

Bank of Maharashtra

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AMENDMENT/CLARIFICATION

REQUEST FOR PROPOSAL FOR

SUPPLY, INSTALLATION AND MAINTENANCE OF
SERVER AND STORAGE EQUIPMENT

TENDER REFERENCE # RFP 032019



Central Office, 'LOKMANGAL'
1501, Shivaji Nagar, Pune – 411 005

Dated 25-06-2019

Corrigendum - I for RFP for Supply, Installation & Maintenance of Server & Storage Equipment

In reference to the Request for Proposal for Supply, Installation & Maintenance of Server & Storage Equipment, Tender Reference #032019, the following Amendment & Clarifications are issued herewith.

Please treat this Amendment & Clarifications provided herewith as an integral part of the RFP document issued.

This addendum covers additions, corrections and clarifications to the queries raised by the Bidders, as well as other additional information which Bank considered essential to be furnished to the Bidders to gain a better understanding of the Bank's requirements as part of the RFP. All efforts have been made to provide the maximum available information and answer the pre-bid queries submitted by the Bidders. The Bidders are required to consider the information provided in this Addendum 1 as the latest guidelines.

The Bidders have been provided with the clarifications and details through this Addendum 1. However, the questions pertaining to details that were already provided in the RFP, have not been answered. Please treat this Addendum-1 including the entire Pre Bid Queries Responses provided by the Bank as an integral part of the RFP document issued. Only the sections, clauses, terms referred in this Addendum 1 are revised/updated to the extent revised/clarified. All other terms and conditions of the RFP document remain unchanged.

1. Table-QR-1, refers to Bank's response as "clarification" to the bidder's queries
2. Table-QR-2, refers to Bank's response as "Changes" based on the queries raised by bidders

Table-QR-1

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
1	80	Annexure 3 - Eligibility Criteria	Bidder should have annual turnover of at least INR 75 crores for last three financial years i.e. 2016-17, 2017-18 and 2018-19(If the Balance sheet is provisional the CFO of the company should certify the same under company's seal) from its India operations.	While we have this turnover for 2017-18 and 2018-19, could this condition kindly be relaxed for 2016-17?	RFP clause stands as-it-is
2	7	Annexure 10 - Bill of Material	DC - Serial No. 3, DRC - Serial No. 2: 9 x 1.92TB SSD (23.1 RAW)	23.1 RAW indicates 12 x 1.92TB requirement. Please clarify	Please refer revised Annexure 10 - Commercial Bill of Material
3	8	Annexure 10 - Bill of Material	SAN Switch -2 of DC & DRC: 48 Port SAN Switches always come with 12 port activation increments. However, the RFP bill of material specifies 32 ports in Year 1 and 16 Ports in Year 2	Request you to change the Bill of Material as follows: Year 1 - 48 Port Switches - 36 Ports Activated with 36 x 16Gbps SW SFPs and 12 x 10 Mt cables Year 2 - 12 Ports Activation with 12 x 16 Gbps SW SFPs and 12 x 10 Mt Cables	Please refer revised Annexure 10 - Commercial Bill of Material
4	8	Annexure 10 - Bill of Material	SAN Switch -3 of DC: 24 Port Switches - 12 Ports Activated with 16 x 16 Gbps SW SFPs and 12 x 10 Mt Cables. However, for 12 Port Activation, only 12 x 16 Gbps SW SFPs are required	Request you to change the Bill of Material as follows: 24 Port Switches - 12 Ports Activated with 12 x 16 Gbps SW SFPs and 12 x 10 Mt Cables	Please refer revised Annexure 10 - Commercial Bill of Material
5	116	Annexure 15 - SAN Switch Technical Specifications	Technical specification suggests supply of fully populated switches. However, the Bill of material suggests splitting the 48 Port switches into two years and supply of Half populated 24 Port switch for Test & Development	Please clarify	Please refer revised Annexure 10 - Commercial Bill of Material
6		Annexure 10 - Bill of Material	Sr. No. 5,6,7,8 - Backup Software Licenses - Yearwise Bill of material	We request you to consider the purchase in Year 1 itself. It may not be feasible in the OEM system to provide price in such a manner.	Please refer revised Annexure 10 - Commercial Bill of Material

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7			bullet 5	We assume that the CVM is supposed to be sized for 100% capacity and utilization of the cluster.	RFP clause stands as-it-is
8	108	Annexure 15 - HCI Technical Specifications	-	Quoted switch should be integrated with the HCI solution as an appliance and should be in latest gartner MQ. This is to ensure that a certain quality is maintained across the stack. This is also to ensure that there is a single point of management for the overall stack and to ensure that support and services are also provided from a single OEM.	RFP clause stands as-it-is
9	108	Annexure 15 - HCI Technical Specifications	-	Is it safe to assume that the Bank wants to be able to use the HCI storage for Blades which are part of the HCI cluster. In this case we also request the Bank to ensure that no additional HCI licenses are required if blades are added to the cluster.	RFP clause stands as-it-is
10	-	Annexure 10 - Bill of Material	-	Can we quote server with other brand apart from XXX which is higher specification with comparative price?	RFP clause stands as-it-is
11	15	3.13 Adoption of Integrity Pact	6. Integrity Pact in respect of this contract would be operative from the stage of invitation of the bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.	Bidder suggest this sub-clause be modified as below. 6. Integrity Pact in respect of this contract would be operative from the stage of invitation of the bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.	RFP clause stands as-it-is
12	16	3.13 Adoption of Integrity Pact	8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.	Bidder suggest this sub-clause be modified as below. 8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.	RFP clause stands as-it-is

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13	19-21	5. Detailed Scope of Work 5.1 General	<ul style="list-style-type: none"> The hardware proposed or supplied should not reach end of support at least for period of 7 years. If hardware reaches end of support before above period but OEM agrees to extend the support to meet contractual obligations, the deliverables of extended support should be same as to original support, i.e. the extended support should cover Hardware Support, Software Support, Firmware Upgrades, Security Fixes, Bug Fixes and Patches etc. In the event of hardware reaching end of support within 7 years of supply to Bank, vendor is required to supply and install new equivalent hardware (or superior hardware) at no additional cost to Bank; also the software (system & Business software) implementation cost or any other cost related to the same has to be borne by the vendor. 	<p>Bidder suggests the clause be modified as under;</p> <ul style="list-style-type: none"> The hardware proposed or supplied should not reach end of support at least for period of 7 years. If hardware reaches end of support before above period but OEM agrees to extend the support to meet contractual obligations, the deliverables of extended support should be same as to original support, i.e. the extended support should cover Hardware Support, Software Support, Firmware Upgrades, Security Fixes, Bug Fixes and Patches etc. In the event of hardware reaching end of support within 7 years of supply to Bank, vendor is required to supply and install new equivalent hardware (or superior hardware) at no a mutually agreed additional cost to Bank; also the software (system & Business software) implementation cost or any other cost related to the same has to be borne by the vendor. 	RFP clause stands as-it-is

