

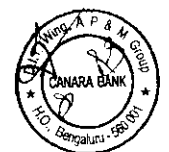
Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
1	12	8. Scope of Work	8.2. PRESENT SCOPE OF WORK. 8.2.13. Providing training to the Bank's officials.	Scope of training is not mentioned in the RFP. Also, request information from the bank on how many officials training required and are they the technical staff of	Please refer the RFP Clause 52 where scope of training is mentioned. Bidder has to comply with RFP terms.
2	21	27. Bidders Presentation /Site Visits / Product Demonstration/POC	27.4. The Bank at its discretion call for providing of Proof of Concept (PoC) of proposed solution at the site mutually agreed.	Time lines to complete POC and number of locations for POC is not mentioned. OEM shall be in position to supply POC Hardware for free of cost Cost of POC to be borne by the bank	Bidder has to comply with RFP terms.
3	25	40. Security Deposit / Performance Bank Guarantee:	40.2. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (plus GST) for each completed calendar week of delay or part thereof on the cost of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% (plus GST)of the total order value.	Request bank to delete this clause	Bidder has to comply with RFP Terms.
4	25	40. Security Deposit / Performance Bank Guarantee:	40.2. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (plus GST) for each completed calendar week of delay or part thereof on the cost of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% (plus GST)of the total order value.	Penalty clause to be deleted as the tender is already backed by EMD, BG & LD	Bidder has to comply with RFP Terms.
5	26	42. Delivery, Installation, Commissioning and Acceptance:	42.1. Delivery of Materials: Delivery of materials should be within 6 weeks for Non-Road Permit Locations and 8 Weeks for Road Permit Locations for each ordered location/s from the date of intimation of locations. Please note that no extra charge / tax will be paid for those location/s where road permit is required. Bidder only has to arrange for road permit, taxes for road permit, Transit insurance, Transit Permit at his cost. The Bank will not arrange for any Road Permit / Sales Tax clearance for Delivery of hardware to different locations and the Bidder 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 provide the road permit	Bidder has to comply with RFP Terms.



6	26	42. Delivery, Installation, Commissioning and Acceptance:	42.1. Delivery of Materials: Delivery of materials should be within 6 weeks for Non-Road Permit Locations and 8 Weeks for Road Permit Locations for each ordered location/s from the date of intimation of locations. Please note that no extra charge / tax will be paid for those location/s where road permit is required. Bidder only has to arrange for road permit, taxes for road permit, Transit insurance, Transit Permit at his cost. The Bank will not arrange for any Road Permit / Sales Tax clearance for Delivery of hardware to different locations and the Bidder 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 this to: 8 weeks for non-road permit locations and 10 weeks for locations with road permit from the time of delivery instructions	Bidder has to comply with RFP Terms.
7	26	42. Delivery, Installation, Commissioning and Acceptance:	42.2. Bank shall provide the Circle Office address and contact details for delivery of materials. As the requirement of the hardware is for various Branches/Offices which will open during next 3-4 months period and premises are not finalized, delivery has to be done at Bank's Circle Office Locations. The effective date for delivery will be from the date of providing the addresses of Circle Offices to selected Bidder by the Bank. All the ordered materials should be delivered as mentioned in clause 42.1. On finalization of Branch/Office/ATM location bank will move the devices to the end location and instruct bidder for installation. However Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are yet to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations without any additional cost to the Bank. Correct Serial Numbers of the Devices should be captured by bidder before delivery of the Devices for future tacking, inventory management and shall be shared with Bank.	The hardware on transit cannot be diverted and it's very difficult since GST is in force. Clause need to be amended with additional charges for diverted items (transit) or bank should take responsibility for shipping.	Bidder has to comply with RFP Terms.



