

Sl. No.	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
1	2	<u>A. BID SCHEDULE &amp; ABBREVIATIONS</u>	Last Date and Time for Submission of Bids in Online Mode	14/03/2019, Thursday upto 5.00pm (Physical Submission of Bids will not be accepted)	Request Bank to extend another 2 weeks' time for bid submission	Bidder has to comply with RFP terms.
2	12	<u>SECTION B - INTRODUCTION</u>	7. Requirement Details	7.4. Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender.		Bidder has to comply with RFP terms.
3	13	<u>SECTION B - INTRODUCTION</u>	9. Scope of Work	9.12. The Bidder shall provide Training on Configuration and Troubleshooting of the switch for 20 Bank Officials at DC Bangalore and DRC Mumbai for two batches in each location for One day.	Is there any certifications requirement on the training? Or this will be a product configuration and troubleshooting training.	The RFP Clause 9.12 stands deleted.
4	13	<u>SECTION B - INTRODUCTION</u>	9. Scope of Work 10. Training	9.12. The Bidder shall provide Training on Configuration and Troubleshooting of the switch for 20 Bank Officials at DC Bangalore and DRC Mumbai for two batches in each location for One day. 10.2. A detailed technical training for two days including both theory and practical shall be conducted at identified locations at Banks Premises. The training session may be extended by Bank through Video Conference to Bank's 21 Circle Offices. The Training session may be recorded and distributed to Bank Technical officials for future references and operational conveniences towards equipments supplied. Training documentation in both Digital format and Hard copy has to be provided to the participants.	Request Bank to Clarify - Are both the types of trainings required or only one is required if so which type of training	A detailed technical training for two days including both theory and practical shall be conducted at Bangalore at Banks Premises. Training documentation in both Digital format and Hard copy has to be provided to the participants.
5	14	<u>SECTION B - INTRODUCTION</u>	9. Scope of Work	9.24. Project Completion and Management 9.24.1. For smooth completion of project the Bidder should identify one or two of its representatives at Bangalore as a single point of contact for the Bank.	The representative requirement is on for the project phase or the whole contract period. Pls clarify.	Bidder has to comply with RFP terms.
6	15	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.1. Bank shall provide the address and contact details for delivery of Manageable Network Switches while placing the order. 1.2. Delivery of all Manageable Network Switches should be within 5 weeks from the date of acceptance of the Purchase Order. Please note that no extra charges will be paid for those locations where road permit/e-Way bill is required. Vendor has to arrange for road permit/e-Way bill at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post. Bank will not arrange for any Road Permit / Sales Tax clearance/e-Way bill for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.	We request to amend delivery timeline as: 1.2. Delivery of all Manageable Network Switches should be within 8 weeks from the date of acceptance of the Purchase Order for remote location delivery should be 10 weeks from the date of acceptance of the Purchase Order	The RFP clause is modified as under: "1.2. Delivery of all Manageable Network Switches should be within <b>8 weeks</b> from the date of acceptance of the Purchase Order. Please note that no extra charges will be paid for those locations where road permit/e-Way bill is required. Vendor has to arrange for road permit/e-Way bill at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post. Bank will not arrange for any Road Permit / Sales Tax clearance/e-Way bill for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required."

7	15	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.2. Delivery of all Manageable Network Switches should be within 5 weeks from the date of acceptance of the Purchase Order. Please note that no extra charges will be paid for those locations where road permit/e-Way bill is required. Vendor has to arrange for road permit/e-Way bill at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post. Bank will not arrange for any Road Permit / Sales Tax clearance/e-Way bill for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.	request you to amend the delivery to a central location and required configurations can be done at central location and dispatch the switch to respective locations.	The RFP clause is modified as under: "1.2. Delivery of all Manageable Network Switches should be within <b>8 weeks</b> from the date of acceptance of the Purchase Order. Please note that no extra charges will be paid for those locations where road permit/e-Way bill is required. Vendor has to arrange for road permit/e-Way bill at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post. Bank will not arrange for any Road Permit / Sales Tax clearance/e-Way bill for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required."
8	15	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.2. Delivery of all Manageable Network Switches should be within 5 weeks from the date of acceptance of the Purchase Order. Please note that no extra charges will be paid for those locations where road permit/e-Way bill is required. Vendor has to arrange for road permit/e-Way bill at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post. Bank will not arrange for any Road Permit / Sales Tax clearance/e-Way bill for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.	OEM will take 6 weeks to deliver after that vendor have to deliver all the location that will take time	The RFP clause is modified as under: "1.2. Delivery of all Manageable Network Switches should be within <b>8 weeks</b> from the date of acceptance of the Purchase Order. Please note that no extra charges will be paid for those locations where road permit/e-Way bill is required. Vendor has to arrange for road permit/e-Way bill at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post. Bank will not arrange for any Road Permit / Sales Tax clearance/e-Way bill for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required."
9	15	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.2. Delivery of all Manageable Network Switches should be within 5 weeks from the date of acceptance of the Purchase Order. Please note that no extra charges will be paid for those locations where road permit/e-Way bill is required. Vendor has to arrange for road permit/e-Way bill at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post. Bank will not arrange for any Road Permit / Sales Tax clearance/e-Way bill for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.	Request bank to give more time for delivery and change the clause from 5 weeks to 8 weeks	The RFP clause is modified as under: "1.2. Delivery of all Manageable Network Switches should be within <b>8 weeks</b> from the date of acceptance of the Purchase Order. Please note that no extra charges will be paid for those locations where road permit/e-Way bill is required. Vendor has to arrange for road permit/e-Way bill at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post. Bank will not arrange for any Road Permit / Sales Tax clearance/e-Way bill for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required."



10	15	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.2. Delivery of all Manageable Network Switches should be within 5 weeks from the date of acceptance of the Purchase Order. Please note that no extra charges will be paid for those locations where road permit/e-Way bill is required. Vendor has to arrange for road permit/e-Way bill at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post. Bank will not arrange for any Road Permit / Sales Tax clearance/e-Way bill for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.	Please increase to 8 weeks as lead time for supplied from OEM is 6 weeks and we would need a week or more to deliver to destinations.  Delivery should be taken at Circle offices/Regional offices, to avoid cutting invoices for each single switch and easy to collect proof of delivery documents.	The RFP clause is modified as under: "1.2. Delivery of all Manageable Network Switches should be within <b>8 weeks</b> from the date of acceptance of the Purchase Order. Please note that no extra charges will be paid for those locations where road permit/e-Way bill is required. Vendor has to arrange for road permit/e-Way bill at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post. Bank will not arrange for any Road Permit / Sales Tax clearance/e-Way bill for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required."
11	15	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.2. Delivery of all Manageable Network Switches should be within 5 weeks from the date of acceptance of the Purchase Order. Please note that no extra charges will be paid for those locations where road permit/e-Way bill is required. Vendor has to arrange for road permit/e-Way bill at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post. Bank will not arrange for any Road Permit / Sales Tax clearance/e-Way bill for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.	Kindly amend as delivery to Circle offices/ Regional offices. (For ease of documentation as stated above)	Bidder has to comply with RFP terms.
12	15	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.2. Delivery of all Manageable Network Switches should be within 5 weeks from the date of acceptance of the Purchase Order. Please note that no extra charges will be paid for those locations where road permit/e-Way bill is required. Vendor has to arrange for road permit/e-Way bill at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post. Bank will not arrange for any Road Permit / Sales Tax clearance/e-Way bill for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.	Request Bank to Change it to - Delivery of all Manageable Switches should be within <del>5 weeks</del> 8 weeks from the date of Acceptance of Purchase Order ....	The RFP clause is modified as under: "1.2. Delivery of all Manageable Network Switches should be within <b>8 weeks</b> from the date of acceptance of the Purchase Order. Please note that no extra charges will be paid for those locations where road permit/e-Way bill is required. Vendor has to arrange for road permit/e-Way bill at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post. Bank will not arrange for any Road Permit / Sales Tax clearance/e-Way bill for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required."