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14	23	5.11 Warranty, AMC and ATS	<p>r. Provide all future software upgrades and patches for all components of the solution and assist Bank or its System Integrator to install the same, if Bank desires during period of warranty free of cost.</p> <p>t. Warrant that all the goods supplied under as part of this RFP shall have no defect arising from design, materials or workmanship or from any act or omission of the vendor, that may develop under normal use of the supplied goods in the conditions prevailing at the final destination</p>	<p>Bidder suggests the sub-clauses be modified as under;</p> <p>r. Provide all future software upgrades at a mutually agreed cost and patches for all components of the solution and assist Bank or its System Integrator to install the same, if Bank desires during period of warranty free of cost</p> <p>t. Warrant that all the goods supplied under as part of this RFP shall have no defect arising from design, materials or workmanship or from any act or omission of the vendor, that may develop under normal use of the supplied goods in the conditions prevailing at the final destination</p> <p>The scope of the 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 Deliverable carried out after acceptance testing. (b) That it will provide the services with due care, skill and diligence and will use techniques, methods and materials of a high standard and quality commensurate with the current industry practice. (c) BIDDER shall have no liability in the case of breach of the above warranties due to (i) use of the Deliverables on any environment (hardware or software) other than the environment recommended or approved by BIDDER, (ii) the combination, operation, or use of some or all of the Deliverables with information, software, specifications, instructions, data, or materials not approved by BIDDER; (iii) the Deliverables having been</p>	RFP clause stands as-it-is

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				<p>tampered with, altered or modified by Bank without the written permission of BIDDER or (iv) use of the Deliverables otherwise than in terms of the relevant documentation. In case of breach of this warranty, Bank's exclusive remedy will be to obtain at the option BIDDER (1) the re-performance of the service or the correction or replacement of the affected Deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the project fees allocable to that portion of the Deliverable will be due to Bank if already paid by Bank.</p> <p>(d) THE WARRANTIES PROVIDED HEREIN ABOVE BY BIDDER ARE IN LIEU OF ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THAT OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE IS SPECIFICALLY DISCLAIMED BY BIDDER.</p> <p>Notwithstanding anything contained in this Agreement, with respect to any third party software or component including equipments (irrespective of whether procured by BIDDER or by Bank), the warranties, representations, indemnities and other license terms and conditions provided by the concerned third party will apply.</p>	

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15	26	6. Service Level Availability and Monitoring 6.1 Service Criteria	-	<p>Bidder suggests Up-time exceptions to be added;</p> <p>The time lost due to any of the following reasons shall be taken into account while calculating the availability/ uptime requirement (a) Time lost due to power or environmental failures ;(b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or units thereof due to causes attributable of additional devices, making alteration of the system or units thereof due to causes attributable of additional devices, making alteration of the system, maintenance of the system etc. without bidders consent and/ failure to maintain the site required by the Buyer;(d) Time taken for reconfiguration or other planned downtime situations (f) scheduled shutdown as required by Buyer; (Bidder may also request Buyer for a shut down as required by Buyer; (Bidder may also request Bank for a shutdown for maintenance purpose, which request will not be denied unreasonably by Buyer); (g) Time taken for booting the system (h) Time Lost due to unavailability of link.</p>	Proposed addition is not acceptable to Bank
16	31	6.1.5 Cap on Penalties	Overall cap for penalties including liquidated damages will be 10% of the contract 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>Bidder suggests the sub-clause be modified as under;</p> <p>Overall cap for penalties including liquidated damages will be 105% of the contract value of the affected deliverables/services. Thereafter, the contract may be cancelled terminated and advance amount paid if any, will be recovered. Penalties on delay will be</p>	RFP clause stands as-it-is

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				applicable when the delay is not attributable to Bank.	
17	41-42	10. Terms and conditions 10.1 General	10.2.4.6 In the event the bidder has not quoted for any mandatory or optional items as required by Bank and forming a part of the tender document circulated to the bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to Bank.	Bidder suggests the sub-clause be modified as under; 10.2.4.6 In the event the bidder has not quoted for any mandatory or optional items as required by Bank and forming a part of the tender document circulated to the bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra a mutually agreed cost, to Bank.	RFP clause stands as-it-is
18	43	10. Terms and conditions	Terms of payment as indicated in the Purchase Contract that will be issued by Bank on the selected bidder will be final and binding on the bidder and no interest will be payable by Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against Bank and that the Invoice would be governed by the terms contained in the Contract concluded between Bank and the bidder". Bidder should ensure that the project should not suffer for any reason.	Bidder suggests the sub-clause be modified as under; Terms of payment as indicated in the Purchase Contract that will be issued by Bank on the selected bidder will be final and binding on the bidder and no interest will be payable by Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against Bank and that the Invoice would be governed by the terms contained in the Contract concluded between Bank and the bidder". Bidder should ensure that the project should not suffer for any reason.	RFP clause stands as-it-is

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19	44	10.2.3.10	The insurance (as more particularly dealt with in Clause 11.12) shall be for an amount equal to 110% of the total value of equipment on "all risks" basis, including war risks and theft and robbery and flood clauses, valid for a period up to delivery, supervision of commissioning and acceptance of the equipment by Bank; and	The insurance (as more particularly dealt with in Clause 11.12) shall be for an amount equal to 110% of the total value of equipment on "all risks" basis, including war risks and theft and robbery and flood clauses, valid for a period up to delivery, supervision of commissioning and acceptance of the equipment by Bank; and (War risks are an absolute exclusion in property insurance)	Revised Clause: The insurance (as more particularly dealt with in Clause 11.12) shall be for an amount equal to 110% of the total value of equipment on "all risks" basis, including theft and robbery and flood clauses, valid for a period up to delivery, supervision of commissioning and acceptance of the equipment by Bank; and
20	48	10.2.5 Changes to the tender document 10.2.5.12	Right to Alter Quantities – Bank reserves the right to alter the requirements specified in the tender. Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. Bank will inform the vendor about changes, if any. In the event of any alteration in the quantities, the price quoted by the vendor against the item would be considered for such alteration. The vendor 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. Vendor agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the vendor agrees to pass on the benefit of reduction in pricing for any additional items to be procured by Bank, in the event the market prices / rate offered by the vendor are lower than what has been quoted by the vendor as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to Bank within the contract period.	Bidder suggests the sub-clause be modified as under; Right to Alter Quantities – Bank reserves the right to alter the requirements specified in the tender. Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. Bank will inform the vendor about changes, if any. In the event of any alteration in the quantities, the price quoted by the vendor against the item would be considered for such alteration. The vendor 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. Vendor agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the vendor agrees to pass on the benefit of reduction in pricing for any additional items to be procured by Bank, in the event the market prices / rate offered by the vendor are lower than what has been quoted by the vendor as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to Bank within the contract period. Similarly any increase in pricing for any additional items to	RFP clause stands as-it-is

