so it is not custom made hardware like router. So Chip based security will not be there in SDWAN appliance.	No change in RFP Clause.
167	78	D) Specification of SD-WAN Router/Device (Category-1 & Category-2)> point no. 4	Router should have AES Standards. Should support IPsec with IKEv2. Router should support next generation encryption like AES-256-GCM from day-1.	Request you to amend this clause as " Router should have AES Standards. Should support IPsec with IKEv2 and Suite-B Encryption. Router should support next generation encryption like AES-256-GCM in future.	No change in RFP Clause.
168	79	D) Specification of SD-WAN Router/Device (Category-1 & Category-2)> point no. 6	Router should support unicast and Multicast on overlay tunnels. It should support multicast replication on the overlay with static/Auto RP support. Solution should support PIM SSM, PIM ASM, BSR andIGMPV2/V3.	Request you to amend this clause as "SD-WAN solution should support unicast and Multicast on overlay tunnels. It should support multicast replication on the overlay with static/Auto RP support."PIM SSM, PIM ASM, BSR protocol will be required in traditional WAN setup. SDWAN fabric will carry all the traffic with in the tunnel based on overlay Policy	No change in RFP Clause.
169	79	D) Specification of SD-WAN Router/Device (Category-1 & Category-2)> point no. 13	Router shall conform to UL 60950-1; EN 60950-1; IEC 60950-1 and AS/NZS 60950-1	Request you to amend this clause as "Router shall conform to UL 60950-1; EN 60950-1; IEC 60950-1/IEC-60320" AS/NZS 60950-1 Standard is valid for Australia and Standards New Zealand not for india.	RFP Clause Modified.Please refer corrigendum
170	79	D) Specification of SD-WAN Router/Device (Category-1 & Category-2)> point no. > 14	Router shall conform to EN55032, Class A CISPR32, EN 61000 or Higher	Please remove Class A CISPR32.CISPR32 applies to multimedia equipment having a rated AC rms or DC supply voltage not exceeding 600 V. SDWAN appliance is having 110 to 240V.	RFP clause removed



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171	79	D) Specification of SD-WAN Router/Device (Category-1 & Category-2)> point no. 16	Router should support GETVPN and should able to integrate with current GETVPN architecture with support of features like , SUIT-B encryption from day-1.	Please remove this point. This protocol is required in traditional WAN setup. In SDWAN tunnel between Hub and spoke device will be static and there will be hub to spoke communication in banking environment	RFP Clause Modified. Please refer corrigendum
172	79	D) Specification of SD-WAN Router/Device (Category-1 & Category-2)> point no. > 17	Router should be provided with minimum 2x1Gig Ethernet WAN ports and 2x1Gig LAN ports. At least one WAN port should have capability to support both copper and fiber last mile connectivity at branch locations	Please remove "one WAN port should have capability to support both copper and fiber last mile connectivity at branch locations" Request you to amend this clause as "Router should be provided with minimum 2x1Gig Ethernet WAN ports and 2x1Gig LAN ports." All the service provider will provide the last mile on copper RJ45. so FSFP port at branch location may not be required	No change in RFP Clause.
176	79	D) Specification of SD-WAN Router/Device (Category-1 & Category-2). (17)	Router should be provided with minimum 2x1Gig Ethernet WAN ports and 2x1Gig LAN ports. At least one WAN port should have capability to support both copper and fiber last mile connectivity at branch locations	Currently only 10 Mbps bandwidth support has been asked for at the Branch. Requiring Fiber port on the device would be a rare use-case in very few Branches and provisioning this for all 1900 branches would not be commercially correct and would defeat the purpose of cost savings. We request you to change this to - "Router should be provided with minimum 2x1Gig Ethernet WAN ports and 2x1Gig LAN ports. At least one WAN port should have capability to support both copper and fiber last mile connectivity or separate Fiber converter should be provided at branch locations where Fiber support is required".	No change in RFP Clause.
177	79	D) Specification of SD-WAN Router/Device (Category-1 & Category-2). (18)	The router should have minimum 4GB DRAM and 2 GB flash memory	Currently only 10 Mbps bandwidth support has been asked for at the Branch. We believe that 4Gb DRAM would not be required by all OEMs. Different OEM's have different architectures. There are OEM's that use specialized ASIC in their devices which offloads network traffic and requires less RAM/Memory. We request you to change this to - "The router should have minimum 2GB DRAM and 2 GB flash memory".	No change in RFP Clause.
178	80	E) Technical Specification for Network Switch> Performance and Scalability> point no.9	The switch should have a MAC address table of at least 15K MAC	Please change this clause to The switch should have a MAC address table of at least 8K MAC. At branch layer switch such a higher MAC address is not required.	No change in RFP Clause.
179	80	E) Technical Specification for Network Switch> Layer-2 Features> point no.26	Must support enabling management of multiple switches with a single IP address.	Please remove this point. This is OEM Specific feature in their entry grade switch. If Single IP management is required request you to ask for stacking support in Switch.	Bidder can provide management using Single IP/Stacking feature whichever feasible for bidder.
180	80	E) Technical Specification for Network Switch> Layer-2 Features> point no.29	Switch should support inter vlan routing and static routing protocol/ RIP for both IPv4 and IPv6	Please remove RIP At the branch switch RIP routing protocol is not	RFP Clause Modified. Please refer corrigendum
181	80	E) Technical Specification for Network Switch. (4)	The switch should have minimum 256 MB of Flash memory	Request to change to 128 Mb Flash. Every OEM architecture is different. As long as solution complies to performance and capacity parameters internal hardware should not be enforced for fair competition. We request you to change this to - "The switch should have minimum 128 MB of Flash memory".	No change in RFP Clause.
182	80	E) Technical Specification for Network Switch. (22)	The switch should support IGMP filtering	We request you to change this to - The switch should support IGMP filtering/snooping.	RFP Clause Modified. Please refer corrigendum
183	81	E) Technical Specification for Network Switch > Operation and Management> point no. 46	The switch should support system health checks within the switch	Request you to amend as "The switch should support system health checks within the switch or through local GUI "with local GUI, Switch will provide temperature, fans and COU Monitoring	Clause is self-explanatory.
184	81	E) Technical Specification for Network Switch > Operation and Management> point no. 46	The switch should support sflow or netflow and Layer 2 trace route to ease troubleshooting by identifying the physical path that a packet takes from source to destination.	Request you to amend as " The switch should support Layer 2 trace route/Layer 3 traceroute "Layer2 trace route is not having any IEEE standard.	No change in RFP Clause.
185	81	E) Technical Specification for Network Switch > Dimension> point no. 53	Switch should be able to operate in a temperature range of 0 to 50 degree	Request you to amend as " Switch should be able to operate in a temperature range of 0 to 45 degree "for enterprise grade switch, standard temperature will be 0 to 45 Degree	No change in RFP Clause.
186	82	E) Technical Specification for Network Switch > Operation and Management> point no. 49	The switch should support Telnet and ssh interface support for comprehensive in-band management.	Request you to amend as " The switch should support Telnet/ssh interface support for comprehensive in-band management." SSH is more secure protocol used for in-band Management	No change in RFP Clause.
187	82	E) Technical Specification for Network Switch > Certifications & OEM Criteria> point no. 55	must be IPv6 Phase 2 certified by www.ipv6ready.org	Request you to amend as "must be IPv6 Phase 2 certified by www.ipv6ready.org or switch should be IPv6 ready from day one" The IPv6 Ready Logo Program is a conformance and interoperability testing program only. It will not guarantee the all IPv6 functionality.	No change in RFP Clause.
188	82	E) Technical Specification for Network Switch. (49)	The switch should support sflow or netflow and Layer 2 trace route to ease troubleshooting by identifying the physical path that a packet takes from source to destination.	We request you to change this to - The switch should support sflow or netflow or Layer 2 trace route to ease troubleshooting by identifying the physical path that a packet takes from source to destination.	No change in RFP Clause.

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189	86	Annexure 5: Eligibility Criteria Compliance	Bidder should have proposed supplied, installed and maintained the network switches (Same OEM devices not necessary the same model) with minimum 500 count in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years.	Request bank to consider this clause as " Bidder should have supplied, installed and maintained the network switches with minimum 500 count in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years."	No change in RFP clause
190	86	Annexure 5: Eligibility Criteria Compliance / A / 5	Bidder should have supplied, installed and maintained the SD-WAN Solution / WAN Solution (Same OEM devices not necessary the same model) with minimum 1000 edge devices in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years.	We request you to change this to - "Bidder should have supplied, installed and maintained the SD-WAN Solution / WAN Solution with minimum 500 edge devices in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years".	No change in RFP clause
191	86	Annexure 5: Eligibility Criteria Compliance Point 5	Bidder should have supplied, installed and maintained the SD-WAN Solution / WAN Solution (Same OEM devices not necessary the same model) with minimum 1000 edge devices in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years.	Tata Comm would like to seek relaxation for this point and this should be independent of the OEM and should not be restricted to single OEM . This should be called out in technical evaluation criteria as well that single OEM criteria should not be mandatory .	No change in RFP clause
192	86	Annexure 5: Eligibility Criteria Compliance / A / 5	Bidder should have supplied, installed and maintained the SD-WAN Solution / WAN Solution (Same OEM devices not necessary the same model) with minimum 1000 edge devices in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years.	SD-WAN is an emerging technology and is being widely adopted by large enterprise / PSU / Government customers in the last 1-2 years. FortiGate has embedded / integrated SD-WAN/ Advanced Routing functionality. While OEM has 1000+ branch SD-WAN deployments in BFSI sector in India but was implemented through regional system integrators. We have expertise SD-WAN / WAN routing on other OEM, kindly consider our skillset to deploy SD-WAN and make this amendment.  We request you to change this to - "Bidder should have supplied, installed and maintained the SD-WAN Solution / WAN Solution with minimum 500 edge devices in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years".	No change in RFP clause
193	86	Annexure 5: Eligibility Criteria Compliance / A / 6	Bidder should have the highest/Equivalent level partnership with OEM for proposed Solution/equipment for the at past two years (from RFP date) .	SD-WAN is an emerging technology and Fortinet has a wide range of products / solutions and our NSE Certification qualifies the skillset for deploying the respective technology. Hence, we request you to amend this clause to be certified level partnership on SD-WAN.  We request you to change this to - "Bidder should have Authorised / Certified level partnership with OEM for proposed Solution/equipment".	RFP clauses are self explanatory
194	86	Annexure 5: Eligibility Criteria Compliance / A / 5	Bidder should have supplied, installed and maintained the SD-WAN Solution / WAN Solution (Same OEM devices not necessary the same model) with minimum 1000 edge devices in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years.	SD-WAN is an emerging technology and is being widely adopted by large enterprise / PSU / Government customers in the last 1-2 years. FortiGate has embedded / integrated SD-WAN/ Advanced Routing functionality. While OEM has 1000+ branch SD-WAN deployments in BFSI sector in India but was implemented through regional system integrators.  We request you to change this to - "Bidder/OEM should have supplied, installed and maintained the SD-WAN Solution / WAN Solution with minimum 500 edge devices in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years".	No change in RFP clause
195	86	Annexure 5: Eligibility Criteria Compliance / A / 6	Bidder should have the highest/Equivalent level partnership with OEM for proposed Solution/equipment for the at past two years (from RFP date) .	SD-WAN is an emerging technology and Fortinet has a wide range of products / solutions and our NSE Certification qualifies the skillset for deploying the respective technology. Hence, we request you to amend this clause to be certified level partnership on SD-WAN.  We request you to change this to - "Bidder should have Authorised / Certified level partnership with OEM for proposed Solution/equipment".	RFP clauses are self explanatory
196	86	Eligibility criteria, Clause 5	<b>Eligibility criteria:</b> Bidder should have supplied, installed and maintained the SD-WAN Solution / WAN Solution (Same OEM devices not necessary the same model) with minimum 1000 edge devices in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years.	<b>Request the Bank to modify the clause and accept references in the past 5 years</b>	RFP Clause Modified.Please refer corrigendum
197	86	Annexure 5: Eligibility Criteria Compliance	Bidder should have supplied, installed and maintained the SD-WAN Solution / WAN Solution (Same OEM devices not necessary the same model) with minimum 1000 edge devices in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years.	We hereby request bank to consider "OEM/Bidder should have supplied, installed and maintained the SD-WAN Solution / WAN Solution (Same OEM devices not necessary the same model) with minimum 1000 edge devices in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years."	No change in RFP clause
198	86	Annexure 5: Eligibility Criteria Compliance	Bidder should have the highest/Equivalent level partnership with OEM for proposed Solution/equipment for the at past two years (from RFP date) .	We hereby request Bank to consider Bidder should be authorised partner of OEM. MAF/Authorisation letter to be provided by OEM in this regards.	RFP clauses are self explanatory