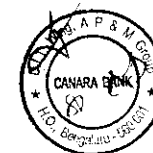
8	26	42. Delivery, Installation, Commissioning and Acceptance:	42.2. Bank shall provide the Circle Office address and contact details for delivery of materials. As the requirement of the hardware is for various Branches/Offices which will open during next 3-4 months period and premises are not finalized, delivery has to be done at Bank's Circle Office Locations. The effective date for delivery will be from the date of providing the addresses of Circle Offices to selected Bidder by the Bank. All the ordered materials should be delivered as mentioned in clause 42.1. On finalization of Branch/Office/ATM location bank will move the devices to the end location and instruct bidder for installation. However Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are yet to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations without any additional cost to the Bank. Correct Serial Numbers of the Devices should be captured by bidder before delivery of the Devices for future tacking, inventory management and shall be shared with Bank.	Request Bank to delete this clause and provide sign off on site not ready basis	Bidder has to comply with RFP Terms.
9	26	42. Delivery, Installation, Commissioning and Acceptance:	42.1. Delivery of Materials: Delivery of materials should be within 6 weeks for Non-Road Permit Locations and 8 Weeks for Road Permit Locations for each ordered location/s from the date of intimation of locations. Please note that no extra charge / tax will be paid for those location/s where road permit is required. Bidder only has to arrange for road permit, taxes for road permit, Transit insurance, Transit Permit at his cost. The Bank will not arrange for any Road Permit / Sales Tax clearance for Delivery of hardware to different locations and the Bidder 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 this to 8 weeks for non road permit location and 10 weeks for road permit locationrespectively	Bidder has to comply with RFP Terms.
10	27	42. Delivery, Installation, Commissioning and Acceptance:	42.7. Non-compliance of the above delivery clause will result in imposing penalty at 0.50% of the cost of all the ordered equipments of the respective location for every 7 days of delay from the due date or part thereof separately for delay in delivery. However the total LD to be recovered under this clause shall be restricted to 5% of the total value of the order for that location.	Request bank to change this to: 0.5% of the undelivered hardware value per week capped to 5% of the undelivered material cost	Bidder has to comply with RFP Terms.



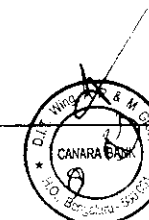
11	27 & 28	42. Delivery, Installation, Commissioning and Acceptance:	<p>42.7. Non-compliance of the above delivery clause will result in imposing penalty at 0.50% of the cost of all the ordered equipments of the respective location for every 7 days of delay from the due date or part thereof separately for delay in delivery. However the total LD to be recovered under this clause shall be restricted to 5% of the total value of the order for that location.</p> <p>42.10. Non-compliance of the above installation clause will result in imposing penalty at 0.50% of the cost of all the ordered equipments of the respective location for every 7 days of delay from the due date or part thereof separately for delay in installation. However the total LD to be recovered under this clause shall be restricted to 5% of the total value of the order for that location.</p>	The penalty/LD will be 0.5% of the contract value <u>defaulted value</u> per week subject to the maximum of 5% of the contract value <u>defaulted value</u> .	Bidder has to comply with RFP Terms.
12	27	42. Delivery, Installation, Commissioning and Acceptance:	<p>42.8. Installation of Materials: Installation of materials should be within 10 Days (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Bidder shall do site survey compulsorily as per clause 44, before/during installation and satisfy themselves that Site is ready as per the device requirements before installing the equipments. 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</p>	Pls extend time lines to 25 days	Bidder has to comply with RFP Terms.
			<p>each ordered locations. Installation payment shall be paid against completion of installation of all the ordered materials and completion of scope of work duly certified by bank's officials in the installation report and installation payment claim letter. However installation report shall be prepared by the Bank. 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.</p>		



13	28	42. Delivery, Installation, Commissioning and Acceptance:	42.8. Installation of Materials: Installation of materials should be within 10 Days (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Bidder shall do site survey compulsorily as per clause 44, before/during installation and satisfy themselves that Site is ready as per the device requirements before installing the equipments. 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. Installation payment shall be paid against completion of installation of all the ordered materials and completion of scope of work duly certified by bank's officials in the installation report and installation payment claim letter. However installation report shall be prepared by the Bank. 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.	Request bank to provide 2 weeks for installation from the date of instruction	Bidder has to comply with RFP Terms.
14	28	42. Delivery, Installation, Commissioning and Acceptance:	42.10. Non-compliance of the above installation clause will result in imposing penalty at 0.50% of the cost of all the ordered equipments of the respective location for every 7 days of delay from the due date or part thereof separately for delay in installation. However the total LD to be recovered under this clause shall be restricted to 5% of the total value of the order for that location.	Request bank to change this to: 0.5% of the uninstalled hardware value per week capped to 5% of the uninstalled material cost	Bidder has to comply with RFP Terms.