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				be procured by Bank, in the event the market prices / rate offered by the vendor are higher than what has been quoted by the vendor as the part of commercial offer shall be borne by the Bank.	
21		10.2.5.13	Technical Inspection and Performance Evaluation - The Bank may choose to carry out a technical inspection/audit and performance evaluation of products offered by the Vendor. The Vendor would permit the Bank or any person / persons appointed by the Bank to observe the technical and performance evaluation / benchmarks carried out by the Vendor. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Vendor and under no circumstances the same would be reimbursed to the Vendor by the Bank.	Bidder suggests the sub-clause be modified as under; Technical Inspection and Performance Evaluation - The Bank may choose to carry out a technical inspection/audit and performance evaluation of products offered by the Vendor by prior written notice to Bidder . The Vendor would permit the Bank or any person / persons appointed by the Bank, at normal business hours , to observe the technical and performance evaluation / benchmarks carried out by the Vendor. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Vendor Bank and under no	RFP clause stands as-it-is

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				<p>circumstances the same would be reimbursed to by the Vendor by to the Bank. The Bank warrants that the person/persons appointed by the Bank shall abide by the confidentiality obligations and security formalities of the Bidder and shall not be any competitor of the Bidder.</p>	
22	48-49	10.2.5.14	If Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the bidder will have to submit the clarification within 3 working days from the day it was conveyed to the bidder regarding the same.	<p>Bidder suggests the sub-clause be modified as under;</p> <p>If Bank is not satisfied with the technical specifications as specified in the tender document is not as per agreed scope and observes major deviations, the bidder will have to submit the clarification within 3 working days from the day it was conveyed to the bidder regarding the same.</p>	RFP clause stands as-it-is
23	49	10.2.5.15	No hardware will be accepted as complete if any part of hardware, related software, components etc. are not delivered free of any additional cost to Bank. In such an event, the supply will be termed incomplete and will not be accepted and warranty period will not commence besides Bank's right to invoke the penalties which will be prescribed in the contract.	<p>No hardware will be accepted as complete if any part of hardware, related software, components etc. are not delivered as per agreed scope. free of any additional cost to Bank. In such an event, the supply will be termed incomplete and will not be accepted and warranty period will not commence besides Bank's right to invoke the penalties which will be prescribed in the contract.</p>	<p>Revised Clause:</p> <p>No hardware will be accepted as complete if any part of hardware, related software, components etc. are not delivered as per the scope of this tender. In such an event, the supply will be termed incomplete and will not be accepted and warranty period will not commence besides Bank's right to invoke the penalties which will be prescribed in the contract.</p>

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24	49	10.2.5.16	Bidder shall inform their readiness for the pre-commissioning inspection at least 15 days in advance. All reasonable facilities, tools and assistance including access to drawings should be provided to Bank's officials and their consultants during inspection. There shall not be any additional charges for such inspection. However, Bank will have the discretion to recover the costs related to travel and stay of its staff / consultants if the site offered for inspection is not as per Bank's requirement or the conditions are not complied with. The site should be ready for inspection as per the stipulated timelines in this tender. If the bidder fails to intimate the date of inspection as per the timelines stipulated in this tender, it will be treated as a breach of contract and Bank reserves the right to levy penalty, as specified in section 11.19.	Need more clarification in this clause.	RFP clause stands deleted

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25	50	10.2.5.20	Bank shall inform the vendor all breaches and claims of indemnification and shall grant the vendor 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 vendor). The written demand by Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the vendor and vendor shall be liable to pay on demand the actual amount of such loss / damages caused to Bank. In respect of demands levied by Bank on the vendor towards breaches, claims, etc. Bank shall provide the vendor with details of such demand levied by Bank. For the purposes of this clause, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the vendor to its employees, its agents, contractors and sub-contractors." Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.	<p>Bidder suggests this sub-clause be deleted;</p> <p>Bank shall inform the vendor all breaches and claims of indemnification and shall grant the vendor 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 vendor). The written demand by Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the vendor and vendor shall be liable to pay on demand the actual amount of such loss / damages caused to Bank. In respect of demands levied by Bank on the vendor towards breaches, claims, etc. Bank shall provide the vendor with details of such demand levied by Bank. For the purposes of this clause, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the vendor to its employees, its agents, contractors and sub-contractors." Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.</p>	RFP clause stands as-it-is

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26	52-53	11.2 Resolution of disputes 11.2.7	Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	Bidder suggests this sub-clause be modified as under Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s and Bank shall make payment to the Bidder , in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	RFP clause stands as-it-is
27	53-55	11.4 Confidentiality	5 (d). The confidentiality obligations shall survive the expiry or termination of the agreement between the bidder and the Bank.	Bidder suggests the clause be modified as under; 5 (d). The confidentiality obligations shall survive the expiry or termination of the agreement between the bidder and the Bank for a further term of two (2) years.	RFP clause stands as-it-is
28	56	11.7 Sub-Contracting	The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under this assignment without the prior written consent of Bank.	Bidder suggests the clause be modified as under; The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under this assignment without the prior written consent of Bank, which consent shall not unreasonable b withheld by the Bank.	RFP clause stands as-it-is

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29	56	11.8 Payment Terms	Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within 30 working days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such fees have become due and payable under this RFP and subsequent agreement. Any objection / dispute to the amounts invoiced in the bill shall be raised by Bank within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), Bank will make payment within reasonable time of the settlement of such disputes. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.	<p>Bidder suggests the clause be modified as under;</p> <p>Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within 30 working days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such fees have become due and payable under this RFP and subsequent agreement. Any objection / dispute to the amounts invoiced in the bill shall be raised by Bank within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), Bank will make payment within reasonable time of the settlement of such disputes. Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as debt owed by Bank to BIDDER and BIDDER shall be entitled to recover it as a debt as aforesaid, with an interest of 2% per month for every month of default, from Bank calculated from the date the payment became due until it is realised in full with interest.</p> <p>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 the Bank and any such withholding by BIDDER shall not be treated as breach by it of the provisions of this Agreement.</p> <p>The rates payable by Bank to BIDDER under this Agreement is exclusive of any and all tax, cess, duty or any other levy (excluding</p>	RFP clause stands as-it-is

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				<p>any income tax) by whatsoever name called. If any and all such sales tax, service tax or any other tax, levy or duty, by whatever name called without any limitation, is attracted to this transaction, then, BIDDER shall be reimbursed of the payment so made by the Bank, if required to be made so by BIDDER. Such reimbursement shall be inclusive of any interest or any other sum, or both, paid by BIDDER as part and incidence thereof. The liability of Bank under this clause, shall not be coterminous with this Agreement and shall continue at all times the payment is so required to be made by BIDDER at any time.</p> <p>All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.</p>	

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30	57	11.9 Compliance with 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 Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory</p>	<p>Bidder suggests the clause be modified as under;</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 and if 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 Bidder shall settle all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</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, Bidder shall settle shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and</p>	RFP clause stands as-it-is

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
			obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the bidder. This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.	against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the bidder. This indemnification settlement is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity Settlement would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.	