13	15	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.4. For New/Proposed Branches/Offices/ATMs: On delivery of the Devices to Circle Offices, Circle Office will shift the Manageable Network Switches to the respective new/proposed Branches/Offices/ATMs and inform the Bidder for installation. The warranty period will start from the date of successful acceptance test carried out at the new Branch/Office/ATM locations only. 1.13. If Equipment is delivered but the Site is Not Ready for more than 60 days, Installation & Acceptance Sign-Off will be provided by Bank on successful Installation & Testing of those equipment at respective Circle Offices of Bank by the bidder. Warranty will start for such Devices from the date of Installation & Acceptance Sign off.	Since Bidder is not an OEM, warranties will be passed as received from OEM. We request that Warranty shall start from the date of delivery . In case of site not ready extended warranty charges shall be borne by the bank.	Bidder has to comply with RFP terms.
14	15	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.4. For New/Proposed Branches/Offices/ATMs: On delivery of the Devices to Circle Offices, Circle Office will shift the Manageable Network Switches to the respective new/proposed Branches/Offices/ATMs and inform the Bidder for installation. The warranty period will start from the date of successful acceptance test carried out at the new Branch/Office/ATM locations only.	This would be limit to a maximum of one month from the date of delivery. All the warranty will start within 30 days from the date of delivery of the equipment.	Bidder has to comply with RFP terms.
15	15	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.5. However, if the hardware items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting and the bidder shall shift the material to the alternate locations at mutually agreed price. The Warranty/AMC should be applicable to the altered locations also.	Request Bank to Change it to - However, if the hardware items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations and the Bank in such cases shall bear the shifting charges/ arrange shifting and the bidder shall shift the material to the alternate locations at <del>mutually agreed price</del> Bank's cost. The Warranty/ AMC should be applicable to the altered locations also.	Bidder has to comply with RFP terms.



16	15	SECTION C - <u>DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.8. Installation of Materials: Installation of materials should be within One Week (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Installation should be completed as per Scope of work. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Successful completion of installation duly certified by Bank's officials in installation report. However Installation report format shall be prepared by the Bank. The Bidder should strictly follow as per Installation report format only.	Request you to extend the timelines to 3 weeks.	The RFP clause is modified as under: "1.8. Installation of Materials: Installation of materials should be within <b>15 days</b> (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Installation should be completed as per Scope of work. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Successful completion of installation duly certified by Bank's officials in installation report. However Installation report format shall be prepared by the Bank. The Bidder should strictly follow as per installation report format only."
17	16	SECTION C - <u>DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.8. Installation of Materials: installation of materials should be within One Week (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Installation should be completed as per Scope of work. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Successful completion of installation duly certified by Bank's officials in installation report. However Installation report format shall be prepared by the Bank. The Bidder should strictly follow as per installation report format only.	We request to increase installation timelines to two weeks from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches	The RFP clause is modified as under: "1.8. Installation of Materials: Installation of materials should be within <b>15 days</b> (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Installation should be completed as per Scope of work. The installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Successful completion of installation duly certified by Bank's officials in installation report. However Installation report format shall be prepared by the Bank. The Bidder should strictly follow as per Installation report format only."



18	16	SECTION C - <u>DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.8. Installation of Materials: Installation of materials should be within One Week (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Installation should be completed as per Scope of work. The installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Successful completion of installation duly certified by Bank's officials in installation report. However Installation report format shall be prepared by the Bank. The Bidder should strictly follow as per Installation report format only.	Request bank to give more time for installation and change the clause from 1 week to 2 weeks.	The RFP clause is modified as under: "1.8. Installation of Materials: Installation of materials should be within <u>15 days</u> (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Installation should be completed as per Scope of work. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Successful completion of installation duly certified by Bank's officials in installation report. However Installation report format shall be prepared by the Bank. The Bidder should strictly follow as per Installation report format only."
19	16	SECTION C - <u>DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.8. Installation of Materials: Installation of materials should be within One Week (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Installation should be completed as per Scope of work. The installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Successful completion of installation duly certified by Bank's officials in installation report. However Installation report format shall be prepared by the Bank. The Bidder should strictly follow as per Installation report format only.	Installation period to be increased to 4 weeks as there will be dependencies from Bank in providing IP details and sizeable branches under each CO/RO.	The RFP clause is modified as under: "1.8. Installation of Materials: Installation of materials should be within <u>15 days</u> (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Installation should be completed as per Scope of work. The installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Successful completion of installation duly certified by Bank's officials in installation report. However Installation report format shall be prepared by the Bank. The Bidder should strictly follow as per Installation report format only."



20	16	SECTION C - <u>DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.8. Installation of Materials: Installation of materials should be within One Week (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Installation should be completed as per Scope of work. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Successful completion of installation duly certified by Bank's officials in installation report. However installation report format shall be prepared by the Bank. The Bidder should strictly follow as per Installation report format only.	Request Bank to Change it to - Installation of materials should be within <del>One Week (including Holidays)</del> Two Weeks from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Installation should be completed as per Scope of work. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to nonsuitability, and not supplied as per the specification as mentioned in the RFP. in such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP or if Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. <del>Partial</del> Please confirm that "Products/Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. It is further clarified that any payment linked with acceptance will be released by the Bank on deemed acceptance.	The RFP clause is modified as under: "1.8. Installation of Materials: installation of materials should be within <b>15 days</b> (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Installation should be completed as per Scope of work. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Successful completion of installation duly certified by Bank's officials in installation report. However Installation report format shall be prepared by the Bank. The Bidder should strictly follow as per Installation report format only."
21	16	SECTION C - <u>DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.9. Acceptance test should be carried out at the each ordered locations. Acceptance test report will be reckoned after 15 days of successful working of the installed items at each location. However Acceptance test report format shall be prepared by the Bank. The Bidder should strictly follow as per acceptance test report format only. Other formats shall not be considered. If the specifications of the RFP are not met by the Bidder during various tests, the Bidder shall rectify or replace the same to comply with the specifications within 15 days till such period Bank will not consider as accepted of all the materials and ownership shall be with Bidder only. Ownership of materials will come to the bank when successful completion of acceptance test and duly certified by the bank's officials in the acceptance test report. The bidder shall take appropriate insurance at their cost to cover the hardware items during transit, delivery, installation and commissioning and till acceptance test completed and duly certified by the bank' official in the acceptance report.	Please confirm that "Products/Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. It is further clarified that any payment linked with acceptance will be released by the Bank on deemed acceptance.	The RFP clause is modified as under: "1.9. Acceptance test should be carried out at each circles for the respective branches. Acceptance test report will be reckoned after 15 days of successful working of the installed items at each location. However Acceptance test report format shall be prepared by the Bank. The Bidder should strictly follow as per acceptance test report format only. Other formats shall not be considered. If the specifications of the RFP are not met by the Bidder during various tests, the Bidder shall rectify or replace the same to comply with the specifications within 15 days till such period Bank will not consider as accepted of all the materials and ownership shall be with Bidder only. Ownership of materials will come to the bank when successful completion of acceptance test and duly certified by the bank's officials in the acceptance test report. The bidder shall take appropriate insurance at their cost to cover the hardware items during transit, delivery, installation and commissioning and till acceptance test completed and duly certified by the bank' official in the acceptance report."