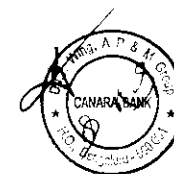
15	28	42. Delivery, Installation, Commissioning and Acceptance:	42.9. Acceptance test should be carried out at the each ordered locations. Acceptance test report will be reckoned after one month of successful working of the installed items at each location. Acceptance payment shall be paid against completion of Acceptance test of all the ordered materials at the ordered locations duly certified by bank's officials in the Acceptance Test report and Acceptance payment claim letter. The bidder shall submit the proof of performance authenticated by the bidder and bank's official at the time of requesting acceptance payment. 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 provide acceptance within 7 days in including holidays as 30 days too long	Bidder has to comply with RFP Terms.
16	29	43. Pre-Dispatch Inspection (PDI):	43.2. The selected bidder shall inform his readiness for pre-dispatch inspection at least 7 days in advance. Inspection of the ordered equipment to be supplied to the Bank shall be carried out at bidder's site/facility. There shall not be any additional charges payable by the Bank for such inspection. However, the Bank will have the discretion to recover the costs related to travel and stay of its staff/consultants from the bidders if the ordered equipment offered for inspection are not as per the Bank's order or if the vendor fails to comply with the test and inspection procedure.	Request bank to start the date of Delivery timelines once PDI signoff happened by both parties.	Bidder has to comply with RFP Terms.
17	29	44. Site Survey:	44.1. The bidder shall conduct site survey compulsorily in all the locations within 10 days from the date of instruction given by Circle Offices for Installation of the Devices. The selected Bidder shall submit the document indicating site preparation requirements after visiting all locations. The bidder shall be responsible for checking whether the site is made ready as per the requirements before installing the equipments. The Bank's deliverable specifically includes supply of UPS, Earthing, AC and providing space for keeping the LAN/WAN equipments/Racks. The report should consist of site readiness locations However, the equipment shall be operable in 190-270V, single phase 47-65 Hz AC power supply.	If we find any site is not ready for installtion, Bank should not consider that branch for any kind of installation penalty	Bidder has to comply with RFP Terms.



18	30	44. Site Survey:	44.1. The bidder shall conduct site survey compulsorily in all the locations within 10 days from the date of instruction given by Circle Offices for Installation of the Devices. The selected Bidder shall submit the document indicating site preparation requirements after visiting all locations. The bidder shall be responsible for checking whether the site is made ready as per the requirements before installing the equipments. The Bank's deliverable specifically includes supply of UPS, Earthing, AC and providing space for keeping the LAN/WAN equipments/Racks. The report should consist of site readiness locations However, the equipment shall be operable in 190-270V, single phase 47-65 Hz AC power supply.	It is a very short time, request bank to provide minimum 3 to 4 weeks because during prime business hours commissioning and testing is not allowed in banks	Bidder has to comply with RFP Terms.
19	30	45. Penalties/Liquidated Damages:	45.1. Penalty for delay in Delivery and Installation of Network Equipments in all Locations. Non-compliance of the delivery & installation clauses (42.1) and (42.8) will result in imposing penalty (0.50% on delay in delivery and 0.50% on delay on installation) per week or part thereof, on the invoice value location/office address wise. However the total LD to be recovered under this clause shall be restricted to 5% of total value of the order for that location.	The penalty/LD will be 0.5% of the invoice-value <u>defaulted value</u> per week subject to the maximum of 5% of the invoice value <u>defaulted value</u> . <u>LD shall always be in lieu of all the other remedies under this bid.</u>	Bidder has to comply with RFP Terms.
20	31	47. Payment Terms:	47.1. Payment schedule will be as under: 1. Delivery -50% 2. Installation, configuration & commissioning-40% 3. Warranty -10%	Payment should be made on link wise delivery of Hardware and Software and Installation and Commissioning Also, request bank to provide 70% on delivery, 20% on installation and rest 10% on submission of PBG	Bidder has to comply with RFP Terms.
21	31	47. Payment Terms:	47.1. Payment schedule will be as under: 3. Warranty-10%-10% of the total cost shall be paid only after completion of warranty period of one Year and submission of Downtime Reports for warranty period duly signed by Bank CO officials for the Devices working under that Circle. or on submission of a bank guarantee for equivalent amount by the vendor after releasing 90% payment. Bidder has to renew the BG till submission of Downtime Reports for warranty period duly signed by Bank CO officials for the Devices working under that Circle.	We request Bank to consider the option of down time reports sign-off by HO centrally	Bidder has to comply with RFP Terms.
22	31	47. Payment Terms:	47.1. Payment schedule will be as under: 1. Delivery -50% 2. Installation, configuration & commissioning-40% 3. Warranty -10%	Request bank to change it to 70% on Delivery, 20% on Installation & 10% on Warranty completion	Bidder has to comply with RFP Terms.