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
31	58	11.10 Order Cancellation	<p>Bank reserves its right to cancel the order in event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to Bank alone:</p> <ul style="list-style-type: none"> • Inordinate delays & lack of action from the vendor towards supply and delivery beyond the delivery timelines • Inability of the vendor to remedy the situation within 60 days from the date of pointing out of the defects by Bank. (60 days will be construed as the notice period) • In case of order cancellation, any payments made by Bank to the bidder would necessarily have to be returned to Bank with interest @ 15% per annum. Further, the bidder would also be required to compensate Bank for any direct loss incurred by Bank due to the cancellation of the contract and any additional expenditure to be incurred by Bank to appoint any other bidder. This is after repaying the original amount paid 	<p>Bidder suggests the clause be modified as under;</p> <p>Bank reserves its right to cancel terminate the order in event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to Bank alone:</p> <ul style="list-style-type: none"> • Inordinate delays & lack of action from the vendor towards supply and delivery beyond the delivery timelines • Inability of the vendor to remedy the situation within 60 days from the date of pointing out of the defects by Bank. (60 days will be construed as the notice period) • In case of order cancellation, any advance payments made by Bank to the bidder would necessarily have to be returned to Bank. with interest @ 15% per annum. Further, the bidder would also be required to compensate Bank for any direct loss incurred by Bank due to the cancellation of the contract and any additional expenditure to be incurred by Bank to appoint any other bidder. This is after repaying the original amount paid 	RFP clause stands as-it-is

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
32	58-59	11.11 Limitation of Liability	<p>Vendor'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 Total Order Value.</p> <p>Vendor's liability in case of claims against Bank resulting from willful misconduct or gross negligence of vendor, 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. 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 vendor as part of procurement under the RFP. Under no circumstances, Bank of Maharashtra shall be liable to the selected vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this agreement, even if Bank of Maharashtra has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.</p> <p>It is expressly agreed between the Parties that for any event giving rise to a claim which is attributable to the vendor, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the vendor.</p>	<p>Bidder suggests the clause be modified as under;</p> <p>Vendor'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 Total fees actually received by Bidder from the Bank for the service that gives rise to such liability during the twelve month period immediately preceding such claim; Order Value.</p> <p>Vendor's liability in case of claims against Bank resulting from willful misconduct or gross negligence of vendor, 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. 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 vendor as part of procurement under the RFP. Under no circumstances, Bank of Maharashtra either party shall be liable to the selected vendor for direct, any indirect, incidental, consequential, special or exemplary damages arising from termination of this agreement, even if the parties Bank of Maharashtra have been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business or data nor for any reliance or cover damages arising out of this agreement whether in contract, tort or other theories of law, .</p>	RFP clause stands as-it-is

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
				<p>It is expressly agreed between the Parties that for any event giving rise to a claim which is attributable to the vendor, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the vendor.</p>	

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
33	59	11.12 Indemnity	<p>Bidder shall indemnify, protect and save Bank and hold 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 Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,</p> <p>(ii) breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder,</p> <p>(iii) use of the allocated site and or facility provided by Bidder, the overall liability for (i), (ii) and (iii) of this clause shall be subject to limited agreed between the parties under clause 11.5 Limitation of Liability of the RFP,</p> <p>(iv) Infringement of any patent, trademarks, copyrights, Intellectual Property Rights, etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement.</p> <p>Bidder shall further indemnify Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 11.5 Limitation of Liability of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on Bank for malfunctioning of the equipment providing facility to Bank's equipment at all points of time, provided however,</p> <p>(i) Bank notifies Bidder in writing immediately on aware of such claim,</p> <p>(ii) Bidder has sole control of defense and all related settlement negotiations,</p>	<p>Bidder suggests the clause be modified as under;</p> <p>Bidder shall indemnify, protect and save Bank and hold Bank harmless from and against all direct claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder, (iii) use of the allocated site and or facility provided by Bidder, the overall liability for (i), (ii) and (iii) of this clause shall be subject to limited agreed between the parties under clause 11.5 Limitation of Liability of the RFP, (iv) Infringement of any patent, trademarks, copyrights, Intellectual Property Rights, etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement.</p> <p>Bidder shall further indemnify Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 11.5 Limitation of Liability of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on Bank for malfunctioning of the equipment providing facility to Bank's equipment at all points of time, provided however,</p> <p>(i) Bank notifies Bidder in writing immediately</p>	RFP clause stands as-it-is

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
			<p>(iii) Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and</p> <p>(iv) Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or order of the court.</p> <p>It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to Bank's (and/or its customers, users and Bidder's) rights, interest and reputation.</p> <p>The written demand by Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the vendor and vendor shall be liable to pay on demand the actual amount of such loss / damages caused to Bank.</p> <p>The Successful Bidder shall indemnify Bank and undertake to keep Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to software bug, error, incomplete testing subject to limited agreed between the parties under clause 9.4 Limitation of Liability of the RFP,. Bidder shall, at their own expense, defend and indemnify Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence during implementation process.</p> <p>The Successful Bidder shall indemnify Bank and undertake to keep Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to error, misconduct, fraud, misbehavior or violations of any laws committed by Bidder or its</p>	<p>on aware of such claim,</p> <p>(ii) Bidder has sole control of defense and all related settlement negotiations,</p> <p>(iii) Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and</p> <p>(iv) Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or order of the court.</p> <p>It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to Bank's (and/or its customers, users and Bidder's) rights, interest and reputation.</p> <p>The written demand by Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the vendor and vendor shall be liable to pay on demand the actual amount of such loss / damages caused to Bank.</p> <p>The Successful Bidder shall indemnify Bank and undertake to keep Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to software bug, error, incomplete testing subject to limited agreed between the parties under clause 9.4 Limitation of Liability of the RFP,. Bidder shall, at their own expense, defend and indemnify Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence during implementation process.</p> <p>The Successful Bidder shall indemnify Bank and undertake to keep Bank fully saved and indemnified against any loss, action or claim</p>	