22	16	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.9. Acceptance test should be carried out at the each ordered locations. Acceptance test report will be reckoned after 15 days of successful working of the installed items at each location. However Acceptance test report format shall be prepared by the Bank. The Bidder should strictly follow as per acceptance test report format only. Other formats shall not be considered. If the specifications of the RFP are not met by the Bidder during various tests, the Bidder shall rectify or replace the same to comply with the specifications within 15 days till such period Bank will not consider as accepted of all the materials and ownership shall be with Bidder only. Ownership of materials will come to the bank when successful completion of acceptance test and duly certified by the bank's officials in the acceptance test report. The bidder shall take appropriate insurance at their cost to cover the hardware items during transit, delivery, installation and commissioning and till acceptance test completed and duly certified by the bank' official in the acceptance report.	Acceptance test report to be provided within 1 week	The RFP clause is modified as under: "1.9. Acceptance test should be carried out at each circles for the respective branches. Acceptance test report will be reckoned after 15 days of successful working of the installed items at each location. However Acceptance test report format shall be prepared by the Bank. The Bidder should strictly follow as per acceptance test report format only. Other formats shall not be considered. If the specifications of the RFP are not met by the Bidder during various tests, the Bidder shall rectify or replace the same to comply with the specifications within 15 days till such period Bank will not consider as accepted of all the materials and ownership shall be with Bidder only. Ownership of materials will come to the bank when successful completion of acceptance test and duly certified by the bank's officials in the acceptance test report. The bidder shall take appropriate insurance at their cost to cover the hardware items during transit, delivery, installation and commissioning and till acceptance test completed and duly certified by the bank' official in the acceptance report."
23	16	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.9. Acceptance test should be carried out at the each ordered locations. Acceptance test report will be reckoned after 15 days of successful working of the installed items at each location. However Acceptance test report format shall be prepared by the Bank. The Bidder should strictly follow as per acceptance test report format only. Other formats shall not be considered. If the specifications of the RFP are not met by the Bidder during various tests, the Bidder shall rectify or replace the same to comply with the specifications within 15 days till such period Bank will not consider as accepted of all the materials and ownership shall be with Bidder only. Ownership of materials will come to the bank when successful completion of acceptance test and duly certified by the bank's officials in the acceptance test report. The bidder shall take appropriate insurance at their cost to cover the hardware items during transit, delivery, installation and commissioning and till acceptance test completed and duly certified by the bank' official in the acceptance report.	Request Bank to Change it to - Acceptance test should be carried out at the each ordered locations. Acceptance test report will be reckoned after 15 days of successful working of the installed items at each location. Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. However Acceptance test report format shall be prepared by the Bank. The Bidder should strictly follow as per acceptance test report format only. Other formats shall not be considered. If the specifications of the RFP are not met by the Bidder during various tests, the Bidder shall rectify or replace the same to comply with the specifications within 15 days till such period Bank will not consider as accepted of all the materials and ownership shall be with Bidder only. Ownership of materials will come to the bank when successful completion of	The RFP clause is modified as under: "1.9. Acceptance test should be carried out at each circles for the respective branches. Acceptance test report will be reckoned after 15 days of successful working of the installed items at each location. However Acceptance test report format shall be prepared by the Bank. The Bidder should strictly follow as per acceptance test report format only. Other formats shall not be considered. If the specifications of the RFP are not met by the Bidder during various tests, the Bidder shall rectify or replace the same to comply with the specifications within 15 days till such period Bank will not consider as accepted of all the materials and ownership shall be with Bidder only. Ownership of materials will come to the bank when successful completion of acceptance test and duly certified by the bank's officials in the acceptance test report. The bidder shall take appropriate insurance at their cost to cover the hardware items during transit, delivery, installation and commissioning and till acceptance test completed and duly certified by the bank' official in the acceptance report."





24	16	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.10. Installation payment shall be paid against completion of installation and Acceptance test of all the ordered materials at the ordered locations and completion of scope of work duly certified by bank's officials in the installation report, Acceptance test report and installation payment claim letter. However installation report shall be prepared by the Bank. The bidder shall submit the proof of performance authenticated by the bidder and bank's official at the time of requesting installation payment. The Bidder should strictly follow as per installation report format only. Other formats shall not be considered. The bidder has to submit scanned copy of Delivery, Installation and Acceptance test reports along with the originals while claiming the respective payments.	In case of delay in installation attributed by bank or Site not ready, Installation payment shall be released within 30 days of delivery. Also any additional charges ( ex. extended warranty, insurance ..) incurred by the bidder on account of these delay shall be borne by the bank	Bidder has to comply with RFP terms.
25	16	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.11. If undue delay happens for delivery and / or installation of the ordered hardware/s by the bidder, the same shall be treated as a breach of contract. In such case, the Bank may invoke the Bank Guarantee/Forfeit the Security Deposit without any notice to the bidder.	Request Bank to remove this clause as it does not qualify as sufficient grounds for invoking Bank Guarantee/Forfeit the Security Deposit - <del>If undue delay happens for delivery and / or installation of the ordered hardware/s by the bidder, the same shall be treated as a breach of contract. In such case, the Bank may invoke the Bank Guarantee/ Forfeit the Security Deposit without any notice to the bidder</del>	Bidder has to comply with RFP terms.
26	16	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.12. In case, if any of the location where items are delivered but not installed for 60 days from the date of delivery, for the reasons 'Site Not Ready', Bank will pay the installation & commissioning amount to the bidder on production of 'Site Not Ready' report with reason from the particular locations duly signed by our Bank Officials and bidder's representatives and also submission of financial Bank Guarantee (as per Appendix-G) of value equivalent to the payment claim made along with an undertaking letter to complete the installation process as per Scope of Work mentioned in this RFP. as and when the sites become ready for installation/Acceptance. However, the bidder should arrange for the immediate installation of the Network Devices as soon as the sites are ready communicated by the bank.	Request Bank to Change it to - In case, if any of the location where items are delivered but not installed for 60 days from the date of delivery, for the reasons 'Site Not Ready', Bank will pay the installation commissioning amount to the bidder on production of 'Site Not Ready' report with reason from the particular locations duly signed by our Bank Officials and bidder's representatives <del>and also submission of financial Bank Guarantee (as per Appendix-G) of value equivalent to the payment claim made along with an undertaking letter to complete the installation process as per Scope of Work mentioned in this RFP, as and when the sites become ready for installation/ Acceptance. However, the bidder should arrange for the immediate installation of the Network Devices as soon as the sites are ready communicated by the bank,</del>	Bidder has to comply with RFP terms.



27	17	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.13. If Equipment is delivered but the Site is Not Ready for more than 60 days, Installation & Acceptance Sign-Off will be provided by Bank on successful Installation & Testing of those equipment at respective Circle Offices of Bank by the bidder. Warranty will start for such Devices from the date of Installation & Acceptance Sign off.	For the reasons "SNR" for more than 30 days, IR & ATR to be provided to bidder	Bidder has to comply with RFP terms.
28	17	<u>1.13</u>	1. Delivery, Installation and Integration	1.13. If Equipment is delivered but the Site is Not Ready for more than 60 days, Installation & Acceptance Sign-Off will be provided by Bank on successful Installation & Testing of those equipment at respective Circle Offices of Bank by the bidder. Warranty will start for such Devices from the date of Installation & Acceptance Sign off.	Bank to notify the bidder all SNR cases along with PO. Further, to remove clause of providing GB for SNR cases.	Bidder has to comply with RFP terms.
29	17	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	1. Delivery, Installation and Integration	1.14. In case the Installation/ATP of ordered hardware is pending in any location on account of non-readiness of the site by the bank, relevant payment shall be released only against submission of Installation/ATP report duly certified by the bank's officials and bidder's representative mentioning that site not ready with reason in the report during their visit made by the bidder for installation/Acceptance and also submission of financial Bank Guarantee [as per bank's format] of value equivalent to the payment claim made along with an undertaking letter to complete the installation process as per Scope of Work mentioned in this RFP, as and when the sites become ready for installation/Acceptance. The bank shall communicate to the bidder whenever readiness of site/s for hardware installation, commissioning of link, auto-fallback configuration, connecting WAN/LAN cables to router, completion of scope of work, etc. the bidder shall make visit/s without any cost to the bank till the scope of work is completed.	Request Bank to Change it to - In case the Installation/ATP of ordered hardware is pending in any location on account of non-readiness of the site by the bank, relevant payment shall be released only against submission of fnstallation/ATP report duly certified by the bank's officials and bidder's representative mentioning that site not ready with reason in the report during their visit made by the bidder for installation/Acceptance <del>and also submission of financial Bank Guarantee [as per bank's format] of value equivalent to the payment claim made along with an undertaking letter</del> to complete the installation process as per Scope of Work mentioned in this RFP, as and when the sites become ready for installation/ Acceptance. The bank shall communicate to the bidder whenever readiness of site/s for hardware installation, commissioning of link, auto-fallback configuration, connecting WAN/LAN cables to router, completion of scope of work, etc. the bidder shall make visit/s without any cost to the bank till the scope of work is completed.	Bidder has to comply with RFP terms.