23	31	47. Payment Terms:	47.1. Payment schedule will be as under: 1. Delivery -50% 2. Installation, configuration & commissioning-40% 3. Warranty -10%	Payment terms to be revised to 85:10:5 in place of 50:40:10	Bidder has to comply with RFP Terms.
24	32	48. Order Cancellation/Termination of Contract:	48.4. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.	Request deletion of this clause as a. LD is already applicable b. Bidder will complete delivery as Payment is linked to delivery Also request at least 30 day notice and correction period to bidder before invocation of this clause	Bidder has to comply with RFP Terms.
25	32	48	Order Cancellation/Termination of Contract:	Wipro should be given 30 days written notice to cure the default failing which may attract termination. In the event of termination Customer shall pay Wipro for goods delivered and services rendered till the date of termination. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination, the goods shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: (a) To have any portion completed and delivered at the Contract terms and prices ; or (b) To cancel the remainder and pay to the Supplier an agreed amount as per the Terms & conditions of the contract for partially completed Goods and for materials and parts previously procured or services rendered by the Supplier.	Bidder has to comply with RFP Terms.



26	32	48. Order Cancellation/Termination of Contract:	48.4. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.	In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving seven days prior notice to the Bidder, <u>provided, however, that such costs to be reimbursed by the successful bidder shall be subject to a maximum of 5% of the differential amounts paid by the Bank for such re-procurement.</u>	Bidder has to comply with RFP Terms.
27	33	49. Local Support:	49.3. Response Time and Meantime to Restore [MTTR] 49.3.1. 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. 49.3.2. However penalty shall be applicable as per uptime clause.	Request bank to provide 4 hours for State capitals and Uts and 8 ours for rest of the locations	Bidder has to comply with RFP Terms.
28	33	50. Uptime:	50.1. The bidder shall guarantee an uptime of 99.50% for WAN at each location where the equipments 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 WAN. "Restoration" is the condition when the selected bidder demonstrates that the WAN is in working order and the Bank acknowledges the same.	Minimum guaranteed uptime is 99.5% however the penalty is levied after the downtime of more than 109 minutes which comes to 99.75% uptime. Need clarification and correction for the same. No penalty should be levied till 216 minutes downtime which gives 99.5% uptime. Also the total penalty quarterly deductible under this clause shall be restricted to 5% of the claimed quarterly AMC value	Please refer the RFP Clause 50.5, Where as upto 108 Minutes Nil Penalty. As per calculation, upto .5% of Downtime which is (30 Days* 12 Hours * 60 Min * .5%) = 108 Minutes no penalty is levied. Bidder has to comply with RFP terms.
29	33	49. Local Support:	49.3. Response Time and Meantime to Restore [MTTR] 49.3.1. 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. 49.3.2. However penalty shall be applicable as per uptime clause.	Request Bank to consider 4 hrs for Metro cities and rest Next business day support	Bidder has to comply with RFP Terms.

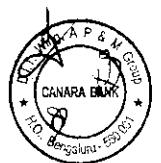


30	33	50. Uptime:	50.1. The bidder shall guarantee an uptime of 99.50% for WAN at each location where the equipments are commissioned, during warranty and also during AMC, if contracted, which shall be calculated on monthly basis. The "Uptime" is, for calculation purposes, equals to the Total contracted 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 WAN. "Restoration" is the condition when the selected bidder demonstrates that the WAN is in working order and the Bank acknowledges the same.	Pls extend uptime to 99% as we may have uncertainties in remote branches. And bank should not levy penalty due to reason attributed to Bank for high down time	Bidder has to comply with RFP Terms.
31	33	49. Local Support:	49.3. Response Time and Meantime to Restore [MTTR] 49.3.1. 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. 49.3.2. However penalty shall be applicable as per uptime clause.	Is SLA for MTTR is 4 hours including 2 hrs response	The MTTR is excluding of Response time. However penalty shall be applicable as per uptime clause. Bidder has to comply with RFP terms.
32	33	48. Order Cancellation/Termination of Contract:	48.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.	Clause is not acceptable & to be deleted.	Bidder has to comply with RFP Terms.
33	34	50. Uptime:	50.5. If the bidder fails to maintain guaranteed uptime of 99.5%, for each location the Bank shall impose penalty as mentioned below on slab basis. Since the AMC amount shall be released quarterly in arrears, the total penalty per quarter deductible under this clause shall be restricted to 25% 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.	<u>The total penalty shall be restricted to 5% of the claimed quarterly AMC value.</u>	Bidder has to comply with RFP Terms.
34	35	54. Annual Maintenance Contract:	54.2. 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 25% of AMC order value for each order.	<u>The payment for AMC should be made half yearly in advance.</u> <u>And, total penalty will be restricted to 5% 25% of the AMC value.</u>	Bidder has to comply with RFP Terms.



