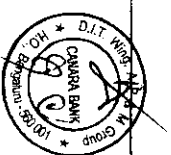


Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
1	8	<u>5. Eligibility Criteria:</u>	5.2. Interested Bidders, who can Supply, Install and Maintain Scanners for Cheque Truncation System for the Offices/Branches of the Bank and meeting the Eligibility Criteria as per Annexure-3 may respond.	We understand this requirement is for RISC based servers, request bank to amend this clause and consider the servers instead of scanners for cheque transactions systems .	RFP Clause is modified as under: "5.2. Interested Bidders, who can Supply, Install and Maintain Server and Other Items for the Offices/Branches of the Bank and meeting the Eligibility Criteria as per Annexure-3 may respond."
2	9	<u>8. Scope of Work:</u>	8.3. Prior to configuration and Integration, the bidder needs to study the existing setup at our DIT Wing, Bangalore and prepare detailed implementation plan. On approval of the same by Bank, Server Installation & Configuration to be carried out.	In order to work best pricing for Bank's requirement. This information about existing setup should be shared with bidders. Request you to share all these information with us.	Details will be shared to selected Bidder
3	9	<u>8. Scope of Work:</u>	8.5. The Bidder should attend to re-installation of Servers due to any reason like OS up gradation in Servers etc. as a part of Warranty/AMC.	Request this to be deleted, as the scope is open ended and not clear. Or please give exact details of the no of reinstallation that needs to be done to cost	Bidder has to comply with RFP Terms.
4	9	<u>8. Scope of Work:</u>	8.4. Installation of Web/Application/Database Server, Sever Management, partition creation and cluster configuration in the new servers to be procured and also with the Existing Servers available, if required.	We understand the supply, Implementation & maintenance of new server is required by Bank which bidder has to fulfill. This is related to new server only. Whether selected bidder needs to perform any addition activities in existing server? If yes, then please provide the scope/activities required for existing server configuration	RFP Clause is modified as under: "8.4 Bidder's scope is limited to create/extend/delete/modify/di/par etc for physical server/logical Servers/logical domains etc for the purpose of Installation of Web/Application/Database Server, Sever Management, partition creation and cluster configuration in the new servers to be procured."
5	9	<u>6. Participation Methodology:</u>	6.3. In the event partner/distributor/System Integrator fails in their obligations to provide the product updates (including management software updates and new product feature releases) within 30 days of release/announcement, the OEM should assume complete responsibility on behalf of the partner/distributor/System Integrator to provide the same to the bank at no additional cost to the bank and will directly install the updates, upgrades and any new product releases at the Bank's premises. To this effect Bidder should provide a dealer/distributor certificate as per Annexure-15.	Request bank to review this clause. OEM will release the product updates , new product features and all this releases needs to be validated and applied /installed based on the requirement and based on compliances by the other dependent applications /appliances/devices/software's connected with the proposed solutions. We request bank to reconsider the clause and remove the time lines of 30 days .	Bidder has to comply with RFP Terms.



Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

6	9	<u>8. Scope of Work:</u>	8.1. The activities mentioned in the scope of work is for entire project tenure and the configuration as per the technical and other specifications of the Servers & Other Items must be functional and installed from the day one.	As per this clause bank is expecting made to order servers which are preconfigured based on server sizing and configurations agreed by the bank. If this is the expectations then Bank to clearly specify the required quantities and configurations explicitly as per bank requirement prior to technical bid	Bidder has to comply with RFP Terms.
7	9	<u>8. Scope of Work:</u>	8.1. The activities mentioned in the scope of work is for entire project tenure and the configuration as per the technical and other specifications of the Servers & Other Items must be functional and installed from the day one.	Pls define the other items and provide details	Bidder has to comply with RFP Terms.
8	9	<u>8. Scope of Work:</u>	8.3. Prior to configuration and Integration, the bidder needs to study the existing setup at our DIT Wing, Bangalore and prepare detailed implementation plan. On approval of the same by Bank, Server Installation & Configuration to be carried out.	We request bank to provide current site details along with the configurations. Define and Specify the required integration scope of work, Define and specify the required installation and configuration scope of work. Based on the above details skills and effort estimations are made to carry out the installation and integration related activities	Details will be shared to selected Bidder



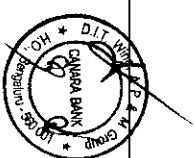
Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

9	9	<u>8. Scope of Work:</u>	8.4. Installation of Web/Application/Database Server, Sever Management, partition creation and cluster configuration in the new servers to be procured and also with the Existing Servers available, if required.	1) Pls clarify on the installation scope of work for web/application/database server ? 2) Is this installation is limited to create virtual servers for web/application/database servers based on the inputs provided by the bank in terms of require number of cpu cores, memory , storage space , network configurations, etc 3) Is Bank expecting bidder to carry out the installation of web application softwares ? 4) Is bank expecting bidder to carry out the installation of database software ? 5) If requirement to carry out installation of software related to web applications and database , then we require detailed scope of work for both web applications , database servers , along with web application names , configurations , database software name and detailed installation and configuration scope of work in writing .	<u>RFP Clause is modified as under:</u> "8.4 Bidder's scope is limited to create/extend/delete/modify/dlpar etc for physical server/logical Servers/logical domains etc for the purpose of Installation of Web/Application/Database Server, Sever Management, partition creation and cluster configuration in the new servers to be procured."
10	9	<u>8. Scope of Work:</u>	8.4. Installation of Web/Application/Database Server, Sever Management, partition creation and cluster configuration in the new servers to be procured and also with the Existing Servers available, if required.	What is the installation scope of work with the existing servers ? Pls elaborate the requirement and share us the details of the existing servers on the activities to be performed along with the new server installations ?	<u>RFP Clause is modified as under:</u> "8.4 Bidder's scope is limited to create/extend/delete/modify/dlpar etc for physical server/logical Servers/logical domains etc for the purpose of Installation of Web/Application/Database Server, Sever Management, partition creation and cluster configuration in the new servers to be procured."
11	9	<u>8. Scope of Work:</u>	8.5. The Bidder should attend to re-installation of Servers due to any reason like OS up gradation in Servers etc. as a part of Warranty/AMC. 8.6. The Bidder has to do code/firmware upgrade in Servers as and when required by the Bank during the Warranty and AMC period.	Bank to agree and provide required downtime which will be shared based on the assessment made at that point in time of requirements . SLA need to be null and void during this planned activity .	Bidder has to comply with RFP Terms.



Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

12	9	<u>7. Requirement Details</u>	7.3. 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.	7.3. The Bank reserves the right to increase or decrease the above quantum of purchase by 25% +/- 10% at the same rate arrived and on the same Terms and Conditions of this Tender. All the Hardware / Software ordered should have comprehensive onsite warranty of One year and support for further 5 years. Vendor agrees to provide the increased quantity at the same terms and conditions. However additional prices shall be charged for the goods supplied over the contracted quantity.	Bidder has to comply with RFP Terms.
13	10	<u>8. Scope of Work:</u>	8.18. The bidder has to configure OS backup.	Backup infra should be available with the bank. Please let us know who is the application hardware vendor.	Details will be shared to selected Bidder.
14	10	<u>8. Scope of Work:</u>	8.15. The selected bidder has to work with different application/hardware vendor in order to integrate new solution to the existing workload or new workloads during contract tenure. 8.20. During installation if the bank requires any new Software/OS/Utility, vendor has to install without any cost where the licenses of the software are with the Bank.	The scope here is very open. Request bank to remove these clauses, or specify the exact scope so that it can be costed	Bidder has to comply with RFP Terms.
15	10	<u>8. Scope of Work:</u>	8.11. The bidder is required to perform Oracle Database Enterprise edition installation and configuration as per Bank requirement and details will be provided to selected bidder. 8.12. The bidder has to do the migration of database from existing DB Server to proposed servers and details will be provided to selected bidder.	As per our understanding, existing database will be moved as-is to the new server. Pls confirm	Selected bidder has to migrate the existing database from existing version of Oracle DBE and OS to proposed hardware with latest and stable OS with latest Oracle DBE version. Accordingly bidder has to comply with RFP terms.
16	10	<u>8. Scope of Work:</u>	8.15. The selected bidder has to work with different application/hardware vendor in order to integrate new solution to the existing workload or new workloads during contract tenure. 8.20. During installation if the bank requires any new Software/OS/Utility, vendor has to install without any cost where the licenses of the software are with the Bank.	The scope here is very open. Request bank to remove these clauses, or specify the exact scope so that it can be costed	Bidder has to comply with RFP Terms.



Pre-Bid Queries and Replies for RFP 13/2017-18 dated 3/1/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

17	10	<u>8. Scope of Work:</u>	8.11. The bidder is required to perform Oracle Database Enterprise edition installation and configuration as per Bank requirement and details will be provided to selected bidder. 8.12. The bidder has to do the migration of database from existing DB Server to proposed servers and details will be provided to selected bidder.	As per our understanding, existing database will be moved as-is to the new server. Pls confirm	Selected bidder has to migrate the existing database from existing version of Oracle DBE and OS to proposed hardware with latest and stable OS with latest Oracle DBE version. Accordingly bidder has to comply with RFP terms.
18	10	<u>8. Scope of Work:</u>	8.2. The Bidder must provide published SPECint_rate2006 for the offered hardware.	Request this to be deleted, as the scope is open ended and not clear. Or please give exact details of the no of reinstallation that needs to be done to cost	Bidder has to comply with RFP Terms.
19	10	<u>8. Scope of Work:</u>	8.25. Bidder has to install /re-install the operating system (if required), other software in the servers and support the same during warranty and AMC period without any extra cost to the Bank.	Request this to be deleted, as the scope is open ended and not clear. Or please give exact details of the no of reinstallation that needs to be done to cost exactly.	Bidder has to comply with RFP Terms.
20	10	<u>8. Scope of Work:</u>	8.26. Bidder has to do Clustering/re-clustering (if required), without any extra cost to the Bank.	Request this to be deleted, as the scope is open ended and not clear. Or please give exact details of the no of reinstallation that needs to be done to cost	Bidder has to comply with RFP Terms.
21	10	<u>8. Scope of Work:</u>	8.34. Bidder is responsible if any new firmware or code/update/upgrade should be informed to the bank within seven days (7 days) of the release and provide the upgrade solution (software) within one month (1 month) of such releases without any cost to the bank during the period of contract.	Request this to be kept out of scope, as it is practically not possible. Secondly version Upgrades is different scope will involve additional costing	Bidder has to comply with RFP Terms.
22	10	<u>8. Scope of Work:</u>	8.15. The selected bidder has to work with different application/hardware vendor in order to integrate new solution to the existing workload or new workloads during contract tenure. 8.20. During installation if the bank requires any new Software/OS/Utility, vendor has to install without any cost where the licenses of the software are with the Bank.	The scope here is very open. Request bank to remove these clauses, or specify the exact scope so that it can be costed	Bidder has to comply with RFP Terms.



Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

23	10	8. Scope of Work:	8.11. The bidder is required to perform Oracle Database Enterprise edition installation and configuration as per Bank requirement and details will be provided to selected bidder. 8.12. The bidder has to do the migration of database from existing DB Server to proposed servers and details will be provided to selected bidder.	As per our understanding, existing database will be moved as-is to the new server. Pls confirm	Selected bidder has to migrate the existing database from existing version of Oracle DBE and OS to proposed hardware with latest and stable OS with latest Oracle DBE version. Accordingly bidder has to comply with RFP terms.
24	10	8. Scope of Work:	8.7. The bidder has to install the new servers and servers are required to connect with Existing SAN (IBM & HP SAN Switches) & LAN Switch (CISCO Nexus 7010/7009) supplied by existing vendor used by Bank.	We understand that bidder needs to leverage the existing SAN & LAN for these new server connectivity. Can we assume that the cabling part will be taken care by bank/existing vendor who is support existing LAN/SAN	All SAN & LAN Cables are to be provided by selected Bidder and cabling & dressing also to be provided by selected bidder.
25	10	8. Scope of Work:	8.9. The bidder has to work with existing vendor for the OS Installation and administration and need to configuration as desired.	Does it mean that the existing vendor will do the OS implementation & Configuration or Selected bidder needs to do it with existing vendor concurrence	Selected bidder has to work with existing vendor to get the requirement and prerequisites for the installation.
26	10	8. Scope of Work:	8.11. The bidder is required to perform Oracle Database Enterprise edition installation and configuration as per Bank requirement and details will be provided to selected bidder.	Whether Canara Bank will provide the Database licenses or selected bidder needs to provide the requisite DB licenses. If bidder needs to provide the DB licenses then details has to be shared to bidder to factor the license cost	Selected bidder has to migrate the existing database from existing version of Oracle DBE and OS to proposed hardware with latest and stable OS with latest Oracle DBE version. Accordingly bidder has to comply with RFP terms.
27	10	8. Scope of Work:	8.7. The bidder has to install the new servers and servers are required to connect with Existing SAN (IBM & HP SAN Switches) & LAN Switch (CISCO Nexus 7010/7009) supplied by existing vendor used by Bank.	Provide existing SAN devices details with SAN Switch OEM Name and model number, current running software /firmware versions, port details, number of working and active ports available to connect the new servers. Provide us the LAN Switch OS version details, port type and number of working and active ports available to connect the new servers. Will bank provide the required FC cables and LAN cables for connecting SAN and LAN switches. If bidder need provide the FC cables and ethernet cables then bank need to specify the FC Cable type, length of the cables and quantities and same detailed need to be provided for ethernet cables	Details will be shared to selected Bidder.



Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

28	10	8. Scope of Work:	8.8. The bidder has to work with existing vendor for the SAN Cable lay, connectivity and zoning of the SAN ports as required connecting the proposed server.	<p>1)Will existing SAN vendor provide services for laying additional / new cables from server to SAN switch ?</p> <p>2)Will the existing SAN vendor will carry out the required zoning configurations on the SAN Switches based on the inputs Provided by the bidder for servers without any additional charges to the bidder or to the bank.</p> <p>3)If Existing SAN vendor demands this as an additional scope of work then bank need to pay for the same to the existing SAN end or .</p> <p>4)If bidder to carry out the SAN switch configurations then existing SAN vendor need to own up the responsibilities and SLA of the other connected devices including devices in zones , DR site .</p> <p>5)Bank need to provide required down time in case a reboot /shutdown of SAN switch or connected devices while configuring the new servers to the SAN</p> <p>6)Bank to ensure SAN switches are updated with required level of firmware updates if required during server installations and configuration to establish SAN Connectivity and for Zoning configurations</p> <p>Will Bank ensure that existing vendor will provide and extend there services to the bidder without any additional cost to the bidder ?</p> <p>In case bidder finds that existing vendor is not providing the required support and the installation project gets delayed due to various reasons will bank intervene and ensure that existing vendor provides require services and information's and extend the installation time lines without levying penalties due to delays in the installation time lines?</p>	All SAN & LAN Cables are to be provided by selected Bidder and cabling & dressing also to be provided by selected bidder.
29	10	8. Scope of Work:	8.9. The bidder has to work with existing vendor for the OS Installation and administration and need to configuration as desired.		Selected bidder has to work with existing vendor to get the requirement and prerequisites for the installation.



Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

30	10	<u>8. Scope of Work:</u>	8.10. The bidder has to use/map storage from existing Storage volumes of IBM SVC DH8 & HP 8000 Series storage used in Bank.	1) Request bank to provide available storage volumes on the IBM SVC DH8 and HP 8000 series storages? 2) Where are these storages are located ? 3) Will the storage vendor create the required LUN/Volumes to map ?	Details will be shared to selected Bidder.
31	10	<u>8. Scope of Work:</u>	8.11. The bidder is required to perform Oracle Database Enterprise edition installation and configuration as per Bank requirement and details will be provided to selected bidder.	We require installation scope of work details in order to estimate the required skill expertise level , durations to carry out the activity . Detailed scope of work . Oracle Ent edition version details ,etc prior to technical bid submission . If the details cannot be provided prior to the bid submission , then we request bank to remove this clause and take separate services quote from the selected bidder for hardware supply .	Selected bidder has to migrate the existing database from existing version of Oracle DBE and OS to proposed hardware with latest and stable OS with latest Oracle DBE version. Accordingly bidder has to comply with RFP terms.
32	10	<u>8. Scope of Work:</u>	8.12. The bidder has to do the migration of database from existing DB Server to proposed servers and details will be provided to selected bidder.	We request bank to amend and remove this clause and ask for separate services quotation to carry out the migration services with the selected hardware bidder . Else we request bank to provide detailed scope of work for db. migration and details about the existing db. servers in order to estimate the require skill levels and durations to carry out the migration activities .	Bidder has to comply with RFP Terms.
33	10	<u>8. Scope of Work:</u>	8.13. The Bidder has to create partitions for Oracle database server with OS cluster.	Request bank to provide details of number of partitions to be created for database server and OS cluster details along with number of clusters/ cluster nodes etc..	Bidder has to comply with RFP Terms.
34	10	<u>8. Scope of Work:</u>	8.14. Bidder has to ensure Installations/Migration with provision of high availability using cluster configurations for application/Database/Web services, multipathing to SAN switches for LUN availability.	We request bank to provide detailed scope of work for installation and migration services based on which the server hardware configurations need to sized to meet the banks requirement for High availability . We also require clarity on the high availability requirement , what is considered as high availability and what is the percentage of high availability requirement ? based on this inputs bank need to redefine the hardware and software requirements in this RFP	Bidder has to ensure installations/migration with provision of high availability using cluster configurations for application/Database/Web services, multipathing to SAN switches for LUN availability for proposed solution.



Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

35	10	<u>8. Scope of Work:</u>	8.15. The selected bidder has to work with different application/hardware vendor in order to integrate new solution to the existing workload or new workloads during contract tenure.	Bank to define cleared scope of work for the bidder and application , hardware vendor . Who are all the application vendor , provide the application details , Who are all the hardware vendors provide the hardware details . We request bank to clearly define the roles and responsibilities of the bidder while working with the different applications /hardware vendors or teams. Define scope of work , applicable SLA . Without any agreements on the scope of work , SLAs how will bank ensure that other application /hardware vendor will, extend their services to the bidder during contract tenure (warranty and AMC period) . Will bank pay for the services rendered by the other applications /hardware vendor if they come up stating its out of scope and out of contract with them ?	Bidder has to comply with RFP Terms.
36	10	<u>8. Scope of Work:</u>	8.16. The selected bidder has to work with different teams of Bank & application OEM to understand the backup requirement and configurations of respective applications.	With which all teams of Bank bidder has to work ? What is the scope of work and SLA . Provide application OEM details to work with to understand the backup requirements and configurations of respective applications. Elaborate the backup requirements in detail .	Details will be shared to selected Bidder.
37	10	<u>8. Scope of Work:</u>	8.17. The bidder has to configure the existing backup infrastructure agents in the proposed server for database backup if required.	Pls provide existing backup infrastructure details	Details will be shared to selected Bidder.
38	10	<u>8. Scope of Work:</u>	8.19. Hardware and Software installation and configuration for the entire set up to be handled by the qualified/experienced personnel only.	As the requirement for installation and migration services are of complex in nature , we request bank to amend this clause and define as below Bidder must engage OEM professional team/services onsite to implement the whole project as per the RFP requirements related to installations , configurations and migration services.	Bidder has to comply with RFP Terms.



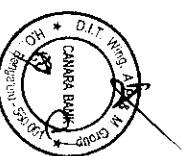
Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

39	10	<u>8. Scope of Work:</u>	8.20. During installation if the bank requires any new Software/OS/Utility, vendor has to install without any cost where the licenses of the software are with the Bank.	Request bank to be specific about their requirement and define software/OS /Utility names in order to verify whether the same can be carried out on the proposed servers , and whether the installation activates can be performed by the hardware vendor themselves or will it requires expertise from the other application OEMs etc.	Bidder has to comply with RFP Terms.
40	10	<u>8. Scope of Work:</u>	8.21. All necessary cables and other accessories required for successful installation of the hardware items as per the Scope of Work to be supplied by the Bidder and the cost of the same to be added along with the respective Hardware items while quoting.	Any statement being generic we request bank to remove this clause and be specific about the requirements. bidder will supply the default cables with standard cable lengths which will be maximum of 5 Mts . Bank need to specify the cable type and lengths to meet the connectivity requirements else bank need to procure the additional cables with the required cable length if its not defined and disclosed prior to technical bid submissions.	Bidder has to comply with RFP Terms.
41	10	<u>8. Scope of Work:</u>	8.21. All necessary cables and other accessories required for successful installation of the hardware items as per the Scope of Work to be supplied by the Bidder and the cost of the same to be added along with the respective Hardware items while quoting.	Will bank provide required server rack space , server racks, power distribution points with ups power , electrical power points in the rack to install the servers along with the cable managers , air cooling facilities etc..	Bidder has to comply with RFP Terms.
42	10	<u>8. Scope of Work:</u>	8.22. The Bidder should setup the partition as required by the Bank. The details of the setup will be provided during the setup to the successful bidder.	Our understanding on the partitions is logical partitions to be created in the servers thru operating system/hypervisor . Confirm our understanding	Bidder has to comply with RFP Terms.
43	10	<u>8. Scope of Work:</u>	8.23. All patch update, firmware update and patch management to be taken care and setup with confirmation as required.	Patch updates and firmware update and patch management will be carried out with the default available features in the server. If the same has to be carried by 3rd party patch management software's , then bank will provide the complied and compatible patch management software's , installed and configured to carry out the regular software updates. Confirm our understanding.	Bidder has to comply with RFP Terms.



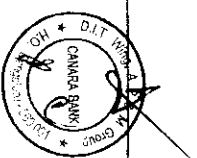
Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

44	10	<u>8. Scope of Work:</u>	8.25. Bidder has to install /re-install the operating system (if required), other software in the servers and support the same during warranty and AMC period without any extra cost to the Bank.	We request bank to remove the term other software in this clause . Without knowing the other software details we cannot carry out installation , assure support for the servers . Bank has to be clear on the " other terms" and should consult the bidder about the software which bank intends to install on the server.	Bidder has to comply with RFP Terms.
45	10	<u>8. Scope of Work:</u>	8.15. The selected bidder has to work with different application/hardware vendor in order to integrate new solution to the existing workload or new workloads during contract tenure. 8.20. During installation if the bank requires any new Software/OS/Utility, vendor has to install without any cost where the licenses of the software are with the Bank.	The scope here is very open. Request bank to remove these clauses, or specify the exact scope so that it can be costed	Bidder has to comply with RFP Terms.
46	10	<u>8. Scope of Work:</u>	8.11. The bidder is required to perform Oracle Database Enterprise edition installation and configuration as per Bank requirement and details will be provided to selected bidder. 8.12. The bidder has to do the migration of database from existing DB Server to proposed servers and details will be provided to selected bidder.	As per our understanding, existing database will be moved as-is to the new server. Pls confirm	Selected bidder has to migrate the existing database from existing version of Oracle DBE and OS to proposed hardware with latest and stable OS with latest Oracle DBE version. Accordingly bidder has to comply with RFP terms.



Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

47	11	<u>8. Scope of Work:</u>	8.34. Bidder is responsible if any new firmware or code/update/upgrade should be informed to the bank within seven days (7 days) of the release and provide the upgrade solution (software) within one month (1 month) of such releases without any cost to the bank during the period of contract.	Request bank to amend the clause as below Bidder is responsible if any new firmware or code /update/upgrade should be informed to the bank within fifteen days (15 days) of the release and provide the upgrade solution(software) if bank is entitled for as per the support agreements with the OEM made for warranty and AMC period . Bank will raise change request after getting the confirmation to carry out the update/firmware from all the dependent vendors related to applications, database, web applications etc. Upon raising change request , bidder has to test the patch/firmware update based on the release notes provided by the OEM on the test environment where ever its possible before carrying out onto the production environment and this testing activity should be completed within 6 months and should be carried out during agreed downtimes schedule . Software upgrades which are provided by the OEM as part deliverables under warranty and AMC support agreement with the bank are to be carried out in consultation with the bank and with other dependent vendors . Change request has to be raised and to be completed as per the agreed time lines in the change request .	Bidder has to comply with RFP Terms.
48	11	<u>8. Scope of Work:</u>	8.35. Bank will not provide any remote session like Team Viewer, WebEx etc for any kind of installation, bug fixing, update and upgrade in entire project tenure.	We request bank to reconsider their clause and remove. There are instances and requirement where in OEM need to get connected to for issue analysis from the global support team during the 24 hour support time line.	Bidder has to comply with RFP Terms.
49	11	<u>8. Scope of Work:</u>	8.40. The bidder has to provide Server Hardening	The server and associated operating system comes with default security features , bank to clarify and specify if any other hardening software need to be provided.	Details will be shared to selected Bidder.
50	11	<u>8. Scope of Work:</u>	8.41. 24*7 Onsite support	Is this requirement to provide onsite resident engineer support at DIT Bangalore on 24x7 basis . Pls define skill levels and years of relevant experiences of the resident engineers who will be onsite at bank's premises (DIT)	Bidder has to comply with RFP Terms.



Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

51	11	<u>8. Scope of Work:</u>	8.42. The proposed server should able to: 8.42.1. Integration with Event & Syslog Management 8.42.2. Integration with SIEM Solution 8.42.3. Integration with Event correlation engine tools 8.42.4. Integration with In-house Auto ticketing tool 8.42.5. Integration with market available auto ticketing tool 8.42.6. Integration with any ITSM tool 8.42.7. Integration with configuration management tool.	Bank to clearly specify type of integration required from the server side , and should mention the name and versions of the 1) Event and syslog management 2) SIEM solution 3) Event correlation engineer tools 4) In hours auto ticketing tools 5) market available auto ticketing tool 6) any ITSM tool 7) configuration management tool. without knowing the tool information and integration scope of work and integration level it will be difficult and possible to accept this clause . Request bank remove this clause and provide the details to validate the compatibility and integration possibilities thru the propose server hardware.	Details will be shared to selected Bidder.
52	15	<u>13. Preparation of Bids:</u> <u>13.4. Part C- Commercial Bid (Indicative):</u>	13.4.7. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.	Taxation rates and rules prevailing in the current financial year 2017-2018 is considered and will be quoted in the commercials bid. As this rfp has component of AMC for 3 years post warranty period the current GST rates 18% is factored , if any changes in the taxation rates in future then bank need to accept the taxation as applicable during AMC period i.e 4th, 5th and 6th year . We request bank to accept and confirm on this.	Bidder has to comply with RFP Terms.
53	16	<u>16. Make and Models:</u>	It is mandatory to provide make & model of all the items and their subcomponents as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required information by just brand name is not enough. Bidder should not quote hardware which is already End of Sale. Bidder also should not quote hardware which are impending End of Sale in 2 years from the Date of Submission of Bid.	All hardware quoted will be current / latest models which are not end of sale. Support for the hardware will be provided as per the requirements of the tender. Hence request bank to delete this clause as, until " End of sale" is declared we are unable give any confirmation for even the latest released product	Bidder has to comply with RFP Terms.



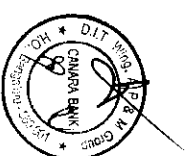
Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

54	16	<u>16. Make and Models:</u>	It is mandatory to provide make & model of all the items and their subcomponents as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required information by just brand name is not enough. Bidder should not quote hardware which is already End of Sale. Bidder also should not quote hardware which are impending End of Sale in 2 years from the Date of Submission of Bid.	All hardware quoted will be current / latest models which are not end of sale. Support for the hardware will be provided as per the requirements of the tender. Hence request bank to delete this clause as, untill " End of sale" is declared we are unable give any confirmation for even the latest released product	Bidder has to comply with RFP Terms.
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56	16	<u>16. Make and Models:</u>	It is mandatory to provide make & model of all the items and their subcomponents as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required information by just brand name is not enough. Bidder should not quote hardware which is already End of Sale. Bidder also should not quote hardware which are impending End of Sale in 2 years from the Date of Submission of Bid.	All hardware quoted will be current / latest models which are not end of sale. Support for the hardware will be provided as per the requirements of the tender. Hence request bank to delete this clause as, untill " End of sale" is declared we are unable give any confirmation for even the latest released product	Bidder has to comply with RFP Terms.