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199	86	Annexure 5: Eligibility Criteria Compliance	The bidder should have been in existence for a minimum period of five years in India as on 31-Dec-2021	We have gone through restructuring of the company business focusing digital business as separate entity operating from February 2021. Since the new entity will have to depend on its parent company to comply with experience and financial eligibility parameters of the RFP we request the bank to consider modification of the clause as: The bidder or bidder's parent company (in case bidder is wholly owned subsidiary of the parent company) should have been in existence for a minimum period of five years in India as on 31-Dec-2021	No change in RFP clause
200	86	Annexure 5: Eligibility Criteria Compliance	3. The minimum annual turnover of Bidder should not be less than INR 100 crores in each of the last three financial years, viz., 2018-19, 2019-20 & 2020-21 from India operations.	We have gone through restructuring of the company business focusing digital business as separate entity operating from February 2021. Since the new entity will have to depend on its parent company to comply with experience and financial eligibility parameters of the RFP we request the bank to consider modification of the clause as: 3. The minimum annual turnover of bidder or bidder's parent company (in case bidder is wholly owned subsidiary of the parent company) should not be less than INR 100 crores in each of the last three financial years, viz., 2018-19, 2019-20 & 2020-21 from India operations.	No change in RFP clause
201	86	Annexure 5: Eligibility Criteria Compliance	4. Bidder should have positive net worth for last 3 financial years i.e. 2018-19, 2019-20 & 2020-21	We have gone through restructuring of the company business focusing digital business as separate entity operating from February 2021. Since the new entity will have to depend on its parent company to comply with experience and financial eligibility parameters of the RFP we request the bank to consider modification of the clause as: Bidder or bidder's parent company (in case bidder is wholly owned subsidiary of the parent company) should have positive net worth for last 3 financial years i.e. 2018-19, 2019-20 & 2020-21	No change in RFP clause
203	86	Annexure 5: Eligibility Criteria Compliance / A / 6	Bidder should have the highest/Equivalent level partnership with OEM for proposed Solution/equipment for the at past two years (from RFP date) .	SD-WAN is an emerging technology. Hence, we request you to amend this clause to be certified level partnership on SD-WAN as:  "Bidder should have Authorised / Certified level partnership with OEM for proposed Solution/equipment".	RFP clauses are self explanatory
204	86	Annexure 5: Eligibility Criteria Compliance 5	Bidder should have supplied, installed and maintained the SD-WAN Solution / WAN Solution (Same OEM devices not necessary the same model) with minimum 1000 edge devices in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years.	<b>Remark:</b> Request you to give relaxation on Edge Devices count as suggested below.  <b>Suggestion:</b> Bidder should have supplied, installed and maintained the SD-WAN solution/WAN Solution (Same OEM devices not necessary the same model) with minimum <b>1000 250 edge devices</b> each in at least 1 Commercial Banks/Financial Institutions/ PSU/ Govt. Organization/ <b>Private Organization</b> in India in past 3 Years.	No change in RFP clause
205	86	Annexure 5: Eligibility Criteria Compliance: 6	Bidder should have the highest/Equivalent level partnership with OEM for proposed Solution/equipment for the at past two years (from RFP date) .	<b>Remark:</b> Request you to remove this clause.	No change in RFP clause
206	86	A.3	The minimum annual turnover of Bidder should not be less than INR 100 crores in each of the last three financial years, viz., 2018-19, 2019-20 & 2020-21 from India operations.	as per MSMED act 2003, 2006 DPIIT norms and NSIC norms an MSME and start & ups are exempted for turnover criteria. Kindly Reduce the turnover criteria to 40 Crores.	All the government guidelines regarding MSMED Act 2003, 2006 DPIIT norms and NSIC norms will be considered while evaluation
207	87	Annexure 5: Eligibility Criteria Compliance Point 7	Bidder should have proposed supplied, installed and maintained the network switches (Same OEM devices not necessary the same model) with minimum 500 count in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years.	Tata Comm would like to seek relaxation for this point and this point should be as follows : Bidder should have proposed supplied, installed and maintained the network switch/network device (Same OEM devices not necessary the same model) with minimum 500 count in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years.  Amending the above point will enable a more competitive landscape for the bank in the form of increased participation from various OEM's / Technologies	No change in RFP Clause.
208	87	Annexure 5: Eligibility Criteria Compliance / A / 7	Bidder should have proposed supplied, installed and maintained the network switches (Same OEM devices not necessary the same model) with minimum 500 count in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years.	We have expertise in Switching on multiple other OEMs and the concepts would remain the same across OEM's. Kindly consider our skillset to deploy switching and make this amendment.  We request you to change this to - "Bidder should have proposed supplied, installed and maintained the network switches with minimum 250 count in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years".	No change in RFP clause
209	87	Annexure 5: Eligibility Criteria Compliance / A / 7	Bidder should have proposed supplied, installed and maintained the network switches (Same OEM devices not necessary the same model) with minimum 500 count in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years.	We have expertise in Switching on multiple other OEMs and the concepts would remain the same across OEM's.  We request you to change this to - " <b>Bidder /OEM</b> should have proposed supplied, installed and maintained the network switches with minimum 250 count in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years".	No change in RFP clause

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210	87	Annexure 5: Eligibility Criteria Compliance	Bidder should have proposed supplied, installed and maintained the network switches (Same OEM devices not necessary the same model) with minimum 500 count in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years.	We hereby request bank to consider "OEM/Bidder should have proposed supplied, installed and maintained the network switches (Same OEM devices not necessary the same model) with minimum 500 count in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years."	No change in RFP clause
211	87	Annexure 5: Eligibility Criteria Compliance / A / 7	Bidder should have proposed supplied, installed and maintained the network switches (Same OEM devices not necessary the same model) with minimum 500 count in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years.	Request to modify the clause as : <b>Bidder / Bidder's parent Company (incase Bidder is wholly owned subsidiary of Parent Company)</b> should have supplied, installed and maintained the network switches (Same OEM devices not necessary the same model) with minimum 500 count in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 7 Years.  With no major business during past 2 years effected by Covid -19 pandemic, we request the bank to consider experience in past 7 years instead of past 3 years.	RFP Clause Modified.Please refer corrigendum
212	87	Annexure 5: Eligibility Criteria Compliance : 7	Bidder should have proposed supplied, installed and maintained the network switches (Same OEM devices not necessary the same model) with minimum 500 count in at least 1 Commercial Banks/ Financial Institutions/ PSU/ Govt. Organization in India in past 3 Years.	<b>Remark:</b> Request you to give relaxation on Switch count as suggested below.  <b>Suggestion:</b> Bidder should have proposed supplied/installed/maintained the network switches ( <b>ANY OEM</b> devices) with minimum <b>250 Switches</b> each in at least 1 Commercial Banks/Financial Institutions/ PSU/ Govt. Organization/ <b>Private Organization</b> in India. <b>We request Bank to allow Bidder to quote for any OEM on SW to provide healthy competition from multiple OEM.</b>	No change in RFP clause
213	88	Point#B.1 /Annexure 5: Eligibility Criteria Compliance	OEM should have minimum 2 customer reference in Govt./Public sector/BFSI globally running routers with SD-WAN Technology/Solution with minimum 1000 sites & minimum 500 switches in last 3 years	SDWAN soltion will be a software based solution and it is hardware independant. Otherwise few OEM's will have advantage here.  Request bank to consider this clause as :-  OEM should have minimum 2 customer reference in Govt./Public sector/BFSI globally running routers with SD-WAN Technology/Solution with minimum 1000 sites in last 3 years.	No change in RFP Clause.
214	88	Annexure 5: Eligibility Criteria Compliance, Criteria to be met by the OEM	The OEM should have their spare warehouse/Depot in at least 15 cities in India.	Request Bank to consider this clause as :- "The OEM/ OEM Authorized partner should have their spare warehouse/Depot in at least 15 cities in India."	No change in RFP clause
215	88	Annexure 5: Eligibility Criteria Compliance	Note: i) Bank Existing service provider managing security Operation of Bank at DC and DRS shall not be eligible to bid in the tender process.	Request bank to remove this clause as there is no dependancy between security operation and SDWAN solution which will be implemented to manage branch network. This clause is not incorporated by other public sector banks SDWAN RFP's as well.	No change in RFP clause
216	88	OEM should have minimum 2 customer reference in Govt./Public sector/BFSI globally running routers with SD-WAN Technology/Solution with minimum 1000 sites & minimum 500 switches in last 3 years	SDWAN as a technology first was adopted in manufacturing industries and thus request you to allow us to participate so that bank will get fair competition	Request you to ammend as "OEM should have minimum 1 customer reference in Govt./Public sector/BFSI/Retail/manufacturing industry globally running routers with SD-WAN Technology/Solution with minimum 1000 sites & minimum 500 switches in last 3 years"	No change in RFP clause
217	88	OEM should have minimum 2 customer reference in Govt./Public sector/BFSI globally running routers with SD-WAN Technology/Solution with minimum 1000 sites & minimum 500 switches in last 3 years	SDWAN as a technology first was adopted in manufacturing industries and thus, request you to allow us to participate so that bank will get fair competition	Request you to ammend as "OEM should have minimum 1 customer reference in Govt./Public sector/BFSI/Retail/manufacturing industry globally running routers with SD-WAN Technology/Solution with minimum 1000 sites & minimum 500 switches in last 3 years"	No change in RFP clause
218	88	Annexure 5	OEM should have minimum 2 customer reference in Govt./Public sector/BFSI globally running routers with SD-WAN Technology/Solution with minimum 1000 sites & minimum 500 switches in last 3 years	OEM should have minimum 2 customer reference in Govt./Public sector/BFSI in India running routers with SD-WAN Technology/Solution with minimum 1000 sites & minimum 500 switches in last 3 years	No change in RFP clause
219	88	Annexure 5: Eligibility Criteria Compliance / B / 5	The OEM should have their spare warehouse/Depot in at least 15 cities in India.	4 Hour Replacement has been requested only for DC and DR and not for rest of the locations. Also, bidder / OEM would need to comply with mentioned SLA's to avoid penalty clause. Hence, requesting you to change this to - "The OEM should have their spare warehouse/Depot in at least 8 cities in India".	No change in RFP clause
220	88	Annexure 5: Eligibility Criteria Compliance / B / 5	The OEM should have their spare warehouse/Depot in at least 15 cities in India.	4 Hour Replacement has been requested only for DC and DR and not for rest of the locations. Also, bidder / OEM would need to comply with mentioned SLA's to avoid penalty clause. Hence, requesting you to change this to - "The OEM should have their spare warehouse/Depot in at least 8 cities in India".	No change in RFP clause