Pre-Bid Queries and Replies for RFP 09/2017-18 dated 07/08/2017 for Supply, Installation, Commissioning and Maintenance of Network Devices

35	37	54. Annual Maintenance Contract:	54.18. Termination of AMC contract [if contracted]: This Agreement and the obligations of parties contained in it shall terminate upon the occurrence of the following: 54.18.5. Bank reserves the right to cancel the Annual Maintenance Contract entered with bidder and recover the expenditure incurred if any by the Bank if the uptime is less than 98% in addition to penalty.	Clause to be deleted as it is already backed by Penalty	Bidder has to comply with RFP Terms.
36	38	55. Scope Involved During Warranty and AMC Period	55.2. Any software support like update/enhancement/Router OS upgrade etc. as defined below released till the completion of warranty and during annual maintenance (if contracted) shall be supplied, installed and commissioned free of cost by the bidder. However, any such software support like update/ enhancement/upgrade shall be communicated to the Bank by the Bidder within a period of one month from the date of release. The bank reserves the right to procure the update/enhancement/ Router OS upgrade and at an extra cost, if the software is not under warranty and AMC.	No upgrade of Hardware/OS/Software. Only bugs and patches update should be considered free of cost.	Bidder has to comply with RFP Terms.
37	40	59	Intellectual property rights	1. Request to remove warranty for intellectual property rights. Bidder can only ensure and not warrant. 2. Additional penalites in case of indemnification to be removed.	Bidder has to comply with RFP Terms.
38	41	61	Indemnity	1. Request to limit all indemnification claims to third party claims. 2. Request to delete 61.1.1 since Wipro cannot provide performance related indemnification. 3. Total aggregate liability to be limited to annual contract/PO value.	Bidder has to comply with RFP Terms.



39	42	67. Confidentiality and Non-Disclosure	67.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-8. 67.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.	indemnification for confidentiality to be removed	Bidder has to comply with RFP Terms.
40	43	71	Negligence	Request deletion of this clause	Bidder has to comply with RFP Terms.
41	44	75	Corrupt & fraudulent Practices	Request to remove right to blacklist the bidder or declare the bidder ineligible	Bidder has to comply with RFP Terms.
42	46	80	Legal disputes	Arbitration as be Arbitration and Conciliation Act, 1996 to apply.	Bidder has to comply with RFP Terms.
43	51	Annexure-3 Eligibility Criteria Declaration Point No. g	Eligibility Criteria: The applicant must have established WAN connectivity for more than 500 locations across the country in single/multiple orders by supplying Routers, and by coordinating in commissioning the link during the period of 01/07/2014 to 30/06/2017 for large corporate, Government Offices and Public Sector Units, BFSI Sector in India. Out of the above orders Bidder must have established WAN connectivity for more than 150 locations across the country in a single order during the period of 01/07/2014 to 30/06/2017 for large corporate, Government Offices and Public Sector Units, BFSI Sector in India.	The applicant must have established WAN connectivity for more than 500 locations across the country in single/multiple orders by supplying Routers.	Eligibility Criteria is modified as under: "Eligibility Criteria: The Bidder must have supplied and installed minimum 400 Routers across India in single/multiple orders during the period of 01/07/2014 to 30/06/2017 for large corporate, Government Offices and Public Sector Units, BFSI Sector, Micro Finance Institution in India. Out of the above orders, Bidder must have supplied and installed minimum 150
			Documents to be submitted with RFP: Purchase Order Copies from the customers to be produced for Supply, Installation, Commissioning and Maintenance of WAN Network Devices.		Routers across India in a single order during the period of 01/07/2014 to 30/06/2017 for Large corporate, Government Offices and Public Sector Units, BFSI Sector, Micro Finance Institution in India. Documents to be submitted with RFP: Purchase Order Copies from the customers to be produced for Supply, Installation, Commissioning and Maintenance of Routers"