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			<p>employees/ agents/ persons employed by third parties.</p> <p>This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.</p> <p>The successful bidder should indemnify Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <ul style="list-style-type: none"> • Death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors • Except to the extent attributable to a breach of contract by, willful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the bidder as governed by Indian IT Act. • the breach by the bidder of any of its obligations under confidentiality • Non-compliance of the bidder with Laws / Governmental Requirements • IP infringement • Negligence and misconduct of the bidder, its employees, and agents • Breach of any terms of agreement document or Representation made by the bidder • Act or omission in performance of service • Loss of data due to the bidder provided facility 	<p>arising out of or in respect to error, misconduct, fraud, misbehavior or violations of any laws committed by Bidder or its employees/ agents/ persons employed by third parties.</p> <p>This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.</p> <p>The successful bidder should indemnify Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:</p> <ul style="list-style-type: none"> • Death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors • Except to the extent attributable to a breach of contract by, willful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the bidder as governed by Indian IT Act. ▲ the breach by the bidder of any of its obligations under confidentiality ▲ Non-compliance of the bidder with Laws / Governmental Requirements • IP infringement ▲ Negligence and misconduct of the bidder, its employees, and agents ▲ Breach of any terms of agreement document or Representation made by the bidder 	

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				<p>▲ Act or omission in performance of service ▲ Loss of data due to the bidder provided facility</p> <p>BIDDER shall have no liability for any claim of infringement based on: (i) use of a superseded or altered release of some or all of the Deliverables including, but not limited to, Bank's failure to use corrections, fixes, or enhancements made available by TCS; (ii) the combination, operation, or use of some or all of the Deliverables or any modification thereof furnished under this Agreement with information, software, specifications, instructions, data, or materials not furnished by BIDDER if the infringement would have been avoided by not combining, operating, or using the Deliverables or the modification thereof; (iii) some or all of the Deliverables or the modification thereof, which is based on Bank's material, data or design; (iv) any change, not made by TCS, to some or all of the Deliverables or any modification thereof or (v) use of the Deliverables otherwise than for the purposes authorized hereunder.</p> <p>If any of the Deliverables is held or is believed by BIDDER to infringe, BIDDER shall have the option, at its expense, to (i) modify the Deliverables so as to make it non-infringing, (ii) obtain for Bank a license to continue using the Deliverables, or (iii) terminate the license for the infringing part of the Deliverables and refund a pro rata portion of the fees paid for that portion of Deliverables, subject to straight line depreciation over a 5 year period. This clause provides for TCS's entire liability and</p>	

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				<p>Bank's exclusive remedy for claims of infringement of intellectual property rights related to the Deliverables.</p> <p>Indemnity by Bank.</p> <p>Bank warrants to BIDDER that the software, materials, and other assistance ('Bank materials') supplied by Bank to BIDDER for the purpose of execution of the terms of the Agreement are either Bank owned properties or are properties obtained by Bank under proper intellectual property licenses. Bank further warrants that the said software, material and other information, to be provided by Bank shall not infringe the intellectual property rights, proprietary rights or any other property rights of any party. If the Bank materials supplied by Bank are found to infringe the intellectual property rights of any party, then Bank shall hold harmless and indemnified BIDDER, against all claims and actions associated with such infringement, including without limitation the attorney fees spent by BIDDER in defending such actions and claims, and any compensation that may be paid by BIDDER to settle such claim either in satisfaction of a court decree or otherwise. This clause shall survive the termination of this Agreement.</p> <p>b. The Bank will indemnify, defend and hold BIDDER harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of BIDDER arising out of the use or possession of the facilities/equipment or location of the Bank by BIDDER or its personnel, unless caused by</p>	

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				the negligence of BIDDER personnel and the limitation of liability provided herein shall not apply to such loss, injury, claim or damages.	

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
34	60	11.13 Ownership, Grant & delivery	<p>The vendor shall procure and provide a non-exclusive, non-transferable, perpetual license to Bank for all the software to be provided as a part of this project. The use of software by Vendors on behalf of Bank would be considered as use thereof by Bank and the software should be assignable / transferable to any successor entity of Bank.</p> <p>Bank reserves the right to use the excess capacity of the hardware, licenses and other infrastructure supplied by the Vendor for any internal use of Bank or its affiliates, subsidiaries or regional rural bank at no additional cost other than the prices mentioned in the commercial bid. The vendor agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure.</p> <p>Further, the vendor also agrees that such use will not infringe or violate any license or other requirements.</p>	<p>Bidder suggests the clause be modified as under;</p> <p>The vendor shall procure and provide a non-exclusive, non-transferable, perpetual license to Bank for all the software to be provided as a part of this project. The use of software by Vendors on behalf of Bank would be considered as use thereof by Bank and the software should be assignable / transferable to any successor entity of Bank.</p> <p>Bank reserves the right to use the excess capacity of the hardware, licenses and other infrastructure supplied by the Vendor for any internal use of Bank or its affiliates, subsidiaries or regional rural bank at no additional cost other than the prices mentioned in the commercial bid. The vendor agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure. Further, the vendor also agrees that such use will not infringe or violate any license or other requirements.</p> <p>Bank is entitled to use Hardware, Licenses and other Infrastructure by Vendor as per Quantities mentioned in the final Bill of Material.</p>	RFP clause stands as-it-is

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
35	61	11.15 Acceptance Testing	<p>“The installation cum acceptance test will be deemed to be fully and finally accepted by Bank, in the event Bank has not completed and communicated the results of the acceptance tests to the vendor within 20 days of submission of all documents duly accepted by the various locations of Bank to the head office for the reasons that is solely attributable to Bank. The installation cum acceptance test and check certificates jointly signed by representative of the vendor and official or any consultant / auditor appointed by Bank will be received at Head Office of Bank along with vendor invoice for scrutiny before taking up the request for consideration of payment.</p> <p>In all cases, the vendor shall have the sole responsibility for bearing all additional charges, costs or expenses incurred in correcting, reworking or repairing the defective or non-conforming hardware/software, unless such failure is due to reasons entirely attributable to Bank”.</p>	<p>Bidder suggests the clause be modified as under;</p> <p>The installation cum acceptance test will be deemed to be fully and finally accepted by Bank, in the event Bank has not completed and communicated the results of the acceptance tests to the vendor within 20 05 days of submission of all documents duly accepted by the various locations of Bank to the head office for the reasons that is solely attributable to Bank and BIDDER shall be entitled to receive the charges due on acceptance. The deliverables shall also be deemed to be accepted by the Bank in case of commercial utilization of the deliverables by the Bank. The installation cum acceptance test and check certificates jointly signed by representative of the vendor and official or any consultant / auditor appointed by Bank will be received at Head Office of Bank along with vendor invoice for scrutiny before taking up the request for consideration of payment.</p> <p>In all cases, the vendor shall have the sole responsibility for bearing all additional charges, costs or expenses incurred in correcting, reworking or repairing the defective or non-conforming hardware/software, unless such failure is due to reasons entirely attributable to Bank.</p>	RFP clause stands as-it-is