30	17	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	3. Uptime	3.1. The bidder shall guarantee an uptime of 99.50% for each location where the equipment are commissioned, during warranty and also during AMC (if contracted), which shall be calculated on monthly basis. The "Uptime" is, for calculation purposes, equals to the Total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time of Report by the Bank and Time of Restoration within the contracted minutes. "Failure" is the condition that renders the bank unable to perform any of the defined functions on the LAN and WAN. "Restoration" is the condition when the selected bidder demonstrates that the LAN and WAN is in working order and the Bank acknowledges the same.	acceptable downtime for 99.5 as per the calculation is 109 minutes monthly basis. Request you to change the hardware replacement to Next business day.	Bidder has to comply with RFP terms.
31	18	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	4. Penalties/Liquidated Damages	4.1.1. Non-compliance of the Supply/delivery clause 1.2 will result in the Bank imposing penalty of 0.50% (Plus GST) on delay in delivery per week or part thereof, on the invoice value location/office address wise.  4.1.3. However, the total Penalty/LD to be recovered under above clauses 4.1.1, and 4.1.2 shall be restricted to 5% (Plus GST) of the total value of the order.	1. Request Bank to reduce the non-compliance of the delivery to 0.10% instead of 0.50%.  2. Request Bank to reduce penalty cap up to 2% of the total order value.	Bidder has to comply with RFP terms.
32	18	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	4. Penalties/Liquidated Damages	4.1.3. However, the total Penalty/LD to be recovered under above clauses 4.1.1, and 4.1.2 shall be restricted to 5% (Plus GST) of the total value of the order.	Request Bank to Change it to - However, the total Penalty including LD to be recovered under above clauses 4.1.1, and 4.1.2 shall be restricted to 5% (Plus GST) 3% of the total value of the order annualised contract value.	Bidder has to comply with RFP terms.
33	18	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	4. Penalties/Liquidated Damages	4.2.1. If the bidder fails to maintain guaranteed uptime of 99.50%, for each location the Bank shall impose penalty as mentioned below on slab basis. Duration of failure Penalty Up to 99.50% Nil 99.00% < 99.50% Rs.500/- + GST 98.50% < 99.00% Rs.750/- + GST 98.00% < 98.50% Rs.1000/- + GST Below 98.00% Rs.2000/- + GST for every 0.5% of failure or part thereof Since the AMC amount shall be released quarterly in arrears, the total penalty per quarter deductible under this clause shall be restricted to 10% (plus GST) of the claimed quarterly AMC value. Also the total penalty deductible under this clause towards the downtime during warranty period shall be restricted to 5% (plus GST) of the total value the order.	Request Bank to Change it to - Since the AMC amount shall be released quarterly in arrears advance, the total penalty per quarter deductible under this clause shall be restricted to 10% 3%(plus-GST) of the claimed quarterly AMC value. Also the total penalty deductible under this clause towards the downtime during warranty period shall be restricted to 5% (plus-GST) 3% of the total value the order annualised contract value.	Bidder has to comply with RFP terms.



34	18	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	4. Penalties/ Liquidated Damages	4.2.2. If the uptime is below 98%, the Bank shall have full right to terminate the contract under this RFP or AMC, if contracted. The right of termination shall be in addition to the penalty as mentioned above. Uptime will be calculated on monthly basis.	Request Bank to Change it to - If the uptime is below 98%, <del>the Bank shall have full right to terminate the contract under this RFP or AMC, if contracted. The right of termination shall be in addition to the penalty as mentioned above.</del> the Bank can exercise the penalty in accordance with clause 4.2.1 and deviations to it. Uptime will be calculated on monthly basis.	Bidder has to comply with RFP terms.
35	19	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	4. Penalties/ Liquidated Damages	4.2.3. In case equipment is taken away for repairs in Warranty/AMC period [If contracted], the bidder shall provide equivalent or higher standby equipment so that the equipment can be put to use in the absence of originals/ replacements without disrupting the Bank's regular work. If standby equipments are not provided for replacing the faulty equipments and/or equipments which is/are taken away for repair is/are not repaired and replaced within 30days at more than Five locations per quarter, Bank at its discretion shall have full right to invoke Bank Guarantee and to terminate the contract in addition to the penalty as mentioned above.	Request Bank to Change it to - In case equipment is taken away for repairs in Warranty/ AMC period [if contracted], the bidder shall provide equivalent or higher standby equipment so that the equipment can be put to use in the absence of originals/ replacements without disrupting the Bank's regular work. If standby equipments are not provided for replacing the faulty equipments and/or equipments which is/are taken away for repair is/ are not repaired and replaced within 30days at more than Five locations per quarter, Bank at its discretion shall have full right to <del>invoke Bank Guarantee and to terminate the contract in addition to</del> exercise the penalty as mentioned above.	Bidder has to comply with RFP terms.
36	19	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	4. Penalties/ Liquidated Damages	4.2.5. Further provided that the Bank may, during the time of the warranty/AMC, shift the goods wholly or in part to other location(s) within the Country and in such case the Supplier undertakes to continue to warranty/AMC support and maintain the goods at the new location without any other additional cost to the Bank.	Request Bank to Change it to - Further provided that the Bank may, during the time of the warranty/ AMC, shift the goods wholly or in part to other location(s) within the Country and in such case the Supplier undertakes to continue to warranty/ AMC support and maintain the goods at the new location without any other additional cost if any to the Bank.	Bidder has to comply with RFP terms.
37	19	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	4. Penalties/ Liquidated Damages	<u>4.3. Penalties/Liquidated Damages for non-performance:</u> If the specifications of the RFP are not met by the bidder during various tests. the bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to invoke the Bank Guarantee.	Request Bank to Change it to - <u>Penalties/Liquidated Damages for non-performance:</u> if the specifications of the RFP are not met by the bidder during various tests. the bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime. <del>failing which the Bank reserves its right to invoke the Bank Guarantee.</del>	Bidder has to comply with RFP terms.