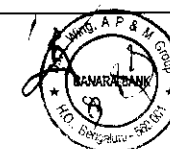
44	51	Annexure-3 Eligibility Criteria Declaration Point No. e	<p>Eligibility Criteria: The Bidder should have their own Service /Support Office in at least 15 out of 21 Circle Office locations of the Bank as mentioned in Annexure-5 of the RFP.</p> <p>Documents to be submitted with RFP: The Bidder to submit the details viz., Address, phone no., email id and contact person Name & Mobile no. etc as per ANNEXURE-5. In Case Bidder is 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 6 Locations from their nearest Service Center as per RFP terms.</p>	<p>Bidder's Query: We request you to please clarify and accept the franchise support all circle office, we will provide the undertaking of support at all locations.</p> <p>Justification for amendment request: As all bidder do not have own sales and support office at all location, we maintain the Franchise for different products lines support to serve our customer across India as per SLA</p>	<p>Eligibility Criteria is modified as under: "Eligibility Criteria: The Bidder should have their own/franchises' Service /Support Office in at least 15 out of 21 Circle Office locations of the Bank as mentioned in Annexure-5 of the RFP. Documents to be submitted with RFP: The Bidder to submit the details viz., Address, phone no., email id and contact person Name & Mobile no. etc as per ANNEXURE-5. In Case Bidder is 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 6 Locations from their nearest Service Center as per RFP terms."</p>
45	51	Annexure-3 Eligibility Criteria Declaration Point No. f	<p>Eligibility Criteria: The Bidder should have their own Service /Support Office in at least 18 out of 29 State Capitals as mentioned in Annexure-5 of the RFP.</p> <p>Documents to be submitted with RFP: The Bidder to submit the details viz., Address, phone no., email id and contact person Name & Mobile no. etc as per ANNEXURE-5. In Case Bidder is bidder is having Service /Support Office for only 18 state Capital, Bidder has to provide an undertaking that they will support remaining 11 Locations from their nearest Service Center as per RFP terms.</p>	<p>Bidder's Query: We request you to please clarify and accept the franchise support all circle office, we will provide the undertaking of support at all locations.</p> <p>Justification for amendment request: As all bidder do not have own sales and support office at all location, we maintain the Franchise for different products lines support to serve our customer across India as per SLA</p>	<p>Eligibility Criteria is modified as under: "Eligibility Criteria: The Bidder should have their own/franchises' Service /Support Office in at least 18 out of 29 State Capitals as mentioned in Annexure-5 of the RFP. Documents to be submitted with RFP: The Bidder to submit the details viz., Address, phone no., email id and contact person Name & Mobile no. etc as per ANNEXURE-5. In Case Bidder is bidder is having Service /Support Office for only 18 state Capital, Bidder has to provide an undertaking that they will support remaining 11 Locations from their nearest Service Center as per RFP terms.</p>



46	51	Annexure-3 Eligibility Criteria Declaration Point No. g	<p>Eligibility Criteria: The applicant must have established WAN connectivity for more than 500 locations across the country in single/multiple orders by supplying Routers, and by coordinating in commissioning the link during the period of 01/07/2014 to 30/06/2017 for large corporate, Government Offices and Public Sector Units, BFSI Sector in India.</p> <p>Out of the above orders Bidder must have established WAN connectivity for more than 150 locations across the country in a single order during the period of 01/07/2014 to 30/06/2017 for large corporate, Government Offices and Public Sector Units, BFSI Sector in India.</p> <p>Documents to be submitted with RFP: Purchase Order Copies from the customers to be produced for Supply, Installation, Commissioning and Maintenance of WAN Network Devices.</p>	<p>Bidder's Query: The RFP is for the Supply, Installation, Commissioning and Maintenance of Network Devices, we request you to please amend the clause of Link Commissioning as its specific to ISP's, Also request you to please amend the clause to OEM / Bidder.</p> <p>Justification for amendment request: We have supplied , implemented and Maintaining the 400 Router and 400 Switches for one of the Microfinance organization</p>	<p>Eligibility Criteria is modified as under: "Eligibility Criteria: The Bidder must have supplied and installed minimum 400 Routers across India in single/multiple orders during the period of 01/07/2014 to 30/06/2017 for large corporate, Government Offices and Public Sector Units, BFSI Sector, Micro Finance Institution in India.</p> <p>Out of the above orders, Bidder must have supplied and installed minimum 150 Routers across India in a single order during the period of 01/07/2014 to 30/06/2017 for Large corporate, Government Offices and Public Sector Units, BFSI Sector, Micro Finance Institution in India.</p> <p>Documents to be submitted with RFP: Purchase Order Copies from the customers to be produced for Supply, Installation, Commissioning and Maintenance of</p>
47	51	Annexure-3 Eligibility Criteria Declaration Point No. k	<p>Eligibility Criteria: Bidder should have 10 certified Engineers from OEM of the Proposed Routers that have been offered to Bank.</p> <p>Documents to be submitted with RFP: Engineers Details like name, qualification, certification to be submitted.</p>	<p>Bidder's Query: We request you to please amend it to certified engineer for Routing and Switching insist of from Same OEM</p> <p>Justification for amendment request: We as a system integration work with all the large OEM like Cisco, Juniper, HPE and others. Have certified engineers in all our regional and support offices. Its difficult to certified engineers for Single OEM.</p>	<p>Eligibility Criteria is modified as under: "Eligibility Criteria: Bidder should have 5 certified Engineers from OEM of the Proposed Routers that have been offered to Bank.</p> <p>Documents to be submitted with RFP: Engineers Details like name, qualification, certification to be submitted."</p>