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
36	61	11.16 Acceptance Certificate	On successful completion of acceptance testing i.e. receipt of deliverables, installation & configuration of the hardware/software/storage equipment etc. and Bank is satisfied with the working on the system. The acceptance certificate will be jointly prepared with the selected vendor at the time of the execution of the project. The date on which such certificate is signed by Bank shall be deemed to be the date of acceptance of the system and the Warranty of the system starts from that date.	Bidder suggests the clause be modified as under; On successful completion of acceptance testing i.e. receipt of deliverables, installation & configuration of the hardware/software/storage equipment etc. and Bank is satisfied with accepts the working on the system. The acceptance certificate will be jointly prepared with the selected vendor at the time of the execution of the project. The date on which such certificate is signed by Bank shall be deemed to be the date of acceptance of the system and the Warranty of the system starts from that date.	RFP clause stands as-it-is
37	62	11.18 Insurance	In addition to the insurance policies taken by the vendor with respect to the transportation of the equipment as set out above, the vendor shall maintain adequate professional liability and an all risk Insurance for the aggregate of all deliverables and services to be rendered by virtue of hardware up-gradation project and shall provide to Bank, on request, copies of such policy of insurance and evidence that the premiums have been paid. The Insurance procured by the vendor shall be primary to any other insurance available to Bank, its assigns, officers, directors, agents and employees.	1. We will be able to provide the Bank with copies of certificate of insurance evidencing the existence of insurance policies; will not be feasible to provide copies of insurance policies. As hardware provided under this RFP will be covered under company's umbrella policy. 2. Our policies are NOT Primary.	RFP clause stands as-it-is

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
38	64	11.21 Inspection of Records	All records captured – video, security register, access control of Bank's, hardware movement, helpdesk tickets, escalations etc. for the allocated server room, NOC room and any other area provided to Bank shall be made available to Bank or its designees at any time during normal business hours, as often as Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder, provided that the auditors would be permitted to submit their findings to Bank, which would be used by Bank. The cost of the audit will be borne by 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>Bidder suggests the clause be modified as under;</p> <p>All records captured – video, security register, access control of Bank's, hardware movement, helpdesk tickets, escalations etc. for the allocated server room, NOC room and any other area provided to Bank shall be made available to Bank or its designees at any time during normal business hours, as often as Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder and shall comply with the security instructions of the Bidder, provided that the auditors would be permitted to submit their findings to Bank, which would be used by Bank. The cost of the audit will be borne by 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>	RFP clause stands as-it-is
39	64	11.23 Publicity	Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicit written permission of the Bank.	<p>Bidder suggests the clause be modified as under;</p> <p>Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicit written permission of the Bank however either party shall have right to disclose other party and about this agreement in its quarterly/ yearly fillings and press briefings.</p>	RFP clause stands as-it-is

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
40	65	11.25 Penalties and delays in Bidder's performance	<p>"Notwithstanding anything contained above, no such penalty will be chargeable on the vendor for the inability occasioned, if such inability is due to reasons entirely attributable to Bank".</p> <p>Liquidated Damages</p> <p>4 System operational, but unsatisfactory to Bank</p> <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>Further, Bank also reserves the right to cancel the order and invoke Bank Guarantee/Performance. Guarantees in case of inordinate delays in the delivery/ installation of the equipment. Bank may provide a cure period of 30 days and thereafter foreclose Bank guarantee without any notice. In the event of Bank agreeing to extend the date of delivery at the request of Successful Bidder(s), it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an</p>	<p>Bidder suggests the clause be modified as under;</p> <p>"Notwithstanding anything contained above, no such penalty will be chargeable on the vendor for the inability occasioned, if such inability is due to reasons entirely attributable to Bank" and in such event 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 Bank. BIDDER shall be entitled to invoice Bank for BIDDER incremental costs incurred (over and above the charges) as a result of such failure or delay on the part of Bank.</p> <p>Liquidated Damages</p> <p>4 System operational, but unsatisfactory to Bank not as per agreed scope;</p> <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 value of the affected deliverables amount until actual delivery or performance, per week instance or part thereof (3 days will be treated as a week); and the maximum deduction is 10 5% of the contract price of the affected deliverables. Once the maximum is reached, Bank may consider</p>	RFP clause stands as-it-is

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
			event Bank, however, reserves its right to foreclose Bank guarantee.	<p>termination of the contract.</p> <p>Further, Bank also reserves the right to cancel/ terminate the order and invoke Bank Guarantee/Performance. Guarantees in case of inordinate delays in the delivery/ installation of the equipment. Bank may provide a cure period of 30 days and thereafter foreclose Bank guarantee without any notice. In the event of Bank agreeing to extend the date of delivery at the request of Successful Bidder(s), it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an event Bank, however, reserves its right to foreclose Bank guarantee.</p>	

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
41	66	11.26 Information Ownership	All information processed, stored, or transmitted by vendor equipment belongs to Bank. By having the responsibility to maintain the equipment, the vendor does not acquire implicit access rights to the information or rights to redistribute the information. The vendor understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.	<p>Bidder suggests the clause be modified as under;</p> <p>All information processed, stored, or transmitted by vendor equipment, specifically and exclusively for the Bank belongs to Bank. By having the responsibility to maintain the equipment, the vendor does not acquire implicit access rights to the information or rights to redistribute the information. The vendor understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.</p>	RFP clause stands as-it-is
42	67	11.30 Guarantees	Vendor should guarantee that the software and allied components used to service Bank are licensed and legal. All hardware and related software must be supplied with their original and complete printed documentation.	<p>Bidder suggests the clause be modified as under;</p> <p>Vendor should shall warrant guarantee that the software and allied components used to service Bank are licensed and legal. All hardware and related software must be supplied with their original and complete printed documentation.</p>	RFP clause stands as-it-is
43	67	11.33 Service Continuity/ Contract Extension	Vendor recognizes that all services as mentioned in this RFP document are vital to Bank and vendor agrees to provide continued services rendered by vendor or its OEM partners till the renewal of the contract after the contract expiry or till any other alternate solution is implemented by the Bank.	<p>Bidder suggests the clause be modified as under;</p> <p>Vendor recognizes that all services as mentioned in this RFP document are vital to Bank and vendor agrees to provide continued services rendered by vendor or its OEM partners till the renewal of the contract after the contract expiry or till any other alternate solution is implemented by the Bank strictly pursuant to the agreed terms under this agreement.</p>	RFP clause stands as-it-is