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221	88	Point#B.1 /Annexure 5: Eligibility Criteria Compliance	OEM should have minimum 2 customer reference in Govt./Public sector/BFSI globally running routers with SD-WAN Technology/Solution with minimum 1000 sites & minimum 500 switches in last 3 years	This is ambiguous criteria due to switches, "SD-WAN Technology/Solution with minimum 1000 sites & minimum 500 switches in last 3 years"  Please clarify this "SD-WAN Technology/Solution with minimum 1000 sites & minimum 500 switches"	OEM should have experience for SD-WAN 1000 Sites & 500 Sites for Switches experience.Both the experience are sperate or can be in same project.
222	88	Annexure 5: Eligibility Criteria Compliance / B / 5	The OEM should have their spare warehouse/Depot in at least 15 cities in India.	Pls consider 4 Hour Replacement has been requested only for DC and DR and not for rest of the locations. Also consider modification of the clause as: The OEM/Bidder should have their spare warehouse/Depo/ Support Officest in at least 15 cities in India.	No change in RFP clause
223	88	Annexure 5: Eligibility Criteria Compliance 5	OEM should have minimum 2 customer reference in Govt./Public sector/BFSI globally running routers with SD-WAN Technology/Solution with minimum 1000 sites & minimum 500 switches in last 3 years	<b>We request bank to consider OEM should have minimum 1 customer reference in Govt./Public sector/BFSI/Private globally running routers with SD-WAN Technology/Solution with minimum 250 sites.</b>	No change in RFP clause
224	88	Annexure 5: Eligibility Criteria Compliance 5	The OEM should have been in existence for a minimum period of 5 years in India as on 31-Dec 2021	The OEM should have been in existence for a minimum period of <b>3 years</b> in India as on 31-Dec 2021	No change in RFP Clause.
225	88	Annexure 5: Eligibility Criteria Compliance 5	The OEM should have their spare warehouse/Depot in at least 15 cities in India.	We Request to amend the word " wareHouse "to " <b>Point of presence</b> " and <b>Bidder/OEM should have Point of presence at 15 cities in India.</b>	No change in RFP clause
226	99	<b>Annexure 12: Pre Contract Integrity Pact6. Fall Clause:</b>	6.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the <b>BIDDER to the BUYER, if the contract has already been concluded.</b>	We request deletion of the Fall Clause from the Integrity Pact, since prices offered are based on various factors, including volume, quantity, location of delivery, prices provided by the OEMs and other contractual risks. Also, the CVC guidelines and sample Integrity Pact of CVC makes it clear that Fall Clause is not a requirement under the Integrity Pact.	No change in RFP clause
227	102	Annexure 14: Resource Deployment Plan	Project Director/Manager Enterprise Architect L1 L2	Request Bank to confirm the number of engineers required in each shift as full time or Part time based services.	No change in RFP clause
228	113	Annexure 20: Resource Plan Matrix	Qualification & Experience  Solution Administration & Management--L1--B.E./B.Tech/ MCA/M.Sc. IT with a minimum 2 years' experience out of which 1 years in Routing, Switching & network security equipment's at Data Centre or equivalent Level. The resource must be well versed with exposure in Software Defined WAN solution deployment and its operations	Request Bank to consider the experience as " B.E./B.Tech/ MCA/M.Sc.IT /Graduate with a minimum 2 years' experience out of which 1 years in Routing, Switching & network security equipment's at Data Centre or equivalent Level. The resource must be well versed with exposure in Software Defined WAN solution deployment and its operations"	No change in RFP clause
229	113	Annexure 20: Resource Plan Matrix	Qualification & Experience  Solution Administration & Management--L2--B.E./B.Tech/ MCA/M.Sc. IT with a minimum 4 year experience out of which 3 years in Routing, Switching & network security equipment's at Data Centre or equivalent Level. The resource must be well versed with exposure in Software Defined WAN solution deployment and its operations	Request Bank to consider the experience as " B.E./B.Tech/ MCA/M.Sc.IT/Graduate with a minimum 4 year experience out of which 3 years in Routing, Switching & network security equipment's at Data Centre or equivalent Level. The resource must be well versed with exposure in Software Defined WAN solution deployment and its operations	No change in RFP clause
230	115	Annexure 22: List of supported devices by OEM	Annexure 22: List of supported devices by OEM	Please share more details since its not clear what is expected here	Basically it includes the known devices for which OEM have tested integration documentation.
231	117		Commercial Bill of Material	Bidder request Bank to share the Commercial bid format in Excell	Already shared in Annexure
232	129	EJ Facilities Management - People deployment cost	L1 level personnel (24*7*365)	Support window mentioned for L1 Backup Solution in Annexure 14: Resource Deployment Plan is 16*7*365 for 3 Number of Engineers. For 24*7*365 support , more engineers required. Please clarify.	No change in RFP clause
233	132	Annexure- 30 Price Discover Format For Existing Cisco Router Buyback/Licensing	Annexure- 30 Price Discover Format For Existing Cisco Router Buyback/Licensing as per RFP	Request bank to remove this clause as this give advantage to one OEM over other OEM's .	Its is only for price disoccovery & bank may ask based on option selected by bidder for further action.It is for bank investment protection.So no change in RFP clause.
234	183	L1 Resource Qualification	B.E./B.Tech/ MCA/M.Sc. IT	Kindly Consider B.E./B.Tech./M .E./M.Tech /BCA/B.Sc./ MCA/M.Sc. with a minimum relevant experience of two years	No change in RFP clause
235	183	L2 resource Qualification	B.E./B.Tech/ MCA/M.Sc. IT with a minimum 4 year experience out of which 3 years in Routing, Switching & network security equipment's at Data Centre or equivalent Level.	Kindly Consider B.E./B.Tech./M .E./M.Tech /BCA/B.Sc./ MCA/M.Sc. With a minimum 4 year experience out of which 3 years in Routing, Switching & network security equipment's at Data Centre or equivalent Level.	No change in RFP Clause.

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236	22, 39	Point#4.2.1.21 /4. Project Details, Point#5.1.13 /5. Terms & Conditions	<p>All routers and switches should be IPv6 compatible and should have IPv6 logo phase-2 certificate.</p> <p>IPv6 Readiness The SI shall ensure that the solution hardware is IPv6 Compatible and shall ensure the IPv6 deployment at no extra cost to the Bank whenever required by bank. SI shall successfully pass both Interoperability and Conformance tests for IPV6 and shall receive the IPV6 Ready Logo. The SI shall ensure that the devices used for the solution and related services shall be on the IPv6 Ready logo program approved list and shall pass the IPv6 Ready Logo Phase-2 test.</p>	Request bank to relax or remove the "IPv6 logo phase-2 certificate" requirement	No change in RFP Clause.
237	22, 39	Point#4.2.1.21 /4. Project Details, Point#5.1.13 /5. Terms & Conditions	<p>All routers and switches should be IPv6 compatible and should have IPv6 logo phase-2 certificate.</p> <p>IPv6 Readiness The SI shall ensure that the solution hardware is IPv6 Compatible and shall ensure the IPv6 deployment at no extra cost to the Bank whenever required by bank. SI shall successfully pass both Interoperability and Conformance tests for IPV6 and shall receive the IPV6 Ready Logo. The SI shall ensure that the devices used for the solution and related services shall be on the IPv6 Ready logo program approved list and shall pass the IPv6 Ready Logo Phase-2 test.</p>	<p>IPv6 logo Phase-2 certificate is an international standard and recognized globally. New and Make In India SD-WAN OEMs are yet to get certified.</p> <p>Request bank to relax this clause for Make In India SD-WAN solutions</p>	No change in RFP Clause.This is as per National IPV6 deployment Roadmap .
238	26, 79	4.2.1.43, Point# 16 / D) Specification of SD-WAN Router/Device (Category-1 & Category-2)	<p>Bank is running GETVPN technology on existing branch locations. Bidder needs to ensure that proposed routers can work and integrate with both existing GETVPN and new requirement as per RFP to ensure ease of operation and network migration for bank.</p> <p>Router should support GETVPN and should able to integrate with current GETVPN architecture with support of features like , SUIT-B encryption from day-1.</p>	<p>GetVPN is Cisco Proprietary VPN technology feature.</p> <p>Request bank to remove to be vendor neutral</p>	RFP Clause Modified.Please refer corrigendum
239	42, 43	<b>RFP 5.2.9 Order Cancellation</b>	<p>The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:</p> <p>5.2.9.1 Inordinate delays &amp; lack of action from the Bidder towards supply and delivery beyond the delivery timelines. 5.2.9.2 In case the Service Level Agreement (SLA) is not executed within the 60 days from acceptance of Purchase Order 5.2.9.3 Serious discrepancy in the quality of service / hardware / software expected during the implementation, rollout and subsequent maintenance process. 5.2.9.4 In the case of any violation of the terms of the RFP, Contract, Secrecy or persistent default in complying with the terms of Service Agreement 5.2.9.5 At any stage, any representation or particulars furnished by bidder are found to be incorrect or false. 5.2.9.6 In case the bidder changes its constitution or amalgamate or merge with any other entity without the prior intimation to the Bank then such change will not be acceptable to the Bank. 5.2.9.7 In the case any major shareholder or stakeholder are found to have been engaged in activities which are criminal in nature in their own country or any proceedings for declaring them as insolvent for winding up are pending or initiated. 5.2.9.8 The bidder goes into liquidation voluntarily or otherwise. 5.2.9.9 The progress regarding execution of the contract by the bidder is unsatisfactory. 5.2.9.10 Deduction on account of liquidated damages exceeds 10% of the total contract Price. 5.2.9.11 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. 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</p>	Please confirm that where any order is cancelled due to default, then such cancellation shall be done when the default is solely attributable to the Bidder. Further please confirm that any such cancellation due to default of the Bidder shall be done only after Bidder has been provided with atleast 30 days' notice to cure or remedy such default.	No change in RFP Clause

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240	73,79	Point#25 / A) Functional Requirement, Point# 6 / D) Specification of SD-WAN Router/Device (Category-1 & Category-2)	Solution should support unicast and multicast traffic. It should support multicast replication on the overlay with static support. Solution should support PIM SSM, PIM ASM, BSR and IGMPV2/V3.  Router should support unicast and Multicast on overlay tunnels. It should support multicast replication on the overlay with static/Auto RP support. Solution should support PIM SSM, PIM ASM, BSR and IGMPV2/V3.	Please clarify the use case of multicast application in Bank. If it's good to have requirement, request bank to remove it.	Use case will be shared with successful bidder.
241	73,79	Point#25 / A) Functional Requirement, Point# 6 / D) Specification of SD-WAN Router/Device (Category-1 & Category-2)	Solution should support unicast and multicast traffic. It should support multicast replication on the overlay with static support. Solution should support PIM SSM, PIM ASM, BSR and IGMPV2/V3.  Router should support unicast and Multicast on overlay tunnels. It should support multicast replication on the overlay with static/Auto RP support. Solution should support PIM SSM, PIM ASM, BSR and IGMPV2/V3.	Currently Banks don't have any active use case or multicast based application. Thus banks don't deploy multicase functionalities in the WAN side network Infrastructure.  Request bank to consider removal of this requirement.	Use case will be shared with successful bidder.
242	78, 79	Point#16 /C) Specification of SD-WAN Gateway/Head End Router Point#9 / D) Specification of SD-WAN Router/Device (Category-1 & Category-2)	Shall have 802.1p class of service and marking, classification, policing and shaping.	802.1p is related to Layer-2 Ethernet frame header for CoS- Classification, marking, policing etc are more prevalent on Layer 2 Ethernet network especially on switches.  Request bank to remove this requirement from SD-WAN specifications.	No change in RFP clause
243	78, 79	Point#16 /C) Specification of SD-WAN Gateway/Head End Router Point#9 / D) Specification of SD-WAN Router/Device (Category-1 & Category-2)	Shall have 802.1p class of service and marking, classification, policing and shaping.	802.1p is primarily Layer-2 Ethernet frame header format and using this CoS- Classification, marking, policing etc are more prevalent on Layer 2 Ethernet network especially on switches.  SD-WAN devices are primarily designed to receive and process the IP packets not pure Ethernet frames.  Request bank to remove this requirement from SD-WAN specifications.	No change in RFP clause
244	General	Power and earthing	Power and earthing	RACK Space, Proper power supply and earthing arrangement for the bidder network devices will be arranged and maintained by customer.	Bidder understanding is correct
245	General	Site readiness	Site readiness	Customer has to ensure the site readiness before bidder depute engineer at site for installation. Delay due to site readiness will not be consider under the delivery time lines and no penalty or LD will be applicable on bidder.	No Change in the RFP Clause
246	General	First level troubleshooting	First level troubleshooting	In case of connectivity down, FLT will be done by the customer spoke available at site. No downtime will be attribute to bidder incase the local person is not available at site or on site access is not available for the bidder engineer to check after the FLT.	No Change in the RFP Clause
247	General	Network equipment safety	Network equipment safety	All the network equipments delivered by bidder at customer site for the Services should be kept under safe custody by the customer. In case any device found lost or damaged due to customer attribute than customer has to bear the cost for lost/damaged as well as new device.	Clauses are already cover under RFP
248	General	SLA calculation	SLA calculation	SLA/downtime calculation will be done basis the trouble ticket rasied by the customer with the bidder central helpdesk.	No Change in the RFP Clause
249	General	SLA Exemption	SLA Exemption	NO SLA penalty will be applicable on bidder incase the location is down due to 1) Power issue at customer end. 2) Improper earthing at site. 3) Equipment damaged due to water seepage or stolen from the location. 4) Access not avaiable at site for the bidder engineer to check the issue. 5) LC not available at site. 6) Any condition which is beyond the control of bidder.	No Change in the RFP Clause
250	Pg # 74, Functional Requirements,	Point # 20 Solution should have built in capability to advertise LAN subnets on IPsec network without running any additional routing protocol for LAN advertisement	LAN subnets are advertised over IPSEC tunnels built in the Overlay network. No additional routing protocol is required to be run in the underlay.	Request to modify as below: Request to modify as below: Solution should have built in capability to advertise LAN subnets on IPsec network without running any additional routing protocol in the customer Underlay network for LAN advertisement	No change in RFP clause.