38	19	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	4. Penalties/ Liquidated Damages	4.4. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.	Request Bank to Change it to - The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract <del>or may be recovered by invoking of Bank Guarantees</del> or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, <del>levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.</del>	Bidder has to comply with RFP terms.								
39	20	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	4. Penalties/ Liquidated Damages	4.5. All the above LDs are independent of each other and are applicable separately and concurrently.	Request Bank to Change it to - All the above LDs are independent of each other and are applicable separately and concurrently and is capped to the level of penalty that is 3% of Annualised Contract Value.	Bidder has to comply with RFP terms.								
40	20	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	5. Payment Terms	<table border="0"> <tr> <td>Payment Stages</td> <td>% of Payment</td> </tr> <tr> <td>a. Delivery</td> <td>50%</td> </tr> <tr> <td>b. Installation, configuration &amp; commissioning</td> <td>40%</td> </tr> <tr> <td>c. Warranty</td> <td>10%</td> </tr> </table>	Payment Stages	% of Payment	a. Delivery	50%	b. Installation, configuration & commissioning	40%	c. Warranty	10%	<p>We request to change the payment terms as :</p> <p>80% will be released on delivery of Manageable Network Switches on production of relevant documents</p> <p>20% will be released after successful installation, configuration &amp; commissioning and Acceptance of Hardware &amp; Software items supplied as per Scope of Work</p> <p>AMC amount shall be released yearly advance</p> <p>.....Please define acceptance timeline clearly &amp; add deemed acceptance clause as bidder's payment is linked with acceptance criteria .</p>	Bidder has to comply with RFP terms.
Payment Stages	% of Payment													
a. Delivery	50%													
b. Installation, configuration & commissioning	40%													
c. Warranty	10%													
41	20	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	5. Payment Terms	5.2. Payments shall be released upon submission of relevant documents as per RFP terms and found in order by the respective offices. who have placed order on the selected Bidder.	We request to release the payment centrally	Bidder has to comply with RFP terms.								
42	20	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	5. Payment Terms	<table border="0"> <tr> <td>Payment Stages</td> <td>% of Payment</td> </tr> <tr> <td>a. Delivery</td> <td>50%</td> </tr> <tr> <td>b. Installation, configuration &amp; commissioning</td> <td>40%</td> </tr> <tr> <td>c. Warranty</td> <td>10%</td> </tr> </table>	Payment Stages	% of Payment	a. Delivery	50%	b. Installation, configuration & commissioning	40%	c. Warranty	10%	Request Bank to release 70% payment on Delivery, 25% payment on Installation, configuration and commissioning and 5% after 1 year of warranty.	Bidder has to comply with RFP terms.
Payment Stages	% of Payment													
a. Delivery	50%													
b. Installation, configuration & commissioning	40%													
c. Warranty	10%													



43	20	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	5. Payment Terms	Payment Stages a. Delivery	% of Payment 50%	Requested to modify the clauses " 70% will be released on delivery of Mangable Network Switcheson production of relevent docuemnts"	Bidder has to comply with RFP terms.
44	20	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	5. Payment Terms	Payment Stages b. Installation, configuration & commissioning	% of Payment 40%	Requested to modify the clauses " 70% will be relesed after successful indtallation , configuration, commissioning and acceptance of hardware and software items supplied as per scope of work."	Bidder has to comply with RFP terms.
45	20	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	5. Payment Terms	Payment Stages c. Warranty	% of Payment 10%	Requested to modify the clauses " 10% will be released after completion of warranty period of One year and submission of downtime report for warranty period duly signed by bank officials for the device working under that circle. Or against PBG for 10% for the period of Warranty (i.e. one year)."	Bidder has to comply with RFP terms.
46	20	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	5. Payment Terms	Payment Stages a. Delivery	% of Payment 50%	Kindly increase to 70% as the cost of product is higher than the installation services provided by bidder .  Further, on production of softcopy of relevant documents (Invoice, proof of deliver either Courier POD/Invoice Acknowledgment by branch)	Bidder has to comply with RFP terms.
47	20	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	5. Payment Terms	Payment Stages b. Installation, configuration & commissioning	% of Payment 40%	When delivery payment 70% is considered, the installation payment can be reduced to 20%	Bidder has to comply with RFP terms.
48	20	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	5. Payment Terms	Payment Stages c. Warranty	% of Payment 10%	10% after completion of warranty period of one year or against submission of another BG for equivalent amount	Bidder has to comply with RFP terms.
49	20	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	5. Payment Terms	5.2. Payments shall be released upon submission of relevant documents as per RFP terms and found in order by the respective offices, who have placed order on the selected Bidder.		Payments shall be released upon submission of relevant documents either in softcopy/original hardcopy. Payments will be done on prorata basis after completion of 90% of supplies, 80% of installation respectively under each CO/RO	Bidder has to comply with RFP terms.
50	20	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	5. Payment Terms	5.2. Payments shall be released upon submission of relevant documents as per RFP terms and found in order by the respective offices, who have placed order on the selected Bidder.		To allow softcopies to serve as documentary proof (Invoices, logistics POD, PIR & ATR) for making due payments. However, later bidder will submit originals in hardcopy	Bidder has to comply with RFP terms.
51	20	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	5. Payment Terms	5.4. Payment shall be released within 30 days of submission of relevant documents as per RFP terms.		Please amend as released in 15 days in full from the date of submission of relevant documents in softcopy for each completed branch CO/RO locations.	Bidder has to comply with RFP terms.



52	20	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	5. Payment Terms	Payment Stages a. Delivery	% of Payment 50%	Request Bank to Change it to - 50% 80% will be released on delivery Manageable Network Switches on production of relevant documents. Please note that Originals of invoices (plus One a. Delivery copy) reflecting CST, GSTIN, HSN Code, State Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/ office should be submitted while claiming payment in respect of orders placed. Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business. whichever occurs earlier.	Bidder has to comply with RFP terms.
53	20	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	5. Payment Terms	Payment Stages b. Installation, configuration & commissioning	% of Payment 40%	Request Bank to Change it to - 40% 10% will be released after successful installation, configuration & commissioning and Acceptance of Hardware & Software items supplied as per Scope of Work. The Installation, vendor has to submit installation and configuration Acceptance reports duly signed by the Bank officials of the respective Branch/offices, commissioning while claiming payment. The invoice, installation and Acceptance report should contain the product serial number of the items supplied. Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business. whichever occurs earlier.	Bidder has to comply with RFP terms.



54	21	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	6. Local Support	6.3. Response Time and Meantime to Restore [MTTR] 6.3.1. Response Time shall be 2 hours for State Capitals/UTs and a response time of 4 hours for other locations. The MTTR shall be 4 hours for all the locations and excludes Response Time. Time specified above is from lodging of complaint.	This point is not matching with the uptime expectation. Please clarify.	Bidder has to comply with RFP terms.
55	22	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	8. Warranty	8.6. Downtime report should be collected from the branch officials/Circle Office officials duly certified by them. In case any disputes in downtime, it should be resolved amicably/mutually agreed upon. However the bidder shall submit the necessary proof that the failures not on account of network devices.	Is there any tools to monitor the uptime of the devices.	Bidder has to comply with RFP terms.
56	22	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	9. Annual Maintenance Contract (AMC) / Annual Technical Support (ATS) (If Contracted)	9.1. At the time of submission of bids, the Bidder has to quote AMC/ATS for Hardware (including OS) & software Items for Four (4) years after completion of One year warranty periods. in the Commercial Bid separately for Comprehensive maintenance contract.  9.2. The Bank, at its discretion may enter into Annual Maintenance Contract (AMC) of hardware and software supplied with the Bidder after completion of respective warranty periods.  9.4. The Bank will pay AMC charges after the end of warranty period if contracted. Such payment shall be released quarterly in arrears. The bidder shall submit the downtime report duly certified by bank's official along with payment claim letter. Bank will calculate the uptime and impose penalty as per uptime clause. However total penalty shall be restricted to 10% (plus GST) of AMC order value for each order.	Please confirm that Bank will provide confirm PO for 5 year warranty as the switches from all the major OEM's have life time warranty.	Bidder has to comply with RFP terms.
57	22	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	9. Annual Maintenance Contract (AMC) / Annual Technical Support (ATS) (If Contracted)	9.9. The Bank reserves right to enter into AMC either centrally at Bengaluru or COs locations.  9.10. The Bank reserves right to enter into AMC for part or full project/items and either one or more locations.	To fix the rate for 5 year warranty , we request 5 year confirm PO for the defined quantity in the RFP.	Bidder has to comply with RFP terms.
58	22	<u>SECTION C - DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	9. Annual Maintenance Contract (AMC) / Annual Technical Support (ATS) (If Contracted)	9.4. The Bank will pay AMC charges after the end of warranty period if contracted. Such payment shall be released quarterly in arrears. The bidder shall submit the downtime report duly certified by bank's official along with payment claim letter. Bank will calculate the uptime and impose penalty as per uptime clause. However total penalty shall be restricted to 10% (plus GST) of AMC order value for each order.	Allow us to quote with 5 years warranty as the Switches from all the major OEM's come with life time warranty hence request to not consider the AMC for 4 years.	Bidder has to comply with RFP terms.