48	52	Annexure-3 Eligibility Criteria Declaration Point No. i	<p>Eligibility Criteria: Minimum 2000 Nos. of the make & product type (Router) of the networking equipment (not necessarily the model) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Public Sector Banks in India (not necessarily by the bidder), during last 5 years from 01/07/2012 to 30/06/2017.</p> <p>Documents to be submitted with RFP: Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.</p>	<p>Suggested Change: Minimum 800 nos. of the make and product type (router) of the networking equipment (not necessarily the model) offered to Bank in this RFP should have supplied to Central government/ State government/ Public Sector Banks in India (not necessarily by the bidder) during the last 5 years from 01/07/2012 to 30/06/2017</p> <p>Justification for the change: We request you to bring down the total install of routers from 2000 nos. to 800 nos allowing us to qualify to bid for the requirement.</p>	<p>Eligibility Criteria is modified as under: "Eligibility Criteria: Minimum 500 Nos. of the make & product type (Router) of the networking equipment (not necessarily the model) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Public Sector Banks in India (not necessarily by the bidder), during last 5 years from 01/07/2012 to 30/06/2017.</p> <p>Documents to be submitted with RFP: Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed."</p>
49	52	Annexure-3 Eligibility Criteria Declaration Point No. j	<p>Eligibility Criteria: Minimum 200 Nos. of the proposed Base family/Series of Router of proposed OEM Make that have been offered to Bank in this RFP should have been supplied to Public Sector Bank Branches in India (not necessarily by the bidder), during last 3 years from 01/07/2014 to 30/06/2017.The Bidder should supply the latest version of base/family Model of Routers to the Bank.</p> <p>Documents to be submitted with RFP: Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed</p>	<p>Suggested Change: Minimum 200 Nos. of the proposed series of router of prosed OEM make that have been offered to bank in this RFP should have been supplied to Public sector bank branches in India (not necessary by the bidder) during last 3 years from 01/07/2014 to 30/06/2017. the bidder should supply the latest version of Base/family model of routers to the bank</p> <p>Justification for the change: The proposed router is a newer generation of routers and was released in 2016. We request the bank to consider Minimum 200 nos. of prosed series of router however not the same base family.</p>	Bidder has to comply with RFP Terms.
50	62	Annexure-10 <u>Technical Specifications of Network Devices</u> A. Router Technical Specification:	<p>a.General requirements: 3. The router should have a default DRAM of minimum 512 MB.</p>	<p>Suggested Change: The router should have a minimum default DRAM of 1GB</p> <p>Justification for the change: The specification asks for 512 MB of RAM. This is too little for any modern routers, Request you to ask for 1GB of RAM to ensure you get the up-to-date solution.</p>	Bidder has to comply with RFP Terms.



51	62	<p><u>Annexure-10</u> <u>Technical</u> <u>Specifications of</u> <u>Network Devices</u></p> <p>A. Router Technical Specification:</p>	<p><u>a. General requirements:</u> 4. Minimum flash memory should be at least 256 MB.</p>	<p><u>Suggested Change:</u> Minimum Flash memory should be atleast 1 GB <u>Justification for the change:</u> The specification asks for 256 MB of Flash. This is too little for any modern routers, request you to ask for 1GB of Flash to ensure you get the up-to-date solution.</p>	<p>Bidder has to comply with RFP Terms.</p>
52	63	<p><u>Annexure-10</u> <u>Technical</u> <u>Specifications of</u> <u>Network Devices</u></p> <p>A. Router Technical Specification:</p>	<p><u>a. General requirements:</u> 22. All Routers proposed in the solution should be certified under the Common Criteria Evaluation Program for at least EAL2 or above.</p>	<p><u>Suggested Change:</u> All routers proposed in the solution should be certified under the common criteria evaluation program for atleast EAL2 or common criterial NDPP(Network Device Protection Profile) program. <u>Justification for the change:</u> The specification asks for Common Criteria Evaluation for EAL2 and above. EAL is the legacy program, now Common Criteria Evaluation certified products as (NDPP) Network Device Protection Profile. Request you to please ask for Common Criteria NDPP certification or at the least allow either to be accepted.</p>	<p>Technical Specification is modified as under: "a. General requirements: 22. All Routers proposed in the solution should be certified under the Common Criteria Evaluation Program for at least EAL2 or NDPP (Network Device Protection Profile) Information Security Evaluation Program."</p>
53	64	<p><u>Annexure-10</u> <u>Technical</u> <u>Specifications of</u> <u>Network Devices</u></p> <p>A. Router Technical Specification:</p>	<p><u>b. Interfaces & Accessories:</u> 2. Router should have at least 3 routed 100/1000 Mbps interfaces (RJ-45-Based Ports) either on-board or through separate Module, for WAN and LAN Connectivity.</p>	<p>Requesting bank to change this to 2 10/100/1000 ports</p>	<p>Bidder has to comply with RFP terms.</p>