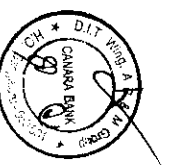
Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

57	17	<u>17. Software Version</u>	The bidder should ensure usage of latest licensed software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote Software which is already End of Sale. Bidder also should not quote Software which are impending End of Sale in 2 years from the date of Submission of Bid.	All software quoted will be the latest/ not end of sale. Support for the software will be provided as per the requirements in the tender. Hence request bank to delete this clause. Hence request bank to delete this clause as, untill " End of sale" is declared we are unable give any confirmation for even the latest released product.	Bidder has to comply with RFP Terms.
58	17	<u>17. Software Version</u>	The bidder should ensure usage of latest licensed software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote Software which is already End of Sale. Bidder also should not quote Software which are impending End of Sale in 2 years from the date of Submission of Bid.	All software quoted will be the latest/ not end of sale. Support for the software will be provided as per the requirements in the tender. Hence request bank to delete this clause. Hence request bank to delete this clause as, untill " End of sale" is declared we are unable give any confirmation for even the latest released product.	Bidder has to comply with RFP Terms.
59	17	<u>17. Software Version</u>	The bidder should ensure usage of latest licensed software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote Software which is already End of Sale. Bidder also should not quote Software which are impending End of Sale in 2 years from the date of Submission of Bid.	All software quoted will be the latest/ not end of sale. Support for the software will be provided as per the requirements in the tender. Hence request bank to delete this clause. Hence request bank to delete this clause as, untill " End of sale" is declared we are unable give any confirmation for even the latest released product.	Bidder has to comply with RFP Terms.



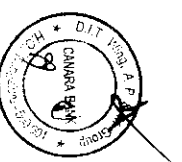
Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

60	17	21. Assumptions/Presumptions/Modifications:	The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc in the bidder's response to this RFP document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.	Bank need to provide and clarify all the require technical and other supporting information , acceptance which are required to carry out the installation, migration and continuous support during the warranty and amc period. If the details are not provided as part of the corrigendum , addendum then bank need to accept the assumptions/presumptions/modifications if any factored and made while preparing the bids . Kindly confirm on this.	Bidder has to comply with RFP Terms.
61	17	17. Software Version	The bidder should ensure usage of latest licensed software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote Software which is already End of Sale. Bidder also should not quote Software which are impending End of Sale in 2 years from the date of Submission of Bid.	All software quoted will be the latest/ not end of sale. Support for the software will be provided as per the requirements in the tender. Hence request bank to delete this clause. Hence request bank to delete this clause as, until " End of sale" is declared we are unable give any confirmation for even the latest released product.	Bidder has to comply with RFP Terms.
62	20	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.	We request bank to amend this clause to carry out the POC on the delivered materials at the bank's installation site.	Bidder has to comply with RFP Terms.



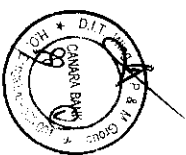
Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

63	20	34. Project Ownership:	34.3. The Bidder also has to submit a certificate/letter from OEM that the proposed Hardware, OS, any other related software and the solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles.	We request amendment to this clause to include additional terms to the current clause. The bidder also has to submit a certificate /letter from OEM that the proposed hardware , OS any other related software and the solution offered by the bidder to the bank are correct , viable , technically feasible for implementation and the solution will work without any hassles. Bidder to have back to back support agreement with the OEM for the proposed solution during warranty and AMC period . Implementation and migration services are carried out by engaging OEM and bidder to own the project management and ensure services are delivered as per the rfp terms for installations and migration services.	Bidder has to comply with RFP Terms.
64	25	40. Security Deposit / Performance Bank Guarantee:	40.4. Security Deposit/Performance Bank Guarantee should be valid for Five years from the date of last installation and shall be retained till the completion of warranty period. The guarantee should also contain a claim period of Three months from the last date of validity.	Request bank to split the period of PBG into two. Initially for 3 yrs & then renew the same for further 2 years. This is because most the banks now do not give BG for such a long period.	Bidder has to comply with RFP Terms.
65	25	40. Security Deposit / Performance Bank Guarantee: 47. Penalties/Liquidated Damages:	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. 47.1.3. However, the total Penalty/LD to be recovered under above clauses 47.1.1, and 47.1.2 shall be restricted to 10%(Plus GST) of the total value of the order.	Penalty: Aggregate of all penalties under the contract are requested to be capped at 10% of TCV. Further, it is requested that these penalties shall be imposed as as sole remedy for reasons solely attributable to the bidder.	Bidder has to comply with RFP Terms.



Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

66	25	<u>38. Effective Date:</u>	38. 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.	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.	Bidder has to comply with RFP Terms.
67	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.	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.	Bidder has to comply with RFP Terms.
68	26	41. Execution of Agreement.	41.1. 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.	We request that the entire agreement between the parties, include the RFP, the corrigendum issued there under read along with the bidder's proposal.	Bidder has to comply with RFP Terms.
69	26	42. Delivery, Installation, Integration and Commissioning:	42.3. The successful bidder should ensure installation, configuration, Integration and commissioning of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the bank branch/office within 2 weeks from the date of delivery of all the materials for each ordered locations.	Requesting this to be kept at 2weeks to 6weeks, as installation timelines depends on type of solution being proposed.	RFP Clause is modified as under: "42.3. The successful bidder should ensure installation, configuration, Integration and commissioning of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the bank branch/office within 4 weeks from the date of delivery of all the materials for each ordered locations. "



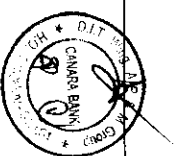
Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