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251	Pg # 74, Functional Requirements,	Point # 25 Solution should support unicast and multicast traffic. It should support multicast replication on the overlay with static support. Solution should support PIM SSM, PIM ASM, BSR and IGMPV2/V3.	We would like to understand if there is any specific use case for PIM ASM. We support PIM SM/SSM and IGMP v2/v3. Does this suffice the bank requirements ?	Request to modify as below: Request to modify as below. Solution should support unicast and multicast traffic. It should support multicast replication on the overlay with static support. Solution should support PIM SSM, PIM ASM/SM, BSR and IGMPV2/V3.	No change in RFP clause.
252	Pg # 77, Controller Requirements,	Point # 33	Point # 33 Interface Encapsulation Support for SD-WAN : 1. Internet & Sub-interface 2. DSL: PPPoE 3. 4G 4. V.35 directly or with converter	Want to understand if DSL connectivity is present in current network and how many locations. Usually with SDWAN devices, DSL connectivity is not available and it will be added as extra component which will drive the cost of the solution up	Encapsulation support is asked for handling future use case .
253	Pg # 77, Gateway/Head end Router,	Point # 5	Router should support at-least 6000 IPsec tunnels and 200000 IP Routes	We would like to understand why the scalability of 6000 IPsec tunnels is required ? The entire solution is going to be scalable upto 4000 sites in future, hence IPsec tunnel scale of 4000 would suffice the requirements for full mesh connectivity if required	No change in RFP clause.
254	Pg # 78, Gateway/Head end Router.	Point # 8 Router should have one USB 3.0 port	USB port on the SDWAN CPE is used for USB boot of the device in case of hardware OS failure. This requirement can be easily fulfilled with USB 2.0. Moreover, there is no mention of using USB 3.0 port for any kind of data transfer.	Request to allow USB 2.0 port availability on the device	No change in RFP clause.
255	Pg # 79, Category-1,2 Router,	Point # 16	Router should support GETVPN and should able to integrate with current GETVPN architecture with support of features like , SUIT-B encryption from day-1.	GETVPN is a proprietary feature from specific vendor. Request to allow equivalent feature or remove this point from RFP	RFP Clause Modified.Please refer corrigendum
256		5.2.35	Termination	The Bank shall be entitled to terminate the agreement without assigning any reason with the Bidder at any time by giving Thirty (30) days prior written notice to the Bidder. Early termination charges will be applicable in case termination is executed with in the service contract	No Changes in RFP Clause
257			Payment terms	Bidder requests the Bank pay all one time costs like hardware, software, license cost on delivery. Pay installation costs post installation. And all recurring charges like Support, AMC and ATS in Quarterly advance mode.	No change in payment clause
258		General query	General query	Please clarify 1. whether BOM will provide new rack space in present server room infra or existing NW devices space to be utilized for new devices during downtime. 2. new device install can only happen once old devices are de-installed. 3. which access media type is presently in operation. 4. Responsibility for existing router de-installation and rerouting of WAN/LAN cables (once new devices are installed) as it is presently in ownership of BOM. 5. Applications are presently running. 6. 1900 site location details.	Details will be shared with the successful bidder only.
259		General query	General query	If project to be awarded in phases , please clarify how to breakout implementation schedule and LD's / penalties to be calculated.	SLA clauses are self-explanatory.
260		4.2.1.1	4.2.1.1	As per phased timelines mentioned in RFP, its contradicting on 10 weeks ask Vs phased ask of 600 boxes to be deployed by 31st April-22.	RFP timelines are indicative and bidders to submit their schedule timeline.
261		4.2.1.32	4.2.1.32	Please clarify OEM professional services required for headend and all branches.	No Changes in RFP Clause
262		5.2.4	5.2.4	Inspection test is physical audit or it's application level testing post turn up and migration.	Both physical and application level
263		5.2.38	5.2.38	Please relax LD's and Penalties as RFP timelines are difficult to meet.	RFP timelines are indicative and bidders to submit their schedule timeline. LD to be applicable if the bidder is not able to meet their timelines.
264		General query	General query	Pls clarify acceptance criteria for signing off SDWAN solution and persona details for SDWAN architecture and application landscape usage.	Detailies will be shared with successful bidder.
265		L1 & L2 Resource	24*365	Do we need to quote for 1- L1 and 1-L2 resource or L1 L2 resources required for 24*365 days	Bidder to quote price for 1 L1 and 1 L2, Requirement of resources will be shared with the successful bidders



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266		<b>RFP 5.2.29 Exit Option and Contract Re-Negotiation</b>	5.2.29.3- 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 third parties is functionally similar, so that the Bidder can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.	We request deletion of this clause. Parties shall not renegotiate prices after the contract is awarded to the successful Bidder.	No Changes in RFP Clause
267		<b>RFP Assignment - 5.2.7</b>	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: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) Termination of the contract with the Bidder for any reason whatsoever; (iv) Expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against the Bidder.	Please clarify what the Bank means by right of Bank to assign portion of AMC to any sub-contractors.  Also, please confirm that there shall be no termination for convenience by the Bank.	No change in RFP Clause
268				RFP mentions two types of Training : Pre implementation and Post Implementation to be done through OEM and Course completion certificate to be provided	RFP clauses are self explanatory
269		Pg # 74, Functional Requirements, Point # 20	Solution should have built in capability to advertise LAN subnets on IPsec network without running any additional routing protocol for LAN advertisement	LAN subnets are advertised over IPSEC tunnels built in the Overlay network. No additional routing protocol is required to be run in the underlay.	No Change in RFP clause
270		Pg # 74, Functional Requirements, Point # 25	Solution should support unicast and multicast traffic. It should support multicast replication on the overlay with static support. Solution should support PIM SSM, PIM ASM, BSR and IGMPv2/v3.	We would like to understand if there is any specific use case for PIM ASM. We support PIM SM/SSM and IGMP v2/v3. Does this suffice the bank requirements ?	No Change in RFP clause
271		Pg # 77, Gateway/Head end Router, Point # 5	Router should support at-least 6000 IPsec tunnels and 200000 IP Routes	We would like to understand why the scalability of 6000 IPsec tunnels is required ? The entire solution is going to be scalable upto 4000 sites in future, hence IPsec tunnel scale of 4000 would suffice the requirements for full mesh connectivity if required	No Change in RFP clause
272		Pg # 78, Gateway/Head end Router, Point # 8	Router should have one USB 3.0 port	USB port on the SDWAN CPE is used for USB boot of the device in case of hardware OS failure. This requirement can be easily fulfilled with USB 2.0. Moreover, there is no mention of using USB 3.0 port for any kind of data transfer.	No Change in RFP clause
273		Additional Clause Suggested :		Bidder shall have the right to terminate the contract in case of non-payment of dues within 60 days of due date.	Not Accepted by bank
274	15-16	3. RFP Response terms	RFP Validity Period RFP responses will remain valid and open for evaluation according to their terms for a period of at least six (6) months from the RFP closing date. Bank / its subsidiaries shall have the right, at its sole and absolute discretion, to continue the assignment / contract on the selected bidder for future requirement on the rates finalized in this processing for various items / activities as described in the Price Bid after expiry of current assignment period.	RFP Validity Period RFP responses will remain valid and open for evaluation according to their terms for a period of at least six (6) months from the RFP closing date. Bank with mutual consent of the bidder continue the assignment / contract on the selected bidder for future requirement on the mutually agreed rates	No change in the RFP Clause
275	16-17	3.6 Integrity Pact	Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by Bank, continue to provide facility to Bank at no less favourable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm. Bank shall make such prorated payment for services rendered by the bidder and accepted by Bank at the sole discretion of Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.	Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by Bank, continue to provide facility to Bank at no less favourable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm. Bank shall make such prorated payment for services rendered by the bidder and accepted by Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date and also make payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination". There shall be no termination compensation payable to the bidder.	No change in the RFP Clause

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276	26-27	4.3 Warranty/AMC/ATS Support service	<p>The Bidder shall provide the maintenance (Warranty, AMC &amp; ATS) for a period of Five years beginning from the date of acceptance of the solution by the Bank. The Warranty period for the new components shall be for the first Three years for Hardware &amp; first year for Application software, for which the cost shall be factored in the respective hardware &amp; application cost.</p> <p>I. Agree that the Bank will not be liable to pay any additional amounts in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. Free on-site maintenance services shall be provided by the Bidder during the period of warranty.</p> <p>L. If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, the Bidder shall replace the unit of component with another of the same performance and quality or higher, at no cost to the Bank.</p> <p>M. Further provided that the Bank may, during the contract, shift the goods wholly or in part to other location(s) within the Country and in such case the Bidder undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to the Bank</p> <p>N. In case the Bank desires to get the services delivered by their appointed service provider</p>	<p>The Bidder shall provide the maintenance (Warranty, AMC &amp; ATS) for a period of Five years beginning from the date of acceptance of the solution by the Bank. The Warranty period for the new components shall be for the first Three years for Hardware &amp; first year for Application software, for which the cost shall be factored in the respective hardware &amp; application cost.</p> <p>Warranty Exclusions: This warranty excludes defects attributable to external factors beyond the Bidder 's control, including power supply fluctuations, or the Purchaser's alterations, misuse or negligence.</p> <p>Limitations to Warranty: a) If any of the Deliverables have been tampered with or altered by any unauthorised person from the Bank's side, either by way of retrofitting or otherwise, the warranty provided by the Bidder shall be rendered void to that extent. b) If the Bank uses any of the Deliverables in disregard to any operating instructions, the warranty shall be rendered void to that extent. c) Any abuse, negligent use or misuse of any of the Deliverables shall render the warranty void to that extent.</p> <p>The scope of the software warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the Bank. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder; (ii) any change, not made by Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the Bank without the</p>	No change in the RFP Clause
277	28-29	4.4 People Deployment	4.4.6 The Bank will perform the technical competency of the resources provided by the bidder either on its own or through third party resources. However, background verification and police verification of the resources shall be the responsibility of the bidder.	4.4.6 The Bank will perform the technical competency of the resources provided by the bidder either on its own or through third party resources. However, background verification and police verification of the resources shall be the responsibility of the bidder.	No change in the RFP Clause
278	31	5.1.2 Price bid	5.1.2.2 The prices quoted for the proposed solutions in the commercial bid shall be valid for the period of contract. In case there is decrease in the prices of the proposed solutions during the tenure of the contract; the cost benefit shall be passed to the bank	5.1.2.2 The prices quoted for the proposed solutions in the commercial bid shall be valid for the period of contract.	No change in the RFP Clause
279	31-32	5.1.3 Commercials	<p>5.1.3.2. Bidder is expected to maintain the proposed solutions supplied and commences the Warranty from the date of acceptance by the Bank. The Bidder shall be in a position to continue to provide AMC services as proposed to the Bank for the sixth and seven year on the sole discretion of the Approval granted by the Bank. The Bank in this regard shall take a decision based on the Bidder's performance.</p> <p>5.1.3.7. 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>	<p>5.1.3.2. Bidder is expected to maintain the proposed solutions supplied and commences the Warranty from the date of acceptance by the Bank. The Bidder shall be in a position to continue to provide AMC services, at then mutually agreed rates/price, to the Bank for the sixth and seven year on the sole discretion of the Approval granted by the Bank. The Bank in this regard shall take a decision based on the Bidder's performance.</p> <p>5.1.3.7. The insurance shall be for an amount equal to 110% of the total value of equipment on "all risks" basis, including theft and robbery and flood clauses, valid till the bank accepts the equipment. This will be applicable for the period of the contract.</p>	No change in the RFP Clause