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
44	68	11.34 Exit option and contract re-negotiation	<p>1. Bank reserves the right to cancel the contract/order in the event of happening one or more of the following Conditions, that are not occasioned due to reasons solely and directly attributable to Bank alone:</p> <p>a. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 15 working days of receipt of purchase contract</p> <p>b. The selected bidder commits a breach of any of the terms and conditions of the contract</p> <p>c. The bidder goes into liquidation voluntarily or otherwise</p> <p>d. An attachment is levied or continues to be levied for 7 days upon effects of the bid.</p> <p>e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits</p> <p>f. Deduction on account of liquidated damages exceeds 10% of the total contract price</p> <p>g. Delay in delivery/installation/commissioning of hardware/software and their accessories, beyond the specified period for the same as mentioned in the order.</p> <p>2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.</p> <p>3. In addition to the cancellation of the contract, Bank reserves the right to get the</p>	<p>Bidder suggests the clause be modified as under;</p> <p>1. Bank reserves the right to cancel terminate the contract/order in the event of happening one or more of the following Conditions, that are not occasioned due to reasons solely and directly attributable to Bank alone:</p> <p>a. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 15 working days of receipt of purchase contract</p> <p>b. The selected bidder commits a breach of any of the terms and conditions of the contract and that such breach is not remedied within 30 days of notice from the Bank.</p> <p>c. The bidder goes into liquidation voluntarily or otherwise</p> <p>d. An attachment is levied or continues to be levied for 7 days upon effects of the bid.</p> <p>e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits</p> <p>f. Deduction on account of liquidated damages exceeds 10% of the total contract price</p> <p>g. Delay in delivery/installation/commissioning of hardware/software and their accessories, beyond the specified period for the same as mentioned in the order.</p> <p>2. In addition to the cancellation termination of purchase contract, Bank reserves the right to appropriate the damages through</p>	RFP clause stands as-it-is

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
			<p>balance contract executed by another party of its choice by giving one month's notice for the same. Further the bidder would also be required to compensate Bank for any direct loss incurred by Bank due to the cancellation of the contract and any additional expenditure to be incurred by Bank to appoint any other bidder.</p> <p>4. Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.</p> <p>5. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to Bank at the site.</p> <p>6. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The bidder should perform a reverse transition mechanism to Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to Bank or to an alternative 3rd party / vendor nominated by Bank. Where Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate a bidder who will be responsible for all dealings with the bidder regarding the delivery of the reverse transition services.</p>	<p>encashment of Bid Security / Performance Guarantee given by the bidder.</p> <p>3. In addition to the cancellation termination of the contract, Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. Further the bidder would also be required to compensate Bank to the maximum limit of 10% of the affected deliverables, for any direct loss incurred by Bank due to the cancellation termination of the contract and any additional expenditure to be incurred by Bank to appoint any other bidder.</p> <p>4. Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.</p> <p>5. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to Bank at the site.</p> <p>6. Reverse transition mechanism would be activated in the event of cancellation termination of the contract or exit by the parties or 6 months prior to expiry of the contract. The bidder should perform a reverse transition mechanism to Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to Bank or to an alternative 3rd party / vendor</p>	

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
			<p>7. The reverse transition services to be provided by the vendor shall include the following:</p> <p>a. The vendor shall suitably and adequately train Bank's or its designated team for fully and effectively manning, operating and maintaining the hardware/software supplied in this RFP.</p> <p>b. Vendor shall provide adequate documentation thereof.</p> <p>8. Knowledge transfer: The vendor shall provide such necessary information, documentation to Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Vendor shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by vendor's Intellectual Property Rights of this Agreement.</p> <p>9. The cost for reverse transition if any should be part of the commercial offer.</p>	<p>nominated by Bank. Where Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate a bidder who will be responsible for all dealings with the bidder regarding the delivery of the reverse transition services.</p> <p>7. The reverse transition services to be provided by the vendor shall include the following:</p> <p>a. The vendor shall suitably and adequately train Bank's or its designated team for fully and effectively manning, operating and maintaining the hardware/software supplied in this RFP.</p> <p>b. Vendor shall provide adequate documentation thereof.</p> <p>8. Knowledge transfer: The vendor shall provide such necessary information, documentation to Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Vendor shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by vendor's Intellectual Property Rights of this Agreement.</p> <p>9. The cost for reverse transition if any should be part of the commercial offer.</p>	

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
45	70	11.35 Intellectual Property Rights	All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, 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>Bidder suggests the clause be modified as under; All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, wherein Bank shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software or component. 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, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein provided all the payments due to the BIDDER for the Deliverables rendered pursuant to this Agreement have already been paid by the Bank to the BIDDER .</p> <p>To the extent that any BIDDER Pre-Existing IP or a portion thereof is incorporated or contained in a Deliverable under this Agreement, BIDDER hereby grants to Bank a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such BIDDER Pre-Existing IP in connection with the Deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorizes Bank to (i) separate BIDDER Pre-Existing IP from the Deliverable in which they are incorporated for creating a stand alone product for marketing to others; (ii)</p>	RFP clause stands as-it-is

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
				independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the BIDDER Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (iii) reverse compile or in any other way arrive at or attempt to arrive at the source code of the BIDDER Pre-Existing IP.	