59	22	SECTION C - <u>DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	9. Annual Maintenance Contract (AMC) / Annual Technical Support (ATS) (If Contracted)	9.4. The Bank will pay AMC charges after the end of warranty period if contracted. Such payment shall be released quarterly in arrears. The bidder shall submit the downtime report duly certified by bank's official along with payment claim letter. Bank will calculate the uptime and impose penalty as per uptime clause. However total penalty shall be restricted to 10% (plus GST) of AMC order value for each order.	Request Bank to Change it to - The Bank will pay AMC charges after the end of warranty period if contracted. Such payment shall be released quarterly in arrears advance. The bidder shall submit the downtime report duly certified by bank's official along with payment claim letter. Bank will calculate the uptime and impose penalty as per uptime clause. However total penalty shall be restricted to <del>10% (plus GST)</del> 3% of annualised contract value of AMC order value for each order.	Bidder has to comply with RFP terms.
60	23	SECTION C - <u>DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	9. Annual Maintenance Contract (AMC) / Annual Technical Support (ATS) (If Contracted)	9.12. The bidder shall be liable to the bank for any loss or damage caused due to the malfunctioning of the hardware or software, improper Warranty and AMC support if contracted, etc.	Request Bank to Change it to - <u>Subject to the Limitation of Liability</u> , The bidder shall be liable to the bank for any <u>direct</u> loss or damage caused due to the malfunctioning of the hardware or software, improper Warranty and AMC support if contracted, etc.	Bidder has to comply with RFP terms.
61	23	SECTION C - <u>DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	9. Annual Maintenance Contract (AMC) / Annual Technical Support (ATS) (If Contracted)	9.18. Termination of AMC contract (if contracted): This Agreement and the obligations of parties contained in it shall terminate upon the occurrence of the following: 9.18.1. Material(s) default by either party in the performance of any of its obligations to the other under this Agreement, if same is not cured within thirty days after written Notice thereof.	Request Bank to Change it to - Material(s) default by either party in the performance of any of its obligations to the other under this Agreement if same is not cured within thirty days after written Notice thereof. Either party may, without cause, terminate the entire contract upon written notice of ninety (90) days to the other. Either party may terminate the contract upon written notice to the other in the event that the other party commits a material breach of the contract and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice. In the event of termination by Customer, Wipro shall be paid for the: 1. Goods delivered; 2. Services rendered; 3. Work in progress; 4. Unpaid AMCs/ Services; 5. Third party orders in pipeline which cannot be cancelled despite Bidder's best efforts; 6. Unrecovered investments shall be paid by	Bidder has to comply with RFP terms.



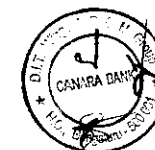
62	23	SECTION C - <u>DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	9. Annual Maintenance Contract (AMC) / Annual Technical Support (ATS) (If Contracted)	9.18. Termination of AMC contract [if contracted]: This Agreement and the obligations of parties contained in it shall terminate upon the occurrence of the following: 9.18.2. Without prejudice to any other right or remedy, upon the filing of a petition in bankruptcy or insolvency by or against the other, or upon any act of bankruptcy, including a condition of insolvency, or should the other make an assignment for the benefit of creditors, and the appointment of a receiver subsequent to such filing, act, or assignment.	Request Bank to Change it to - Without prejudice to any other right or remedy, upon the filing of a petition in bankruptcy or insolvency by or against the other, or upon any act of bankruptcy, including a condition of insolvency, or should the other make an assignment for the benefit of creditors, and the appointment of a receiver subsequent to such filing, act, or assignment. Either party may, without cause, terminate the entire contract upon written notice of ninety (90) days to the other. Either party may terminate the contract upon written notice to the other in the event that the other party commits a material breach of the contract and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice. In the event of termination by Customer, Wipro shall be paid for the: 1. Goods delivered; 2. Services rendered; 3. Work in progress; 4. Unpaid AMC / Services.	Bidder has to comply with RFP terms.
63	25	SECTION C - <u>DELIVERABLES &amp; SERVICE LEVEL AGREEMENTS</u>	10. Scope Involved During Contract Period	10.11. Preventive maintenance shall be done annually once as and when required basis on receiving request from Technology Management section during Warranty and AMC period [if contracted]. Preventive maintenance activity should take care of device configuration verification, device health checkup, fine-tuning the configuration, security checkup, verification of bugs/patches, etc. The preventive maintenance report format shall be prepared by bank, the bidder shall strictly follow the format of bank and submit the same for each location wise while claiming AMC payment if contracted.	Please clarify that preventive maintenance can be done at central location remotely and submit the report as per the format shared by bank.	The RFP clause is modified as under: "10.11. Preventive maintenance shall be done annually during Warranty and AMC period [if contracted]. Preventive maintenance activity should take care of device configuration verification, device health checkup, fine-tuning the configuration, security checkup, verification of bugs/patches, etc. The preventive maintenance report format is attached as Annexure-13 and the bidder shall strictly follow the format of bank and submit the same for each location wise while claiming Warranty payment/ AMC payment if contracted."



64	33	<u>SECTION D - BID PROCESS</u>	7. Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD	<p><u>7.5. The EMD may be forfeited/ Bank Guarantee may be invoked:</u></p> <p>7.5.1. If the bidder/s withdraws or amends the bid during the period of bid validity specified in this document.</p> <p>7.5.2. If the bidder/s fails to participate/quote the price in Online Reverse Auction or fails to login in Reverse auction process.</p> <p>7.5.3. If the selected bidder fails to accept the purchase order / Letter of Intent (LOI) within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.</p>	<p>Request Bank to Change it to -</p> <p>The EMD may be forfeited/ Bank Guarantee may be invoked:</p> <p>7.5.1. If the bidder/s withdraws or amends the bid during the period of bid validity specified in this document.</p> <p>7.5.2. If the bidder/s fails to participate/quote the price in Online Reverse Auction or fails to login in Reverse auction process.</p> <p>7.5.3. If the selected bidder fails to accept the purchase order / Letter of Intent (1.01) within 7 days or fails to sign the contract <u>on mutually agreed terms</u> or fails to furnish performance guarantee in accordance with the terms of the RFP <u>after signing of the contract on mutually agreed terms</u>.</p>	Bidder has to comply with RFP terms.
65	42	<u>SECTION F - OWNERSHIP &amp; AWARDING OF CONTRACT</u>	6. Effective Date	6.2. Failure to accept the order within seven days from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Bank. Thereafter the Bank shall be at liberty to proceed with procurement from the other Bidders within the purview of the same RFP by calling for fresh commercial quotes from the bidders. In such an event, the initially selected bidder stands disqualified for further participating in the subject Bid.	<p>Request Bank to remove this clause -</p> <p><del>Failure to accept the order within seven days from the date of receipt of the order, makes the EMC liable for forfeiture at the discretion of the Bank. Thereafter the Bank shall be at liberty to proceed with procurement from the other Bidders within the purview of the same RFP by calling for fresh commercial quotes from the bidders. In such an event, the initially selected bidder stands disqualified for further participating in the subject Bid.</del></p>	Bidder has to comply with RFP terms.
66	43	<u>SECTION F - OWNERSHIP &amp; AWARDING OF CONTRACT</u>	8. Security Deposit / Performance Bank Guarantee	8.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.	<p>Request Bank to Change it to -</p> <p>8.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed <u>as per the material terms of the RFP</u> and the guarantee is not extended, or if the selected bidder fails to complete his <u>material</u> obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.</p>	Bidder has to comply with RFP terms.