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280	33-34	5.1.4 Performance Guarantee	<p>5.1.4.1 The successful bidder should furnish a Performance Bank Guarantee to the extent of 3% of the value of the contract within 30 days of the date of receipt of the purchase order/indent. The Performance Bank Guarantee has to be submitted in the format as required by the Bank. The performance guarantee would be for the entire period of the Contract plus 3 months. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract. The limit of PBG of 3 % is as per guidelines of Ministry of Finance, Department of Expenditure Procurement Policy Division (No. F.9/4/2020-PPD) dated 12th November 2020 which are applicable to all tenders/ contracts issued/ concluded till 31st December 2021. If the tenders/ contracts is not issued/ concluded till 31st December 2021, as per revised guidelines of GOI (if any) will be applicable with regards to PBG. In absence of any guidelines from GOI, the limit of PBG will be 10 %.</p> <p>5.1.4.6 The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Bidder's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement.</p>	<p>5.1.4.1 The successful bidder should furnish a Performance Bank Guarantee to the extent of 3% of the value of the contract within 30 days of the date of receipt of the purchase order/indent. The Performance Bank Guarantee has to be submitted in the format as required by the Bank. The performance guarantee would be for the entire period of the Contract plus 3 months. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract. The limit of PBG of 3 % is as per guidelines of Ministry of Finance, Department of Expenditure Procurement Policy Division (No. F.9/4/2020-PPD) dated 12th November 2020 which are applicable to all tenders/ contracts issued/ concluded till 31st December 2021. If the tenders/ contracts is not issued/ concluded till 31st December 2021, as per revised guidelines of GOI (if any) will be applicable with regards to PBG. In absence of any guidelines from GOI, the limit of PBG will be 10 %.</p> <p>5.1.4.6 The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance.</p>	No change in the RFP Clause
281	35-37	5.1.5 Changes to the RFP	<p>5.1.5.2 The Bank may revise any part of the RFP, by providing an addendum to the Bidder at stage till commercial bids are opened.</p> <p>5.1.5.7 The Bank reserves the right to make any changes in the terms and conditions of purchase before the submission of bid proposal by the Bidder. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.</p> <p>5.1.5.10 Right to Alter Quantities – The Bank reserves the right to alter the requirements specified in the tender. The Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. The bank will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the Bidder against the item would be considered for such alteration. The Bidder agrees that the prices quoted for each line item &amp; component is valid for period of contract and can be used by Bank for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by the Bank in the event the market prices / rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of commercial offer. Any price benefit in the proposed solution equipment, licenses, services &amp;</p>	<p>5.1.5.2 The Bank may revise any part of the RFP, by providing an addendum to the Bidder at stage till the bid proposal is submitted.</p> <p>5.1.5.7 The Bank reserves the right to make any changes in the terms and conditions of purchase before the submission of bid proposal by the Bidder. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.</p> <p>5.1.5.10 Right to Alter Quantities – The Bank reserves the right to alter the requirements specified in the tender. The Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. The bank will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the Bidder against the item would be considered for such alteration. The Bidder agrees that the prices quoted for each line item &amp; component is valid for period of contract and can be used by Bank for alteration in quantities.</p> <p>. The increase in requirements should be limited to maximum of 20% of the original quantity. Any further increase shall be provided at mutually decided rates. In case of increase in quantities, the delivery period shall accordingly be increased by Bank. Bank shall not be entitled to reduce the quantities after issuance of the purchase order.</p> <p>5.1.5.13 There will be an inspection test conducted by the Bank after installation of the proposed solutions. In case of discrepancy in Proposed solution equipment supplied &amp; not matching the</p>	No change in the RFP Clause

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282	35-37	5.1.5 Changes to the RFP	<p>5.1.5.15 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 shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank.</p> <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.</p> <p>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>5.1.5.20 Technical Inspection and Performance Evaluation - The Bank may choose to carry out a technical inspection/audit and performance evaluation of products offered by the</p>	<p>5.1.5.15 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). In respect of demands claimed by the Bank on the Bidder towards breaches, the Bank shall provide the Bidder with details of such demand claimed by the Bank. However, there are other indemnities such as indemnity for IPR violation, etc., that the Bidder is expected to provide as per the RFP. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages.</p> <p>5.1.5.20 Technical Inspection and Performance Evaluation - The Bank may choose to carry out a technical inspection/audit and performance evaluation of products offered by the Bidder. The Bidder would permit the Bank or any person / persons appointed by the Bank to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances the same would be reimbursed to the Bidder by the Bank.</p>	No change in the RFP Clause
283	38	5.1.7 Award of Contract	<p>5.1.7.2 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.</p>	<p>5.1.7.2 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. However, Bank shall not be entitled to decrease the quantities of goods or services after the issuance of the purchase order to the Bidder.</p>	No change in the RFP Clause
284	38	5.1.9 Confidentiality Agreement	<p>5.1.9.3 Confidentiality should be applicable forever.</p>	<p>5.1.9.3 Confidentiality should be applicable for a period of 2 years if the bidder is not qualified and for a period of 2 years after the termination of the Agreement, if the agreement is executed with the Bidder</p>	Clause is modified
285	40	5.2.1 Contract Commitment	<p>The Bank intends that the contract, which is contemplated herein with the Bidder, shall be for a period of five years from the date of acceptance sign off. However, the extension of the AMC post warranty period will be at the sole discretion of the Bank.</p>	<p>The Bank intends that the contract, which is contemplated herein with the Bidder, shall be for a period of five years from the date of acceptance sign off. However, the extension of the AMC post warranty period will be done with mutual consent of the parties.</p>	No change in the RFP Clause
286	40-41	5.2.4 Inspection	<p>The Bank will carry out the inspection tests for testing of related deliverables &amp; licenses to verify that the supplied equipment's are as per the Bill of materials. The Bidder shall assist the Bank in all inspection tests to be carried out by the Bank. In case of any discrepancy in the proposed solution supplied, the Bank reserves the right to terminate the entire agreement in case the Bidder does not rectify or replace the supplied hardware/software within 30 days and the Bidder shall take back Bidder equipment at Bidder costs and risks. 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>The Bank will carry out the inspection tests for testing of related deliverables &amp; licenses to verify that the supplied equipment's are as per the Bill of materials. The Bidder shall assist the Bank in all inspection tests to be carried out by the Bank. In case of any discrepancy in the proposed solution supplied, the Bank reserves the right to terminate the entire agreement in case the Bidder does not rectify or replace the supplied hardware/software within 30 days and the Bidder shall take back Bidder equipment at Bidder costs and risks. 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>	No change in the RFP Clause

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287	41	5.2.5 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 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>On successful completion of inspection testing i.e. receipt of deliverables, installation &amp; configuration of the proposed solution etc., the inspection certificate will be jointly prepared with the selected Bidder at the time of the execution of the project.</p> <p>Bank shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables.</p> <p>Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by Bank if the Bank (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).</p> <p>The date on which such certificate is signed by the Bank or deemed 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>	No change in the RFP Clause
288	42	5.2.8 Insurance	<p>In addition to the insurance policies taken by the Bidder with respect to the transportation of the equipment as set out above, the Bidder shall maintain adequate professional liability and an all risk Insurance for the aggregate of all deliverables and services to be rendered by virtue of Supply of solution equipment &amp; software and shall provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid. The Bidder shall procure appropriate insurance policies of the limits acceptable to the Bank for damage to Bank's premises, Banks property, data or loss of life, which may occur as a result of or in the course of performing the Bidder's obligations under the RFP. The Bidder also warrants and represents that it shall keep all their respective directors, partners, advisers, agents, representatives and or employees adequately insured in respect of business travel in India and further agrees to provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid. The Bidder shall furnish to the Bank prior to the commencement of the supply of solution equipment, copies of the certificates of insurance as stipulated as set out herein certifying that the policies of insurance, endorsed as required, are in full force and effect (together with any required waivers of subrogation). The Bidder shall ensure that the policies contain provision that the Bank will be given thirty (30) days' prior written notice by the insurers in the event of either cancellation or material change in coverage; and that the Bank shall be given thirty (30) days' notice prior to termination of the insurance for failure to renew or pay premium. The Insurance procured by the Bidder shall be primary to any other insurance available to the Bank, its assigns, officers, directors, agents and employees.</p>	<p>In addition to the insurance policies taken by the Bidder with respect to the transportation of the equipment as set out above, the Bidder shall maintain adequate professional liability and an all risk Insurance for the aggregate of all deliverables and services to be rendered by virtue of Supply of solution equipment &amp; software and shall provide to the Bank on request insurance broker's certificate and evidence that the premiums have been paid. The Bidder also warrants and represents that it shall keep all their respective directors, partners, advisers, representatives and or employees adequately insured in respect of business travel in India and further agrees to provide to the Bank on request insurance broker's certificate and evidence that the premiums have been paid.</p> <p>The Bidder shall furnish to the Bank prior to the commencement of the supply of solution equipment, copies of the certificates of insurance as stipulated as set out herein certifying that the policies of insurance, endorsed as required, are in full force and effect (together with any required waivers of subrogation). The Bidder shall ensure that the Bank will be given thirty (30) days' prior written notice by the bidder in the event of either cancellation or material change in coverage; and that the Bank shall be given thirty (30) days' notice prior to termination of the insurance for failure to renew or pay premium. The Insurance procured by the Bidder shall be primary to any other insurance available to the Bank, its assigns, officers, directors, agents and employees.</p>	Clause is modified
289	42	5.2.8 Insurance	<p>The Bidder's obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the Bidder's other obligations, and the Bidder's liability to the Bank shall not be limited to the amount of coverage.</p> <p>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.</p> <p>The Bank shall be added as a Beneficiary or additional insured" and appropriate certification shall be provided by the Bidder's insurer certifying compliance with the provisions of this clause</p>	<p>The Bidder's obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the Bidder's other obligations, and the Bidder's liability to the Bank shall not be limited to the amount of coverage.</p> <p>It is usual for Bidders to have name of their customers endorsed as additional insured / beneficiary and provide a copy of the insurance broker's certificate to the customers.</p> <p>The Bank shall be added as a Beneficiary or additional insured" and appropriate certification shall be provided by the Bidder's insurer certifying compliance with the provisions of this clause</p>	No change in the RFP Clause
290	42-43	5.2.9 Order Cancellation	<p>The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:</p> <p>5.2.9.1 Inordinate delays &amp; lack of action from the Bidder towards supply and delivery beyond the delivery timelines.</p> <p>5.2.9.2 Inability of the Bidder to remedy the situation within 30 days from the date of pointing out the defects by the Bank. (30 days will be construed as the notice period)</p>	<p>The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:</p> <p>5.2.9.1 Inordinate delays &amp; lack of action from the Bidder towards supply and delivery beyond the delivery timelines provided the delay is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure</p>	No change in the RFP Clause

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291	43-44	5.2.10 Indemnity	<p>5.2.10.1 bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and 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 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>5.2.10.2 The Bidder 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>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>5.2.10.1 bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, and other proceedings, (including reasonable attorney fees), relating to or resulting directly from:</p> <p>iv. Infringement of any third party 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>5.2.10.2 The Bidder shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, 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 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. Vendor shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Vendor's compliance with Bank's specific technical designs or instructions (except where Vendor knew or should have known that such compliance was likely to result in an Infringement Claim and Vendor did not inform Bank of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material; (iii) modification of a Deliverable after delivery by Vendor to Bank if such modification was not made by or on behalf of the Vendor; (iv) operation or use of</p>	No change in the RFP Clause
292	43-44	5.2.10 Indemnity	<p>5.2.10.3 The Bidder 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 Bidder provided facility provided the loss can directly and solely be attributable due to services provided by Bidder</p> <p>5.2.10.4 Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities and shall exclude indirect, consequential and incidental damages.</p>	<p>5.2.10.3 The Bidder shall indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <p>ii. third party claims for IP infringement bidder</p> <p>5.2.10.4 Indemnity shall exclude indirect, consequential and incidental damages.</p>	No change in the RFP Clause
293	44	5.2.11 Inspection of Records	<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, 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 excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.</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, not more than once in a year, 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 including Bidder's cost, profit, discount and pricing data would be excluded from such inspection,.</p> <p>Any such inspection/audit shall be conducted expeditiously and efficiently, after giving due notice to the Bidder which shall not be less than 10 days. The Bank shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless the Bank relieves Bidder from meeting the applicable service levels. The Auditor should not be the direct competitor of the Bank. The Auditor (including regulatory auditor) has to sign NDA before conducting the Audit.</p>	No change in the RFP Clause
294	42	5.2.12 Publicity	<p>Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.</p>	<p>Any publicity by either party in the name of other party should be done only with the explicit written permission of the other party.</p>	No change in the RFP Clause