70	26	42. Delivery, Integration and Commissioning:	42.2. Delivery of all Servers and Other Items should be within 5 weeks from the date of acceptance of the Purchase Order for non-road permit locations. The Delivery period for Road Permit locations will be 6 Weeks. Please note that no extra charges will be paid for those locations where road permit is required. Vendor has to arrange for road permit 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. 42.3. The successful bidder should ensure installation, configuration, integration and commissioning of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the bank branch/office within 2 weeks from the date of delivery of all the materials for each ordered locations.	We request Canara Bank to amend this clause to "Delivery of all Servers and other items within 7 weeks from the date of acceptance of the purchase order for non-road permit locations and 8 weeks for road permit locations. The successful bidder should ensure installation, configuration, integration and commissioning of the delivered hardware and software and complete all the works specified in the scope of work at the bank branch/office within 4 weeks from the date of delivery of all the materials for each ordered locations."	Bidder has to comply with RFP Terms.
71	26	42. Delivery, Integration and Commissioning:	42.2. Delivery of all Servers and Other Items should be within 5 weeks from the date of acceptance of the Purchase Order for non-road permit locations. The Delivery period for Road Permit locations will be 6 Weeks. Please note that no extra charges will be paid for those locations where road permit is required. Vendor has to arrange for road permit 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.	We request bank to amend the delivery time line from 5 weeks to 8 weeks from the date of acceptance of the purchase order.	Bidder has to comply with RFP Terms.
72	26	42. Delivery, Integration and Commissioning:	42.3. The successful bidder should ensure installation, configuration, integration and commissioning of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the bank branch/office within 2 weeks from the date of delivery of all the materials for each ordered locations.	We request bank to amend the time line for installation, configurations and commissioning to be 3 weeks from the date of delivery to the locations. Other services such as migration to be completed within 3 weeks from the date of completion installation and configuration.	RFP Clause is modified as under: "42.3. The successful bidder should ensure installation, configuration, integration and commissioning of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the bank branch/office within 4 weeks from the date of delivery of all the materials for each ordered locations. "



Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

73	26	<u>42. Delivery, Installation, Integration and Commissioning:</u>	42.2. Delivery of all Servers and Other Items should be within 5 weeks from the date of acceptance of the Purchase Order for non-road permit locations. The Delivery period for Road Permit locations will be 6 Weeks. Please note that no extra charges will be paid for those locations where road permit is required. Vendor has to arrange for road permit 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.	Request Bank to kindly change delivery period to 7 weeks from the date of acceptance of Purchase order.	Bidder has to comply with RFP Terms.
74	26	<u>42. Delivery, Installation, Integration and Commissioning:</u>	42.3. The successful bidder should ensure installation, configuration, integration and commissioning of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the bank branch/office within 2 weeks from the date of delivery of all the materials for each ordered locations.	Request bank to change the installation period to 3 weeks from the date of delivery.	RFP Clause is modified as under: "42.3. The successful bidder should ensure installation, configuration, integration and commissioning of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the bank branch/office within 4 weeks from the date of delivery of all the materials for each ordered locations. "
75	28	<u>46</u>	Uptime:	Please clarify its applicability during failovers. Also clarify on applicability on instances of Applications being down	Bidder has to comply with RFP Terms.
76	28	<u>46. Uptime:</u>	46.1. The bidder shall guarantee a 24x7 availability with monthly uptime of 99.90% for the solution as specified in Annexure-10, during the period of the Contract and also during AMC, if contracted, which shall be calculated on monthly basis.	Can we place onsite support engineers at bank premises on 24x7 basis ? Will bank provide required seating space , laptop, network connectivity to the servers, internet access and access to the OEM portals for trouble ticket etc .	Bidder has to comply with RFP Terms.
77	28	<u>46. Uptime:</u>	46.1. The bidder shall guarantee a 24x7 availability with monthly uptime of 99.90% for the solution as specified in Annexure-10, during the period of the Contract and also during AMC, if contracted, which shall be calculated on monthly basis.	Is it acceptable to the bank if system /applications are made available on 24x7 basis , even though there could have been a failure of redundant component or failure of node, virtual server which are part of high availability configurations ?	Bidder has to comply with RFP Terms.
78	28	<u>47. Penalties/Liquidated Damages:</u>	47.2. Penalties/Liquidated damages for not maintaining uptime :	Request Bank to change the penalty clause restricted to 5% of the total order value for Delivery/LD and 5% of the total order value for Uptime SLA. Request Bank to keep the over all penalty restricted to 10% of the total order value including the PBG penalty.	Bidder has to comply with RFP Terms.



Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

79	28	<u>47. Penalties/Liquidated Damages:</u>	47.1. Penalties/Liquidated damages for delay in Delivery and Installation of Software would be as under. 47.1.1. Non-compliance of the Supply/delivery clause (42.2) 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. 47.1.2. Non-compliance of the Installation, configuration and implementation as per clause (42.3) will result in the Bank imposing penalty of 0.50% (Plus GST) on delay on installation per week or part thereof, on the invoice value location/office address wise. 47.1.3. However, the total Penalty/LD to be recovered under above clauses 47.1.1, and 47.1.2 shall be restricted to 10%(Plus GST) of the total value of the order.	47.1.1 Non Compliance of the supply /delivery clause will result in the Bank imposing penalty of 0.5%(Plus-GST) on delay in delivery per week or part thereof, on the invoice value location/office address wise for the undelivered component. 47.1.2 Non Compliance of the installation Configuration and implementation will result in the Bank imposing penalty of 0.5%(Plus-GST) on delay on installation per week or part thereof. on the invoice value location/office address wise for the delayed component. 47.1.3 However the penalty/LD to be recovered under above clauses 47.1.1 & 47.1.2 shall be restricted to 10%-3% (plus-GST) of the Order value. 47.2.2 The maximum penalty levied shall not be more than 3% the 50% (plus-GST) of AMC amount payable for one year	Bidder has to comply with RFP Terms.
80	29	<u>47. Penalties/Liquidated Damages:</u>	47.2. Penalties/Liquidated damages for not maintaining uptime : 47.2.2. The maximum penalty levied shall not be more than the 50%(Plus GST) of AMC amount payable for oneYear.	Requesting LD to be capped to 10% of AMC value payable that year.	Bidder has to comply with RFP Terms.
81	29	<u>47. Penalties/Liquidated Damages:</u>	47.2. Penalties/Liquidated damages for not maintaining uptime : 47.2.2. The maximum penalty levied shall not be more than the 50%(Plus GST) of AMC amount payable for oneYear.	We request bank to amend this clause and cap the maximum penalty to be not more than the 10% (plus GST) of AMC amount payable for one year	Bidder has to comply with RFP Terms.