67	43	<u>SECTION F - OWNERSHIP &amp; AWARDING OF CONTRACT</u>	9. Execution of Agreement	9.1. Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format to be provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.	Request Bank to Change it to - Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Agreement" with the Bank at Bengaluru as per the format to be provided by the Bank <u>along with the PO copy, subject to deviations proposed.</u> Failure to execute the Agreement makes the EMD liable for forfeiture <del>at the discretion of the Bank and also rejection of the selected Bidder.</del>  Remarks : Since signed Contract Agreement is a key document against which Bank release the Bidder's Payment hence request Bank to Share the draft Agreement copy along with PO to avoid any delays in execution of Agreement & Payments.	Bidder has to comply with RFP terms.
68	44	<u>SECTION G - GENERAL CONDITIONS</u>	10. Insurance	The Hardware to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such insurance cover should be available till installation of the Solution. If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of Solution.	Transit Insurance can be upto delivery only. Insurance cover till installation will be Customer's responsibility	Bidder has to comply with RFP terms.



69	44	SECTION F - <u>OWNERSHIP &amp;</u> <u>AWARDING OF</u> <u>CONTRACT</u>	11. Order Cancellation/Termination of Contract	11.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during AMC period (if contracted).	Request Bank to Change it to - Bank shall serve the notice of termination to the bidder at least <del>30</del> 90 days prior, of its intention to terminate services during AMC period (if contracted). Either party may, without cause, terminate the entire contract upon written notice of forty five (45) days to the other. Either party may terminate the contract upon written notice to the other in the event that the other party commits a material breach of the contract or Statement of Work and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice. In the event of termination by Customer, Wipro shall be paid for the: 1. Goods delivered;2. Services rendered;3. Work in progress;4. Unpaid AMCs/ Services;5. Third party orders in pipeline which cannot be cancelled despite Bidder's best efforts;6. Unrecovered investments shall be paid by customer on per termination.	Bidder has to comply with RFP terms.
70	45	SECTION F - <u>OWNERSHIP &amp;</u> <u>AWARDING OF</u> <u>CONTRACT</u>	11. Order Cancellation/Termination of Contract	11.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions: 11.1.1. Delay in delivery beyond the specified period for delivery. 11.1.2. Serious discrepancies noted in the items delivered. 11.1.3. Breaches in the terms and conditions of the Order. 11.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances: 11.2.1. Non submission of acceptance of order within 7 days of order. 11.2.2. Excessive delay in execution of order placed by the Bank. 11.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid. 11.2.4. The bidder goes in to liquidation voluntarily or otherwise 11.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid. 11.2.6. The progress made by the selected bidder is found to be unsatisfactory. 11.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.	Request Bank to Change it to - 11. 1 . The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions, <u>provided a cure period and notice of not less than 30 days is provided to the Bidder:</u> 11 . 1 . 1 . <u>Undue</u> Delay in delivery beyond the specified period for delivery. 11 . 1 . 2 . Serious discrepancies noted in the items delivered. 11 . 1 . 3 . <u>Material</u> Breaches in the terms and conditions of the Order. 11.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances: 11 . 2 . 1 . Non submission of acceptance of order within 7 days of order <u>on mutually agreed terms.</u> 11 . 2 . 2 . <u>Undue</u> Excessive delay in execution of order placed by the Bank. 11 . 2 . 3 . The selected bidder commits a	Bidder has to comply with RFP terms.



71	47	SECTION G - GENERAL CONDITIONS	4. Human Resource Requirement	4.6. The Bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.	Request Bank to add this clause - Service Provider undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the Customer wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, Customer will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.	Bidder has to comply with RFP terms.
72	47	SECTION G - GENERAL CONDITIONS	6. Inspection of Records	Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.	Request Bank to add the below - ADD: Notwithstanding anything contained in this RFP: a) Excluding a regulatory/statutory requirement, if any, nothing in this Agreement shall be construed or interpreted as requiring Bidder to provide to Customer access to or right to inspect, examine, audit and take copies of any fees, price, cost or any other financial information or any records or documents relating to the make-up of the Bidder's internal overhead calculations, their relationship to the fees, any financial cost model, calculation of fees or to the Bidder's profitability or other such financial data. b) All audit, barring those required under a regulatory or statutory requirement, shall be done only on an annual basis.	Bidder has to comply with RFP terms.



73	47	SECTION G - GENERAL CONDITIONS	7. Negligence	<p>In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.</p>	<p>Request Bank to Change it to - In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice of 30 days in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the <del>risk</del> and cost of the selected bidder, subject to a maximum of 10% of such additional cost. In the event of such termination by Customer, Wipro shall be paid for the:</p> <ol style="list-style-type: none"> <li>1. Goods delivered;</li> <li>2. Services rendered;</li> <li>3. Work in progress;</li> <li>4. Unpaid.</li> </ol>	Bidder has to comply with RFP terms.
74	48	SECTION G - GENERAL CONDITIONS	12. Intellectual Property Rights	Whole Clause	<p>Request Bank to add the below - ADD: Notwithstanding anything to the contrary, all indemnity obligations shall be made mutual and applicable only to claims from third parties.</p>	Bidder has to comply with RFP terms.



75	49	SECTION G - GENERAL CONDITIONS	14. Indemnity	Whole Clause	Request Bank to Change it to - 14. 1 The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses , <u>all of which shall be made by third parties</u> , which may be <u>directly and proximately</u> caused to or suffered by or made or taken against the Bank arising out of: 14.1.1. <del>The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</del> 14.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder; 14.2. The bidder shall indemnify, protect and save the Bank against all <u>third party</u> claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such <del>other statutory infringements in respect of</del>	Bidder has to comply with RFP terms.
76	51	SECTION G - GENERAL CONDITIONS	17. Corrupt and Fraudulent Practices	17.5. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 17.6. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing. 17.7. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis. 17.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation and Support of the Solution by the Bank.	Request Bank to change it to - <del>17.5. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</del> <del>17.6. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.</del> <del>17.7. Any effort/ attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank</del>	Bidder has to comply with RFP terms.





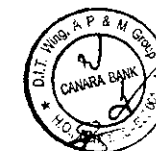
77	55	<b>SECTION H - PURCHASE PREFERENCE</b>	1. Micro & Small Enterprises (MSEs)	1.3. MSEs are exempted from paying Tender fee/cost & EMD, subject to furnishing of Valid certificate for claiming Exemption.	Medium Enterprise also to be included under MSME and have the exemptions and covered for them	Bidder has to comply with RFP terms.
78	63	<u>Annexure-2</u>	Eligibility Criteria Declaration  Criteria no. f	<u>Eligibility Criteria:</u> The Bidder/OEM should have their Own/Franchise Service /Support Office in at least 15 out of 21 Circle Office locations of the Bank as mentioned in Annexure-4 of the RFP. <u>Documents to be submitted:</u> The Bidder has to submit the details viz., Address, phone no., email id and contact person Name & Mobile no. etc. as per Annexure-4. In Case Bidder is having Service /Support Office for only 15 Circle Offices Locations of the Bank, Bidder has to provide an Undertaking that they will support remaining 06 Locations from their nearest Service Center as per RFP terms.	We request the Bank to accept service presence / Engineers presence of the Bidder also at these locations	Bidder has to comply with RFP terms.
79	64	<u>Annexure-2</u>	Eligibility Criteria Declaration  Criteria no. g	<u>Eligibility Criteria:</u> The Bidder/OEM should have their Own/Franchise Service /Support Office in at least 60 out of 118 Regional Office locations of the Bank as mentioned in Annexure-4 of the RFP. <u>Documents to be submitted:</u> The Bidder has to submit the details viz., Address, phone no., email id and contact person Name & Mobile no. etc. as per Annexure-4. In Case Bidder is having Service /Support Office for only 60 Regional Offices Locations of the Bank, Bidder has to provide an Undertaking that they will support remaining 58 Locations from their nearest Service Center as per RFP terms.	We request the Bank to accept service presence / Engineers presence of the Bidder also at these locations	Bidder has to comply with RFP terms.
80	64	<u>Annexure-2</u>	Eligibility Criteria Declaration  Criteria no. h	<u>Eligibility Criteria:</u> The Bidder should have supplied Minimum 1000 Nos. of the Manageable Network Switches to central Government/State Government/Public Sector Organization/Scheduled Commercial Banks/BFSI sector/Multi-National Companies in India during last 3 years. (i.e. from 01/01/2016 to 31/12/2018) <u>Documents to be submitted:</u> Bidder has to submit Purchase Order Copies or Letters confirming the delivery /Supply from the Customers duly mentioning the make of the Supply, Installation, Integration and Maintenance of Manageable Network Switches to this effect are to be enclosed.	As we are managing NAC solution so we can work single work	Bidder has to comply with RFP terms.