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295	45-46	5.2.14 Penalty	<p>5.2.14.1 The Bank expects the Bidder to complete the scope of the project as mentioned in clause 4 -scope of work of this document within the timeframe specified in Clause 2.3.1 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>5.2.14.2 For example, if the Bidder is not able to supply a proposed solution equipment or the supplied equipment requires some more parts for its functioning or there is a delay in installation of any equipment then the penalty levied will be 1% of the cost of "That Proposed solution component" per week of delay. For example, there is delay of two weeks in delivery / installation of an equipment; then the penalty will be charged 2% of the cost of that equipment.</p>	<p>5.2.14.1 The Bank expects the Bidder to complete the scope of the project as mentioned in clause 4 -scope of work of this document within the timeframe specified in Clause 2.3.1 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>5.2.14.2 For example, if the Bidder is not able to supply a proposed solution equipment or the supplied equipment requires some more parts for its functioning or there is a delay in installation of any equipment then the penalty levied will be 1% of the cost of "That Proposed solution component" per week of delay. For example, there is delay of two weeks in delivery / installation of an equipment; then the penalty will be charged 2% of the cost of that equipment.</p>	No change in the RFP Clause
296	45-46	5.2.14 Penalty	<p>5.2.14.3 The proposed rate of penalty would be 1 % of the of value of affected service or product per week of non-compliance to, 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. 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 10 – Commercial Bill of Materials for cost of the product and services; also refer to clause 2.3.1 for project timelines.</p> <p>5.2.14.4 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 clause 7 for service levels and service credits</p> <p>5.2.14.5 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>5.2.14.6 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</p>	<p>5.2.14.3 The proposed rate of penalty would be 1 % of the of value of affected service or product per week of non-compliance to, 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. Thereafter, the contract may be cancelled. The bank also has the right to invoke the performance guarantee. Refer to Annexure 10 – Commercial Bill of Materials for cost of the product and services; also refer to clause 2.3.1 for project timelines.</p> <p>5.2.14.4 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 clause 7 for service levels and service credits</p> <p>5.2.14.5 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>5.2.14.6 Notwithstanding what is mentioned hereinabove or anywhere else in the tender, the maximum amount that may be levied by way of penalty and Liquidated Damages 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>	No change in the RFP Clause
297	45	5.2.15 Information Ownership	All information processed, stored, or transmitted by Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.	All information processed, stored, or transmitted by Bank to the Bidder belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the Bank's information or rights to redistribute the Bank's information. The Bidder understands that civil, or administrative penalties may apply for failure to protect information appropriately.	No change in the RFP Clause
298	45	5.2.16 Sensitive Information	Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.	Any information considered sensitive must be notified to the Bidder as being sensitive and be protected by the Bidder from unauthorized disclosure, modification or access.	No change in the RFP Clause
299	38-39	5.1.11 IT ACT	The successful bidder shall indemnify, protect and save 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 (with amendment from time to time) or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by thebidder to Bank from any source.	. Compliance to any changes in regulatory guidelines of GOI/ RBI, IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 shall be done through change order process where the equitable adjustments shall be done in the contract price and delivery schedule and contract shall accordingly be amended. The successful bidder shall indemnify, protect and save Bank against all claims, losses, costs, damages, expenses, 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 (with amendment from time to time) or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by the bidder to Bank from any source.	No change in the RFP Clause

S. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank Response
300	38	5.1.10 Aadhar Act	The successful bidder must comply with Aadhar Act 2016 and the subsequent amendments as applicable to the products/services.	The successful bidder must comply with Aadhar Act 2016 and the subsequent amendments (till date) as applicable to the products/services. Compliance to subsequent amendments will be done at an extra cost to Bank.	No change in the RFP Clause
301	49	5.2.22 Bidder's Liability	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. The Bidder's liability in case of claims against the Bank resulting from misconduct or 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.	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 not exceed the total amount paid to Bidder by the Bank in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose). The Bidder's liability in case of claims against the Bank resulting from wilful misconduct of the Bidder, its employees and subcontractors or from infringement of third party patents, trademarks, copyrights or such other Intellectual Property Rights 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, punitive, special, exemplary or consequential damages (including loss of business, profits, data, goodwill etc) or liability, under or in connection with or arising out of this agreement or the Proposed solution components, hardware or the software delivered hereunder. Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Bank or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank. Such failures or delays shall be brought to the notice of the Bank and subject to mutual agreement with the Bank, then Bidder shall take such actions as may be necessary to correct or remedy	No change in the RFP Clause
302	50	Governing Law:-	This RFP shall be governed and construed in accordance with the laws of India. The courts of Pune alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, shall it find it expedient to do so.	This RFP shall be governed and construed in accordance with the laws of India. The courts of Pune alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP.	No change in the RFP Clause
303	50-51	5.2.29 Exit Option and Contract Re-Negotiation	5.2.29.1 The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions: 5.2.29.1.1 Failure of the successful Bidder to accept the contract and furnish the Performance guarantee within 30 days of receipt of purchase contract; 5.2.29.1.2 Delay in delivery beyond the specified period; 5.2.29.1.3 Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by the Bank. (60 days will be construed as the notice period) 5.2.29.2 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. 5.2.29.3 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 third parties is functionally similar, so that the Bidder can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization. 5.2.29.4 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	5.2.29.1 The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions: 5.2.29.1.1 Failure of the successful Bidder to accept the contract and furnish the Performance guarantee within 30 days of receipt of purchase contract; 5.2.29.1.2 Substantial delay in delivery beyond the specified period provided such delay is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure 5.2.29.1.3 Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by the Bank. (60 days will be construed as the notice period) 5.2.29.2 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. 5.2.29.3 5.2.29.4 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. 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. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.	No change in the RFP Clause



S. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank Response
304	51	5.2.30 Corrupt and Fraudulent Practices	The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. 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	The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.	No change in the RFP Clause
305	51-52	5.2.32 Violation of terms	The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages	The Bank clarifies that either Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other party from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Party may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages	No change in the RFP Clause
306	52-53	5.2.35 Termination	1. Bank shall be entitled to terminate the agreement without assigning any reason with the bidder at any time by giving Thirty (30) days prior written notice to the bidder. 2. Bank shall be entitled to terminate the agreement at any time by giving notice if: a. The Bank shall be entitled to terminate the Agreement at any time by giving at least 15 days notice to the Bidder b. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice. c. The bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. 3. The bidder shall have right to terminate only in the event of winding up of Bank.	2. Bank shall be entitled to terminate the agreement at any time by giving notice if: a. The Bank shall be entitled to terminate the Agreement at any time by giving at least 30 days notice to the Bidder b. The bidder breaches its material obligations under the tender document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice provided the material breach is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure. c. The bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. 3. The bidder shall have right to terminate in the event of winding up of Bank or in case of breach of any terms and conditions of the agreement by the Bank which is not cured within 30 days of receipt of notice of termination	No change in the RFP Clause
307	53	5.2.36 Effect of termination	5.2.36.1 The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period. Same terms (including payment terms) which were applicable during the term of the contract shall be applicable for reverse transition services 5.2.36.2 The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall continue to provide warranty/AMC services to the Bank at no less favourable terms than those contained in this RFP. In case the bank wants to continue with the Bidder's services after the completion of this contract then the Bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm. 5.2.36.3 The Bank shall make such prorated payment for services rendered by the Bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment	5.2.36.1 The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism in case of termination for default. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period. Same terms (including payment terms) which were applicable during the term of the contract shall be applicable for reverse transition services 5.2.36.2 The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall continue to provide warranty/AMC services to the Bank at no less favourable terms than those contained in this RFP. In case the bank wants to continue with the Bidder's services after the completion of this contract then the Bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm. 5.2.36.3 The Bank shall make such prorated payment for services rendered by the Bidder and accepted by the Bank in the event of termination, provided that the Bidder is in compliance with its obligations till such date. Bank will also make payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination". There	No change in the RFP Clause

S. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank Response
308	49	5.2.23 Intellectual Property Rights	<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 owned by Bank. 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.</p> <p>Residuals. The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank.</p> <p>Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or</p>	<p>All Intellectual Property Rights in the bespoke 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 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 on a license basis.</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>Residuals. The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank. The Bidder shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Bidder (including without limitation any affiliate, competitor or potential competitor of the Bank. Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the</p>	No change in the RFP Clause
309	39	5.1.15 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 or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them 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 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</p>	<p>The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender</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</p>	No change in the RFP Clause

S. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank Response
310	53-54	5.2.38 Liquidated Damages	<p>Installation will be treated as incomplete in one/all of the following situations:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Non-delivery of any component or other services mentioned in the order</li> <li><input type="checkbox"/> Non-delivery of supporting documentation</li> <li><input type="checkbox"/> Delivery/Availability, but no installation of the components and/or software</li> <li><input type="checkbox"/> Ill-integration</li> <li><input type="checkbox"/> System operational, but unsatisfactory to Bank</li> </ul> <p>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, 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 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, Bank may consider termination of the contract.</p>	<p>Installation will be treated as incomplete in one/all of the following situations:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Non-delivery of any component or other services mentioned in the order</li> <li><input type="checkbox"/> Non-delivery of supporting documentation</li> <li><input type="checkbox"/> Delivery/Availability, but no installation of the components and/or software</li> <li><input type="checkbox"/> Ill-integration</li> <li><input type="checkbox"/> System not operational</li> </ul> <p>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, Bank shall, deduct from the contract price, as liquidated damages, a sum equivalent to 0.50% of the contract amount for delayed deliveries 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 of delayed deliveries. Once the maximum is reached, Bank may consider termination of the contract.</p>	No change in the RFP Clause
311	54	5.2.39 Non-Disclosure	<p>iii. Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the Contractor in any future tendering process of the Bank.</p>	<p>iii. Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract</p>	No change in the RFP Clause
312	57-58	6.3 Commercial Bid Evaluation	<p>Please note that, failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeiture of the Bid Security Deposit to Bank. This is not withstanding Bank's right to take any other action deemed fit, including claiming damages, 'Black Listing' the bidder from participating in future Tenders that would be floated by the Bank for a period found fit by the Bank, and also using the associates like IBA. The complete escalation matrix starting from the lowest till the highest level of hierarchy of the bidder has to be submitted.</p>	<p>Please note that, failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeiture of the Bid Security Deposit to Bank.</p> <p>The complete escalation matrix starting from the lowest till the highest level of hierarchy of the bidder has to be submitted.</p>	No change in the RFP Clause

S. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank Response
313	59-63	7. Service Levels & Penalties	<p>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.</p> <p>7.6 Overall Liability of the Bidder The bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the TCO. The bidder's liability in case of claims against Bank resulting from misconduct or negligence of the bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights, breach of confidentiality, or violation of any legal, regulatory, statutory obligations shall be unlimited.</p>	<p>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 PBG will be forfeited Penalties on delay will be applicable when the delay is not attributable to Bank.</p> <p>7.6 Overall Liability of the Bidder The bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall not exceed the total amount paid to Bidder by the Bank in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose).. The bidder's liability in case of claims against Bank resulting from wilful misconduct of the bidder, its employees and subcontractors or from infringement of third party patents, trademarks, copyrights or such other intellectual property rights shall be unlimited</p> <p>In no event shall either party be liable for any indirect, special, punitive, exemplary, incidental or consequential damages or liability (including loss of profit, data, goodwill, reputation or revenue), under or in connection with or arising out of the Agreement.</p> <p>Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Bank or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank, then Bidder shall be allowed an additional period of time to perform its</p>	No change in the RFP Clause
314	65	8: Payment terms	<p>The Bidder must accept the payment terms proposed by the Bank. The financial offer submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.</p>	<p>The payment terms will be mutually decided by the parties.. The Bank shall have the right to withhold any payment due to the Bidder except in case of work successfully delivered by the Bidder), in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.</p> <p>Bank shall pay each undisputed invoice, within 30 days after its receipt. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Bank and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. Any objection / dispute to the amounts invoiced in the bill shall be raised by bank within 10 days from the date of receipt of the invoice else the invoice shall be deemed to have been accepted by the Bank. Upon settlement of disputes with respect to any disputed invoice(s), bank will make payment within 7 days of the settlement of such disputes.</p>	No change in the RFP Clause
315	83	Annexure 2: Technical Bid Format	We confirm that we will abide by all the terms and conditions contained in the RFP	Subject to the deviations submitted along with the bid proposal, we confirm that we will abide by all the terms and conditions contained in the RFP	No change in the RFP Clause
316	85	Annexure 4: Conformity Letter	We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by Bank, provided however, that only the list of deviations furnished by us in Annexure 12 of the main TENDER DOCUMENT which are expressly accepted by Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid TENDER DOCUMENT. Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.	Subject to the deviations submitted along with the bid proposal , we hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by Bank, provided however, that only the list of deviations furnished by us in Annexure 12 of the main TENDER DOCUMENT which are expressly accepted by Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid TENDER DOCUMENT. Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing,	No change in the RFP Clause
317	89	Annexure 6: Cover Letter	2. If our Bid is accepted, we undertake to abide by all terms and conditions of this tender and also to comply with the delivery schedule as mentioned in the Tender Document	2. If our Bid is accepted, we undertake to abide by all terms and conditions of this tender and also to comply with the delivery schedule as mentioned in the Tender Document subject to the deviations submitted along with the bid proposal	No change in the RFP Clause

S. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank Response
318	92	Annexure 9: Bid Security Declaration	<p>This has reference to your RFP for Supply, Installation, Implementation, Integration and Maintenance of Backup Solution in your Bank. We _____ (bidder Name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 1 years from the date of submission of Bid in case of any of the following:</p> <p>3. In case of us becoming successful bidder and if:</p> <p>3.1 We fail to execute contract within the stipulated time.</p> <p>3.2 We fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.</p> <p>3.3 The bidder violates any of the provisions of the terms and conditions of this tender specification</p>	<p>This has reference to your RFP for Supply, Installation, Implementation, Integration and Maintenance of Backup Solution in your Bank. We _____ (bidder Name), hereby undertake that we are liable to be 1 disqualified in case of any of the following:</p> <p>3. In case of us becoming successful bidder and if:</p> <p>3.1 We fail to execute contract on mutually agreed terms within the stipulated time.</p> <p>3.2 We fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.</p> <p>The bidder</p>	No change in the RFP Clause
319	93-94	Annexure 10: Compliance Statement for Reverse Auction	<p>2 We hereby undertake and agree to abide by all the terms and conditions stipulated by Bank of Maharashtra in the RFP document including all annexures and the Business Rules for Reverse Auction</p> <p>4 We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which Bank may debar us from participating in future tenders.</p> <p>8 We, hereby confirm that we will honour the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which Bank will suspend the bidder from participation in any future tenders of the Bank for 2 years from the date of submission of Bid. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.</p>	<p>2 Subject to the deviations submitted along with the bid proposal, we hereby undertake and agree to abide by all the terms and conditions stipulated by Bank of Maharashtra in the RFP document including all annexures and the Business Rules for Reverse Auction</p> <p>4 We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which Bank will disqualify the Bidder</p> <p>8 We, hereby confirm that we will honour the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which Bank will disqualify the Bidder</p>	No change in the RFP Clause
320	96-100	Annexure 12: Pre Contract Integrity Pact	<p>3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative'; for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.</p> <p>5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required: -</p> <p>5.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, 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.</p> <p>5.1.5. 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.</p> <p>5.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.</p> <p>5.1.7. 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.</p> <p>6. Fail Clause:</p> <p>6.1. The Bidder undertakes that it has not supplied / is not supplying similar</p> <p>2. In the event of termination of production of such Products:</p> <ul style="list-style-type: none"> <li>• Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and</li> <li>• Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.</li> </ul>	<p>3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative'; for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.</p> <p>i) "Employee of the BIDDER or any person acting on behalf of the BIDDER" means only those persons acting on behalf of such Bidder who are involved in the bid process / Project.</p> <p>ii) "officers of the BUYER", means only those persons who are involved in the bid process / Project.</p> <p>iii) "financial interest/stake in the BIDDER's firm" excludes investment in securities of listed companies".</p> <p>5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required: -</p> <p>5.1.5. 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.</p> <p>5.1.6. To cancel the Contract resulting from this RFP with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable</p>	No change in the RFP Clause
321	101	Annexure 13: Manufacturer's Authorization Form	<p>2. In the event of termination of production of such Products:</p> <ul style="list-style-type: none"> <li>• Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and</li> <li>• Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.</li> </ul>	<p>2. In the event of termination of production of such Products:</p> <ul style="list-style-type: none"> <li>• Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and</li> <li>• Following such termination, furnishing at no cost to the Bank, the, operations manuals, standards, and specifications of the Products, if requested.</li> </ul>	No change in the RFP Clause

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322	13	2.3.2 Training	I The training should be provided by the OEM employee (Certified) and should be of minimum 1 week, 8 hours a day for solution under this RFP. Training should be provided to number of personnel identified by Bank (minimum 8 Persons) on functional, operational and reporting aspects of the entire security solution. Training should be provided at Pune location other than Bank Premises.	The training should be provided by the OEM employee/ OEM authorized training partner (Certified) and should be of minimum 1 week, 8 hours a day for solution under this RFP. Training should be provided to number of personnel identified by Bank (minimum 8 Persons) on functional, operational and reporting aspects of the entire security solution. Training should be provided at Pune location other than Bank Premises. Bidder requests bank that and separate training agencies can be involved for a better and holistic training experience.	No change in the RFP Clause
323	13	2.3.1 PROJECT SCHEDULE	Bank is expecting that bidder have to complete the project in all respected including installation, configuration, and Integration, UAT & production movement of solution within 10 weeks after issuing the purchase order by Bank.	Bank is expecting that bidder have to complete the project in all respected including installation, configuration, and Integration, UAT & production movement of solution within 24 weeks after issuing the purchase order by Bank. Request Bank to offer clarity whether the UAT of the proposed solution shall be on independent hardware setup OR same hardware setup but logically separate software instance OR same hardware setup & software instance as that of Production.	No change in the RFP Clause
324	15	2.8 HARDWARE INSTALLATION:	2.8.3 Site Not Ready (SNR) case - Wherever installation could not be carried out by the vendor/successful bidder's due to the Bank's dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful vendor's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the vendors have to give an undertaking to complete installation within a week of being informed that the site is ready.	2.8.3 Site Not Ready (SNR) case - Wherever installation could not be carried out by the vendor/successful bidder's due to the Bank's dependencies like Site not ready etc. even after 30 days beyond the date of delivery then the payment would be released, upon the successful vendor's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the Bank Authority concerned on the Bank's dependencies like site is not ready etc. However, in such a case the vendors have to give an undertaking to complete installation within a week of being informed that the site is ready.	No change in the RFP Clause
325	20	4.2.1 Scope of Work	4.2.1.4 The Hardware/Server to be installed for the central site controller/Manager etc. (at DC and DR) is to be provided by the successful bidder. The Hardware/Server provide by the successful bidder should be horizontally scalable. The successful bidder has to ensure that at any instance, the utilization of the CPU or Memory or Storage, etc. of the Hardware/Servers installed should not cross 70% of the utilization at any given point of time of the total available resources respectively. In case, if the usage of any of the component (CPU, Memory, Storage, etc.) goes beyond 70%, the successful bidder has to provide the additional resources to maintain the service level within 1 month of the incident notified by the Bank to the successful bidder, at no additional cost to the Bank.	The Hardware/Server to be installed for the central site controller/Manager etc. (at DC and DR) is to be provided by the successful bidder. The Hardware/Server provide by the successful bidder should be horizontally scalable. The successful bidder has to ensure that at any instance, the utilization of the CPU or Memory or Storage, etc. of the Hardware/Servers installed should not cross 90% of the utilization at any given point of time of the total available resources respectively. In case, if the usage of any of the component (CPU, Memory, Storage, etc.) goes beyond 90% (continuously for 3Hrs on two consecutive days), the successful bidder has to provide the additional resources to maintain the service level within 1 month of the incident notified by the Bank to the successful bidder, at no additional cost to the Bank.  70% utilization of CPU/Memory/Storage is still considered as normal condition for any software to run. Bidder requests bank to revise threshold to 90% where it is required to consider upgrade or replacement of server hardware.	No change in the RFP Clause
326		4.2.1 Scope of Work	4.2.1.14 The Purchase will be placed in phased manner . 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. The Bank, however, reserves the right to procure extra quantity (upto 10% to 25%) during the validity period of the offer. The different parts of same equipment should be delivered in one lot only and part delivery of the equipment covered in the Purchase Order is not permitted unless otherwise agreed to by the Bank. The successful bidder has to advise the Bank/Network Integrator about the movements of their shipment well in advance.	4.2.1.14 The Purchase will be placed in phased manner . 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. The Bank, however, reserves the right to procure extra quantity (upto 10% to 25%) during the validity period of the offer. The different parts of same equipment should be delivered in one lot only and part delivery of the equipment covered in the Purchase Order is not permitted unless otherwise agreed to by the Bank. The successful bidder has to advise the Bank/Network Integrator about the movements of their shipment well in advance.  Bidder requests Bank to provide minimum guaranteed quantity required.	No change in the RFP Clause
327	24	4.2.1 Scope of Work	4.2.1.27 End of Sales / End of support: The Vendor has to ensure that any solution/equipment supplied as part of this RFP should not have either reached or announced 'End of Sales' (1 years from last date of submission of Bid.) or end of support for at least 7 years from the date of issue of purchase order. In the event if any equipment supplied by the vendor reaches end of support, within the 7 years period from the date of supply, the vendor has to replace the equipment with devices having equivalent or upgraded specification, at no additional cost to the Bank	The Vendor has to ensure that any solution/equipment supplied as part of this RFP should not have either reached or announced 'End of Sales' (1 years from last date of submission of Bid.) or end of support for at least 5 years from the date of issue of purchase order. In the event if any equipment supplied by the vendor reaches end of support, within the 5 years period from the date of supply, the vendor has to replace the equipment with devices having equivalent or upgraded specification, at no additional cost to the Bank.  We request bank to consider 5 years for End of support of equipment's from the date of issue of purchase order	No change in the RFP Clause
328	24	4.2.1 Scope of Work	4.2.1.32 The Vendor / Integrator has to bring in OEM's Professional Services team for the following services as part of services. OEM needs to carry out the following services & activities:	The Vendor / Integrator has to bring in OEM's authorized implementation Professional Services team for the following services as part of services. OEM's authorized implementation Professional Services team needs to carry out the following services & activities:	No change in the RFP Clause