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
46	70	11.36 Corrupt and fraudulent practices	"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".	Bidder suggests this sub-clause be deleted; "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".	RFP clause stands as-it-is
47	72	11.41 Termination	3. The bidder shall have right to terminate only in the event of winding up of Bank	Bidder suggests the below clause be modified as below; 3. The bidder shall have right to terminate only in the event of winding up of Bank and in the event Bank 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.	RFP clause stands as-it-is

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
48	73	11.43 Compliance with 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 claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank</p>	<p>Bidder suggests the clause be modified as under;</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. 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 claims or demands of liability and all</p>	RFP clause stands as-it-is

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
			<p>will give notice of any such claim or demand of liability within reasonable time to the bidder.</p> <p>This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and</p>	<p>consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.</p> <p>This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.</p>	

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
49	93	14.11 Annexure-11 Pre Contract Integrity Pact	<p>6. Sanctions for Violations:</p> <p>6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.</p> <p>6.1.4 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>6.1.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.</p> <p>6.1.6 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>6.1.7 To debar the BIDDER from participating in future bidding processes of Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.</p>	<p>Bidder suggests the sub-clause be modified as under;</p> <p>6. Sanctions for Violations:</p> <p>6.1.3 To immediately cancelterminate the contract, if already signed, without giving any compensation to the BIDDER.</p> <p>6.1.4 To recover all advance 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>6.1.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER in advance., along with interest.</p> <p>6.1.6 To cancel terminate 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>6.1.7 To debar the BIDDER from participating in future bidding processes of Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.</p>	RFP clause stands as-it-is

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
50	106	14.14 Annexure-14 Performance Bank Guarantee	Annexure-14 Performance Bank Guarantee	<p>Bidder suggests below clause be added;</p> <p>This Bank Guarantee issued by _____ Bank, on behalf of Bidder in favor of Customer Bank is in respect of a new Contract dated_____.</p> <p>As communicated by the Bidder, on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Bidder by Customer Bank, in respect of pervious contracts between Bidder and Customer Bank.</p> <p>As communicated by Bidder on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any pervious contracts between Bidder and Customer Bank.</p>	Proposed addition is not acceptable to Bank
51	110	14.16 Annexure 16	Annexure 16 Undertaking Of Information Security	Software will be certified by OEM only, Bidder may not have any control on the same. So This letter will be submitted by OEM only	Please refer revised Annexure 16 - Undertaking of Information Security
52	-	-	NON-SOLICITATION:	Neither Party will, without the consent of the other Party, employ or offer to employ (whether under a contract of service or under a contract for services) any person engaged or previously engaged by the other in a technical or managerial capacity in relation to the project, during the subsistence of this Agreement and until a period of 24 months has expired after the termination or expiry of this Agreement.	Proposed addition is not acceptable to Bank

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
53			ENTIRE AGREEMENT:	Subject to any terms implied by law, this Agreement along with its annexures and schedules constitutes the entire agreement between Client and TCS and supersedes any previous agreements or understandings between the parties in relation to the subject matter of this Agreement. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.	Proposed addition is not acceptable to Bank
54	10	2	"The period of contract shall be for a period of five years from the date of contract signing"	Bidder suggests below modification The period of contract shall be for a period of five years from the date of Contract Signing or solution acceptance whichever is earlier. (As per 11.5, The contract period will start from the date of acceptance of purchase order by Bank.)	Revised Clause: The period of contract shall be for a period of five years from the date of installation acceptance of in-scope components by Bank.
55	13	3.4	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.	As this is One time Sale Contract, so prices may not be valid after expiry of current assignment period.	RFP clause stands as-it-is
56	14	3.5	The Bank will have the right to renegotiate these prices at the end of the contract period.	Need More Clarification	RFP clause is self-explanatory
57	17	4.1	Project Objective - Bank expects the bidder to supply, install, implement and provide comprehensive on-site warranty & AMC/ATS support for the	Please clarify if Bank expects ATS/Support for Microsoft Products as well for five years.	Yes, Bidder is required to provide ATS support for all in-scope software as per the terms of the RFP

Sr. No	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation	Bank's Response
			proposed hardware and software along with its sub components.		
58	18	4.3 (2)	Project Timelines Implementation - 1 Month from Date of Acceptance of Delivery	Need to be Mutually Agreed	RFP clause stands as-it-is
59	26	6.1 (5)	Uptime will be for each individual server.	Bidder suggests the clause be modified as below; Uptime will be for each service cluster	RFP clause stands as-it-is
60	27	6.1.2	Availability of Key infrastructure - 99.93%	Availability of Key infrastructure - 99.90%	RFP clause stands as-it-is
61	28	6.2	Software Service Requests Percentage of Software Service Requests concluded (patches, bug fixes, errors) within defined response-resolution window. For patches – 1 week For bug fixes and errors - 2 hours	Bidder suggests this sub-clause be deleted because - 1. Applying released patches within 1 week might not be feasible. 2. For in-scope software components and/or in-scope operating system components, bug-fix duration of 2Hrs is too short which might not be feasible for OEMs as well for unknown bugs.	Revised Clause: Software Service Requests Description - Percentage of Software Service Requests concluded (patches, bug fixes, errors) within defined resolution window Minimum Service Level - 100% per instance Measurement Tools - Enterprise Management System Monthly Cost Allocation - INR 1000 for every day of delay above the resolution window
62	28	6.2	Infrastructure Support Cost Reference for contract period	Should be Monthly Cost	Revised Clause: Monthly Cost Allocation
63	30	6.1.3	Penalty Computation - Examples Cost Reference for 5 year tenure	For Penalty Computation purpose, monthly cost need to be considered. i.e. Cost Reference for 5 year / 60	Revised Clause: Cost Reference for 5 year/60
64	32	7.2	Documentary evidence for the presence of bidder's service centers in XXXXXXX and XXXXXXX.	This is not feasible as support may be provided as per agreed SLA from distant service centers. Also this is not the part of Annexure 03 - Eligibility Criteria Compliance.	RFP clause stands as-it-is
65	43	10.2.2.3	There will be no price escalation during the contract period and any extension thereafter.	Prices are valid for period of one year as mentioned earlier in the RFP document.	RFP clause stands as-it-is
66	57	11.8.3	Payment Terms - AMC/ATS and other warranty costs	As per Industry Standards, AMC/ATS payment should be Annually in Advance.	RFP clause stands as-it-is

Table-QR-2

Please take note of the following modifications in the RFP Clauses as approved by the bank:

S. No	Page #	Point # Section #	Original Clause	Updated/New Clause
1	112	Annexure 15 – Minimum Technical Specifications – Rack Servers for Backup	Proposed server must support two 128GB SD cards working in redundant mode	Revised Clause: Proposed server must support two 128GB SD card/M.2 drive working in redundant mode

All other terms & conditions referred in the RFP remain unchanged.

Date: 25-June-2019

Annexure 16: Undertaking of Information Security

(This letter should be on the letterhead of the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

To,
The Deputy General Manager
Information Technology,
Bank of Maharashtra,
Lokmangal, 1501,
Shivajinagar, Pune

Sir,

Sub: RFP for Supply, Installation and Maintenance of Server & Storage Equipment

We hereby undertake that the proposed software to be supplied to the Bank will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Yours faithfully,

Authorized Signatory

Name:
Designation:
Company's Corporate Name Address
Email and Phone

Annexure 10: Revised Bill of Material

This document will be shared with only those bidders who have purchased the RFP Document and Submitted the signed Non-Disclosure Agreement as per requirement of RFP 032019. Please refer to RFP Document for more details.