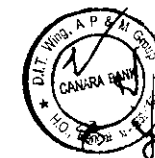
81	64	Annexure-2	Eligibility Criteria Declaration Criteria no. h	<u>Eligibility Criteria:</u> The Bidder should have supplied Minimum 1000 Nos. of the Manageable Network Switches to central Government/State Government/Public Sector Organization/Scheduled Commercial Banks/BFSI sector/Multi-National Companies in India during last 3 years. (i.e. from 01/01/2016 to 31/12/2018) <u>Documents to be submitted:</u> Bidder has to submit Purchase Order Copies or Letters confirming the delivery /Supply from the Customers duly mentioning the make of the Supply, Installation, Integration and Maintenance of Manageable Network Switches to this effect are to be enclosed.	Request bank to amend the clause as: The Bidder Should have supplied minimum 700 No.s of Managed or Unmanaged Network Switches to central govt/state govt/public sector organization/scheduled commercial bank/BFSI sector/Multi-national Companies in India during last 3 years (from 01/01/2016 to 31/12/2018)	Bidder has to comply with RFP terms.
82	72	Annexure 6	Non-Disclosure Agreement	Whole format	<u>ADD:</u> <u>The obligation of confidentiality shall come to an end 3 years from the date of termination of the Contract</u> <u>To the extent the Bidder shares any confidential information with the Bank, including the informatino contained in the bids submitted, the provisions of this agreement shall be applicable mutatis mutandis to the Bank.</u>	Bidder has to comply with RFP terms.
83	73	Annexure-7 <u>Technical Specifications of Manageable Network Switches</u>	A. Technical Specification for 24 Port Manageable Network Switches:	a. General Specifications 1. Minimum of 24 port 100Mbps Fast Ethernet auto sensing ports, with minimum 6.5 Mbps forwarding rate.	Minimum of 24 port 10/100/1000 Mbps Fast Gigabit Ethernet auto sensing ports, with minimum 6.5 30 Mbps Mpps forwarding rate. <u>Remarks:</u> Most of the PCs at each Branch have Gigabit Ethernet NICs. The Applications are getting heavier and hence better throughput is necessary.  Additionally most top switch vendors have either withdrawn or in the process of withdrawing the Fast Ethernet platforms.	Bidder has to comply with RFP terms.
84	73	Annexure-7 <u>Technical Specifications of Manageable Network Switches</u>	A. Technical Specification for 24 Port Manageable Network Switches:	a. General Specifications 2. Should have at least 2 Gigabit Ethernet Port 1000 Mbps RJ 45-Based interface for uplink connectivity.	Should have at least 2 Gigabit Ethernet Port 1000 Mbps RJ-45 or Fiber Optic Based interface for uplink connectivity. <u>Remarks:</u> Most vendors have Gigabit Slots, where required type of Transceivers can be placed.	Bidder has to comply with RFP terms.



85	73	<u>Annexure-7</u> <u>Technical Specifications of Manageable Network Switches</u>	A. Technical Specification for 24 Port Manageable Network Switches:	a. General Specifications 6. Minimum of 256 MB DRAM and 128 MB Flash memory	Minimum of 256 512 MB DRAM and 128 256 MB Flash memory  <b>Reasons for DRAM &amp; Flash Upgrade:</b> - The Switch ports are upgraded from Fast Ethernet to Gigabit Ethernet, - Switch has to process lot of data and policies related to NAC, NBAD etc.  In such situations, it doesn't matter what type and amount of WAN Bandwidth is available at the Branch, because such processing will happen at the Switch port, that will require additional DRAM & Flash.	Bidder has to comply with RFP terms.
86	73	<u>Annexure-7</u> <u>Technical Specifications of Manageable Network Switches</u>	A. Technical Specification for 24 Port Manageable Network Switches:	a. General Specifications 1. Minimum of 24 port 100Mbps Fast Ethernet auto sensing ports, with minimum 6.5 Mbps forwarding rate.	The specification asks for 100Mbps ports, now a days 100Mbps switches have been mostly phased out by all Tier-1 OEMS, hence Request you to make the specification as 100/1000 Gigabit ethernet auto sensing Ports.	Bidder has to comply with RFP terms.
87	73	<u>Annexure-7</u> <u>Technical Specifications of Manageable Network Switches</u>	B. Technical Specification for 8 Port Manageable Network Switches:	a. General Specifications 1. Minimum of 8 port 100Mbps Fast Ethernet auto sensing ports, with minimum 4 Mbps forwarding rate.	The specification asks for 100Mbps ports, now a days 100Mbps switches have been mostly phased out by all Tier-1 OEMS, hence Request you to make the specification as 100/1000 Gigabit ethernet auto sensing Ports.	Bidder has to comply with RFP terms.
88	92	NA	Appendix-F	Bank Guarantee Format for Earnest Money Deposit.	Request change in the format.	Bidder has to comply with RFP terms.
89	92	NA	Appendix-G	Proforma of Bank Guarantee for Contract Performance.	Request change in the format.	Bidder has to comply with RFP terms.
90	92	NA	Appendix-H	Format for Bank Guarantee for Advance Warranty Payment. (Not Applicable)	Request change in the format.	Bidder has to comply with RFP terms.
91	92	NA	Appendix-I	Pre Contract Integrity Pact.	Request change in the format.	Bidder has to comply with RFP terms.
92	NA	NA	NA	NA	Requesting you to include in Eligibility criteria "Proposed OEM should be leader in Gartner Magic Quadrant for wired and wireless LAN infrastructure from last 5 years."	Bidder has to comply with RFP terms.
93	NA	NA	Addition Point		Proposed OEM should be leader in Gartner Magic Quadrant for wired and wireless LAN infrastructure from last 5 years	Bidder has to comply with RFP terms.



94	NA	<u>Additional Point</u>	Limitation of Liability	NA	<p>Request Bank to add LOL Clause as below - Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</p> <p>Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Bidder under this Agreement, shall not exceed the fees received by Bidder under this Agreement during the three months preceding the date of such claim.</p>	Bidder has to comply with RFP terms.
95	NA	<u>Additional Point</u>	Pass Through Warrantymy	Clause not present in RFP	<p>Request Bank to add this clause - Since Wipro is acting as a reseller of completed products, Wipro shall "pass through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Wipro shall not provide any additional warranties and indemnities with respect such products.</p>	Bidder has to comply with RFP terms.



96	NA	<u>Additional Point</u>	Arbitration	Clause not present in RFP	Request Bank to add this clause - If the dispute cannot be settled by mutual discussions within the thirty (30) day period, either party may refer the matter to a panel of three arbitrators. Each party shall choose one arbitrator, both of whom shall elect the third arbitrator who shall be the presiding arbitrator. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Bangalore, India.	Bidder has to comply with RFP terms.
97	NA	<u>Additional Point</u>	Risk and Title	Clause not present in RFP	Request Bank to add this clause - The risk, title and ownership of the deliverables shall be transferred to the customer upon delivery of such products to the customer	Bidder has to comply with RFP terms.
98	NA	<u>Additional Point</u>	Non Hire Clause	Clause not present in RFP	Request Bank to add this clause - Customer acknowledges that personnel to be provided by Wipro represent a significant investment in recruitment and training, the loss of which would be detrimental to Wipro's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Wipro employee, or induce any such individual to leave the employ of Wipro. For purposes of this clause, a Wipro employee means any employee or person who has who has been involved in providing services under this Agreement.	Bidder has to comply with RFP terms.