54	65	<p><u>Annexure-10</u> <u>Technical Specifications of Network Devices</u></p> <p>A. Router Technical Specification:</p>	<p><u>d. Support for IPv6 Features:</u> 4. The Device should be on the IPv6 Ready Logo Program Approved List and should have passed the IPv6 Ready Logo Program Phase II.</p>	<p><u>Suggested Change:</u> The device should be on the IPv6 Ready logo program approved list and should have passed the IPv6 Ready logo Program Phase II or USGv6 Tested Devices <u>Justification for the change:</u> The specification asks for device should be on IPv6 Ready Logo Program Approved List and should have passed IPv6 Ready Logo Program Phase II Give us an option to provide USGv6 IPv6 certification as part of USGv6 Profile and Testing Program for IPv6 Interoperability. Ask the device to be IPv6 certified under IPv6 Ready Logo Program Phase II or should be 'USGv6 Tested Devices'</p>	<p>Technical Specification is modified as under: "d. Support for IPv6 Features: 4. The Device should be on the IPv6 Ready Logo Program Approved List or USGv6 Tested Devices List. If the device is only USGv6 certified, OEM has to submit a declaration that they have already initiated the procedure for getting IPv6 Ready Logo Certificate for the proposed Router and the proposed Router is IPv6 Ready in all aspects."</p>
55	94	<p>Annexure J-Pre Contract Integrity Pact</p>	<p>5. PREVIOUS TRANSGRESSION 5.1. The BIDDER/ SELLER/ CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.</p>	<p>The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the Tender/RFP process.</p>	<p>Bidder has to comply with RFP Terms.</p>
56	91-97	<p>Annexure J</p>	<p>Pre Contract Integrity Pact</p>	<p>If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the Tender/RFP process or take action as per the separate "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" framed by the Principal.</p> <p><u>Comments</u> Request to provide the above mentioned guidelines for review or please delete the same.</p>	<p>Bidder has to comply with RFP Terms.</p>



57	91-97	Annexure J	Pre Contract Integrity Pact	If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the Tender/RFP process or take action as per the separate "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" framed by the Principal. <u>Comments</u> Request to provide the above mentioned guidelines for review.	Bidder has to comply with RFP Terms.
58	91-97	Annexure J	Pre Contract Integrity Pact	Clause 4.2 to be deleted.	Bidder has to comply with RFP Terms.
59	91-97	Annexure J	Pre Contract Integrity Pact	Request to exclude access to internal cost records or sensitive financial information.	Bidder has to comply with RFP Terms.
60	NA	NA	New Clause: Passive cabling	Please provide the ownership of UPS or RAW power provisioning (extension of power), Earthing and Rack Space or New Rack to mount the New Hardware	Bidder has to comply with RFP Terms.
61	NA	NA	New Clause: Damage of equipment caused by user	if damage is done by the negligence/ intentional damage / mishandling / theft of equipment by user and the same will be repaired/replaced at additional cost as per the cost incurred for the service, spares and transport as applicable	Bidder has to comply with RFP Terms.

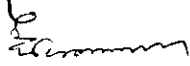


62	NA	NA	<p>Clause not present in RFP,to be included</p> <p>Limitation of Liability</p>	<p>Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative 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 Wipro for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to 25% of the annual contract value.</p>	<p>Bidder has to comply with RFP Terms.</p>
63	NA	NA	<p>Clause not present in RFP,to be included</p> <p>Risk and Title</p>	<p>Notwithstanding anything contained anywhere else in the contract, the risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer.</p>	<p>Bidder has to comply with RFP Terms.</p>
64	NA	NA	<p>Clause not present in RFP,to be included</p> <p>Saving Clause</p>	<p>Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.</p>	<p>Bidder has to comply with RFP Terms.</p>



65	NA	NA	<p>Clause not present in RFP, to be included</p> <p>Deemed Acceptance</p>	<p>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. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Customer.</p>	<p>Bidder has to comply with RFP Terms.</p>
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Date: 19/08/2017
Place: Bengaluru


 Deputy General Manager