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329	26	4.2.1 Scope of Work	4.2.1.45 Bidder shall maintain business continuity, as per agreed business continuity plan.	Request Bank to provide business continuity plan for bidder to assess Bank's requirement and judge feasibility.	Details will be shared with successful bidder.
330	59	7. Service Levels & Penalties	Uptime:a) The bidder shall guarantee a 24x7x365 availability with quarterly uptime of 99.95% for the solution installed at Central site (DC & DR Devices) 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	Uptime:a) The bidder shall guarantee a 24x7x365 availability with quarterly uptime of 99.50 % for the solution installed at Central site (DC & DR Devices) 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	No change in the RFP Clause
331	59	7. Service Levels & Penalties	1) Network equipment's Downtime: a) Central Site (DC & DRC) equipment's/Devices: The system installed must give an uptime of 99.95% on quarterly basis. Bidder shall resolve the issue/ problem within 4 hours from the time of reporting.	1) Network equipment's Downtime: a) Central Site (DC & DRC) equipment's/Devices: The system installed must give an uptime of 99.50 % on quarterly basis. Bidder shall resolve the issue/ problem within 4 hours from the time of reporting.	No change in the RFP Clause
332	60	7. Service Levels & Penalties 1) Network equipment's Downtime:	Uptime Equipment cost + AMC cost till date >=99.95% NIL <99.95 to >98.0 2% <=98.0 to >97.0 4% <=97.0 to >96.0 6% <=96.0 to >95.0 8% Below 95.0% 10%	Uptime Quarterly (Equipment cost + AMC cost) >=99.50 % NIL <99.50 to >98.0 1% <=98.0 to >97.0 2% <=97.0 to >96.0 3% <=96.0 to >95.0 4% Below 95.0% 5%	No change in the RFP Clause
333	60	7. Service Levels & Penalties	1) Network equipment's Downtime: b) For Branch Equipment/Devices (Switch & Router): Engineer has to reach branch and replace if required within 24 hours from the time call lodge. Failure to do the same penalty of 0.5% cost of that particular hardware per day will be imposed on bidder by Bank.	1) Network equipment's Downtime: b) For Branch Equipment/Devices (Switch & Router): Engineer has to reach branch and replace if required within 24 hours from the time call lodge. Failure to do the same penalty of % cost of that particular hardware per day will be imposed on bidder by Bank.	No change in the RFP Clause
334	60	7. Service Levels & Penalties	2) Shifting/ re-location of Network equipment: a) Central Site (DC & DRC) Equipment's/Devices: Support from bidder for un-mounting and mounting of network equipment's and other components from the rack in the event of reallocation/shifting of racks based on Bank requirements. Failure to do same penalty of 0.5% cost of that particular hardware per day.	2) Shifting/ re-location of Network equipment: a) Central Site (DC & DRC) Equipment's/Devices: Support from bidder for un-mounting and mounting of network equipment's and other components from the rack in the event of reallocation/shifting of racks based on Bank requirements.	No change in the RFP Clause
335	60	7. Service Levels & Penalties	2) Shifting/ re-location of Network equipment: b) For Branch Equipment/Devices (Switch & Router): Support from bidder for un-mounting and mounting of network equipment's and other components from the rack in the event of reallocation/shifting of racks/branch based on Bank requirements. Failure to do same penalty of 0.5% cost of that particular hardware per day will be imposed on bidder by Bank.	2) Shifting/ re-location of Network equipment: b) For Branch Equipment/Devices (Switch & Router): Support from bidder for un-mounting and mounting of network equipment's and other components from the rack in the event of reallocation/shifting of racks/branch based on Bank requirements . Bidder request Bank to indicate the frequency of shifting/relocation plans per branch per year.	No change in the RFP Clause
336	60	7. Service Levels & Penalties	3) RMA (Return Merchandise Authorization): a) Central Site (DC & DRC) Equipment's/Devices: 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 hours from the date of call lodge In case, if the successful bidder fails to provide the replacement of the faulty device as mentioned in the above paragraph, the penalty of INR 10,000/- would be levied on the Successful bidder for every 24 hours or part thereof for delay in providing replacement. However maximum cap of penalty will be 10% of total contract value.	3) RMA (Return Merchandise Authorization): a) Central Site (DC & DRC) Equipment's/Devices: 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 hours from the date of call lodge In case, if the successful bidder fails to provide the replacement of the faulty device as mentioned in the above paragraph, the penalty of INR 2500/- would be levied on the Successful bidder for every 24 hours or part thereof for delay in providing replacement. However maximum cap of penalty will be 5% of total contract value.	No change in the RFP Clause
337	60	7. Service Levels & Penalties	3) RMA (Return Merchandise Authorization): b) For Branch Equipment/Devices (Switch & Router): 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 24 Hours 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 10% of total contract value.	3) RMA (Return Merchandise Authorization): b) For Branch Equipment/Devices (Switch & Router): 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 24 Hours from the date of call lodge. In case bidder false to provide the RMA of faulty/ damage equipment's penalty of 0.5% of equipment's cost weekly or part thereof. However maximum cap of penalty will be 5% of total contract value.	No change in the RFP Clause
338	88	Annexure 5	OEM should have minimum 2 customer reference in Govt./Public sector/BFSI globally running routers with SD-WAN Technology/Solution with minimum 1000 sites & minimum 500 switches in last 3 years	OEM should have minimum 2 customer reference in Govt./Public sector/BFSI in India running routers with SD-WAN Technology/Solution with minimum 1000 sites & minimum 500 switches in last 6 years	No change in the RFP Clause
339	32	5.1.3.3 Commercials:	5.1.3.8. 3. 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.	Bidder request to remove preventive maintenance support Clause for remote locations as the same may not be feasible. Also, doing PM (i.e. cleaning of inside of equipment) is not recommended by OEMs. External cleaning of equipment at DC and DR locations may be feasible.	RFP clause modified .Please refer corrigendum
342	88	Eligibility Criteria	Bank Existing service provider managing security Operation of Bank at DC and DRS shall not be eligible to bid in the tender process.	Bidder requests Bank to please elaborate on this in terms of "Security Operations of Bank".	Security Operations of Bank refers to Service provider handling Security Operations Centre involving handling Centralized Security Incident and Event Monitoring and reporting of the Bank

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343	61	4) INFRASTRUCTURE MANAGEMENT METRICS	Service Area Hardware Utilization Expected Output Hardware utilization should not exceed 70% Service Levels 0.5% of monthly AMC/ATS cost of affected product for every 1% of deviation from the Minimum service Level (Minimum service level 99.95%)	Service Area Hardware Utilization Expected Output Hardware utilization should not exceed 90% Service Levels 0.25% of monthly AMC/ATS cost of affected product for every 2% of deviation from the Minimum service Level (Minimum service level 99.50%)	No change in the RFP Clause
344	61	4) INFRASTRUCTURE MANAGEMENT METRICS	Service Area Storage Utilization Expected Output Storage utilization should not exceed 70% Service Levels 0.5% of monthly AMC/ATS cost (Affected Product) for every 1% of deviation from the Minimum Service Level. (Minimum service level 99.95%)	Service Area Storage Utilization Expected Output Storage utilization should not exceed 90% Service Levels 0.25% of monthly AMC/ATS cost (Affected Product) for every 2% of deviation from the Minimum Service Level. (Minimum service level 99.50%)	No change in the RFP Clause
345	61	4) INFRASTRUCTURE MANAGEMENT METRICS	Service Area Downtime for servicing Expected Output Each planned downtime for hardware, database and operating system servicing etc. (up gradation, bug fixing, patch uploads, regular maintenance etc.), attributable to the Bidder, will not be more than 4 hours. This activity will not be carried out during 9AM to 9 PM. However, activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with Bank Service Levels Penalty of INR 10,000/- for every 30 minutes slot of delay above the scheduled/permissible window (Minimum service level 100% per instance).	Service Area Downtime for servicing Expected Output Each planned downtime for hardware, database and operating system servicing etc. (up gradation, bug fixing, patch uploads, regular maintenance etc.), attributable to the Bidder, will not be more than 4 hours. This activity will not be carried out during 9AM to 9 PM. However, activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with Bank Service Levels Penalty of INR 2,000/- for every 30 minutes slot of delay above the scheduled/permissible window (Minimum service level 100% per instance).	No change in the RFP Clause
346	61	4) INFRASTRUCTURE MANAGEMENT METRICS	Service Area Disaster Recovery Site Availability Expected Output Business operations to resume from Disaster Recovery Site within 80 (RTO) minutes of the Data Centre failing Service Levels INR 5000 for every 10 Minutes of delay above the defined RTO for the reasons solely attributable to the bidder (minimum service level 100 % per instance)	Service Area Disaster Recovery Site Availability Expected Output Business operations to resume from Disaster Recovery Site within 150 (RTO) minutes of the Data Centre failing Service Levels INR 1000 for every 10 Minutes of delay above the defined RTO for the reasons solely attributable to the bidder (minimum service level 100 % per instance)	No change in the RFP Clause
347	61	4) INFRASTRUCTURE MANAGEMENT METRICS	Service Area Manpower services Expected Output Bidder to provide experienced and certified manpower at Primary site as per RFP. Any resource absence bidder should provide temporary replacement. Any lacuna will attract penalty Service Levels Penalty for resource absence shall be 3% deduction of monthly FM resources cost (As per respective cadre L1,L2 ) for every day of absent.. Any resource to be relieved from project should give a two month prior notice to the bank. If resource leaves before prior notice of two months, resource will be marked absent and a penalty per day for remaining period will be levied	Service Area Manpower services Expected Output Bidder to provide experienced and certified manpower at Primary site as per RFP. Any resource absence bidder should provide temporary replacement. Any lacuna will attract penalty Service Levels . Any resource to be relieved from project should give a two month prior notice to the bank.	No change in the RFP Clause
348	62	4) INFRASTRUCTURE MANAGEMENT METRICS	Service Area Service Level & Penalty for Security Management and Patch Updation (Applicable for Both Branch & DC/DRS devices) Expected Output The successful bidder has to maintain the compliance as per IT Security Policy, Procedure, Audit Report, VAPT, Security baseline etc. to the systems. Failure to meet the given standards (i.e. 99.90%) of compliance. The successful bidder must ensure that all supplied & installed equipment's & solutions are updated with critical patches/updates as and when they are released after due testing .Critical patches should be applied within 2 days of release by product OEM. Service Levels vendor will be liable for a penalty of amount equivalent to 1%, for every 1% reduction in compliance and part there-off will be charged on the value of the equipment & solution cost at DC, DRS, Branches/offices and Facility Management cost of specified	Service Area Service Level & Penalty for Security Management and Patch Updation (Applicable for Both Branch & DC/DRS devices) Expected Output The successful bidder has to maintain the compliance as per IT Security Policy, Procedure, Audit Report, VAPT, Security baseline etc. to the systems. Failure to meet the given standards (i.e. 99.90%) of compliance. The successful bidder must ensure that all supplied & installed equipment's & solutions are updated with critical patches/updates as and when they are released after due testing .Critical patches should be applied within 2 days of release by product OEM. Service Levels	No change in the RFP Clause



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349		Annexure 20: Resource Plan Matrix	Type Experience Total Proposed Solutions L1 2+ 1+ L2 4+ 3+	Type Experience (Years) Total Proposed Solutions L1 1+ 0+  L2 3+ 2+	No change in the RFP Clause
350	113	Annexure 20: Resource Plan Matrix	Type L2  Qualification & Experience B.E./B.Tech/ MCA/M.Sc. IT with a minimum 4 year experience out of which 3 years in Routing, Switching & network security equipment's at Data Centre or equivalent Level. The resource must be well versed with exposure in Software Defined WAN solution deployment and its operations	Type L2  Qualification & Experience B.E./B.Tech/ MCA/M.Sc. IT with a minimum 3 year experience out of which 2years in Routing, Switching & network security equipment's at Data Centre or equivalent Level.	No change in the RFP Clause
351	65	8. Payment Terms	Hardware Cost • 70% of the delivered Proposed solution equipment cost would be payable on successful Post –delivery inspection of both Hardware and Softwares. • 20% of the delivered equipment cost would be payable after successful installation and Acceptance testing sign-off by the Bank of the solution. • 10% of the delivered equipment cost would be payable after 3 months from successful running of Hardware/Software after installation and configuration signoff by Bank.	Bidder request bank to make 100% hardware payment on delivery.	No change in the RFP Clause
352	65	8. Payment Terms	AMC/ATS AMC/ATS Services Costs – Recurring; The AMC/ATS services recurring cost would be paid quarterly in advance	Bidder request bank, AMC/ATS cost to be paid yearly in advance.	No change in the RFP Clause
353				<b>Execution Infrastructure</b> Bank will provide necessary and adequate infrastructure to enable the Vendor to fulfill its commitment for the assignment. This will be applicable for each Vendor associated with the project and will be arranged for and provided at no cost to Vendor. The infrastructure will include:  i. Office space; ii. Desktop/Client Hardware and software; iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, CD/DVDs, tapes, cartridges, DATs; iv. Office stationery and consumable; v. Secretarial assistance, if necessary at site; vi. Telephone, e-mail and fax facilities at site; vii. Photocopying assistance; viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables.  The above-mentioned infrastructure will be required for work to be carried out at the site of Bank during regular working hours. Bank shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays, whenever required.	No change in the RFP Clause
354				<b>Co-ordination</b> BANK will provide timely clarifications and feedback sought by Bidder's Consultants during the period of this assignment. BANK will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various BANK Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have necessary authorization from BANK to take decisions and give timely approvals as per the need of the project	No change in the RFP Clause

S. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank Response
355				<p>Assistance The BANK will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the BANK, before the service is undertaken by Bidder.</p> <p>Necessary and sufficient time will have to be spent by Users in BANK with Bidder personnel during this stage of the assignment.</p>	No change in the RFP Clause
356				<p>Methodology, Tools and Techniques Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the BANK will need to be communicated to Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.</p>	No change in the RFP Clause
357				<p>Additional Support and Services In case the BANK requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate</p>	No change in the RFP Clause
358				<p>Cost Escalation Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the BANK, non-availability of facilities at the BANK, increase in the scope of the agreed Change-Requirements or increase in the BANK's Implementation support requirements etc., BANK will bring this to the attention of the BIDDER. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.</p>	No change in the RFP Clause
359				<p>Nonexclusively Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under the Agreement</p>	No change in the RFP Clause
360				<p>General Indemnity Bank will, during the period of the coverage of this assignment, indemnify 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 equipment or location of the Bank by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.</p>	No change in the RFP Clause
361				<p>Travel and Related Expenses Should the assignment require any travel by any Bidder expert outside their respective base location(s), the Bank will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.</p>	No change in the RFP Clause
362	92	Annexure 9:	BID Security Declarations		RFP Clause Modified.Please refer corrigendum