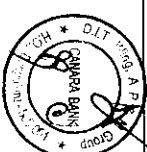
Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

82	29	<p><u>47. Penalties/Liquidated Damages:</u></p>	<p>47.2. Penalties/Liquidated damages for not maintaining uptime :</p> <ol style="list-style-type: none"> 1. 99.90% to 100% No Penalty would be deducted 2. 98.90% to < 99.90% 0.10%(Plus GST) on total order value for every hour or part thereof. 3. 97.90% to 98.90% 0.20%(Plus GST) on total order value for every hour or part thereof. 4. 96.90% to 97.90% 0.30%(Plus GST) on total order value for every hour or part thereof. 5. 95.00% to 96.90% 0.50% (Plus GST) on total order value for every hour or part thereof. 6. <95.00% 1.00%(Plus GST) on total order value for every hour or part thereof. 	<p>What is the penalty terms during warranty period . We request bank to cap the penalty during 3 years warranty period to be capped to maximum of 10% of the order value under warranty period</p>	<p>Bidder has to comply with RFP Terms.</p>
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Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

83	29	<u>47. Penalties/Liquidated Damages:</u>	47.3. Penalties/Liquidated Damages for non-performance: 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. 47.4. 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. 47.5. All the above LDs are independent of each other and are applicable separately and concurrently. 47.6. LD is not applicable for the reasons attributable to the Bank and Force Majeure	We request bank to cap the liquidated damages to be capped to maximum of 5% of the order value.	Bidder has to comply with RFP Terms.
84	29	<u>47. Penalties/Liquidated Damages:</u>	47.2. Penalties/Liquidated damages for not maintaining uptime : 47.2.2. The maximum penalty levied shall not be more than the 50%(Plus GST) of AMC amount payable for oneYear.	Request bank to change this to 10%	Bidder has to comply with RFP Terms.
85	30	<u>49. Payment Terms:</u>	70% on delivery of all hardware and software items. 20% on installation 10% against PBG	Please ammend payment terms as 80% on delivery & 10% on installation & 10% against PBG.	Bidder has to comply with RFP Terms.
86	30	<u>50. Order Cancellation/Termination of Contract:</u>	50.4. 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.	We request that any termination of the contract be preceded by a 30 day cure period to enable the bidder to rectify the breach.	Bidder has to comply with RFP Terms.
87	30	<u>49. Payment Terms:</u>	70% on delivery of all hardware and software items. 20% on installation 10% against PBG	Request bank to change Payment terms to be made 90% on Delivery 5 % on installation and acceptance and 5% against pbpg	Bidder has to comply with RFP Terms.



Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

88	30	49. Payment Terms: 20% on installation 10% against PBG	70% on delivery of all hardware and software items. 20% on installation 10% against PBG	Bidder has to comply with RFP Terms.
89	30	49. Payment Terms:	70% on delivery of all hardware and software items. 20% on installation 10% against PBG	Bidder has to comply with RFP Terms.
90	31	50. Order Cancellation/Termination of Contract:	Clause 50.1 & 50.2	Bidder has to comply with RFP Terms.

1. Request bank to change the payment terms to the below -
80% on delivery of all hardware and software items.
20% on Installation configuration and commissioning.
2. Request Bank to remove this 10% Advance warranty BG as 10% PBG is already asked for the warranty/performance.

To be revised as:
85% on delivery , 10% upon Installation & 5% against warranty upon PBG submission

50.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order ~~at any time~~ by giving 30 days written notice 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:
50.1.1. Delay in delivery beyond the specified period for delivery.
50.1.2. Serious discrepancies noted in the items delivered.
50.1.3. Breaches in the terms and conditions of the Order.
50.2. 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:
50.2.1. Non submission of acceptance of order within 7 days of order.
50.2.2. Excessive delay in execution of order placed by the Bank.
50.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.
50.2.4. The bidder goes in to liquidation voluntarily or otherwise.
48.2.5. An attachment is levied or continues to be ~~in~~ *in* ~~valid for a period of 7 days upon the affix~~ of the



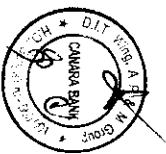
Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

91	31	<u>50. Order Cancellation/Termination of Contract:</u>	50.4. 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 7 days prior notice to the bidder. Request for addition of below clause - Provided further that the Vendor shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser	Bidder has to comply with RFP Terms.
92	31	<u>50. Order Cancellation/Termination of Contract:</u>	50.7. 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.	Request for modification or deletion.	Bidder has to comply with RFP Terms.
93	32	<u>51. Local Support:</u>	51.7. Response Time and Meantime to Restore [MTTR] 51.7.2. Response Time shall be 1 hours and MTTR shall be 2 hours. Time specified above is from lodging of complaint.	As this is not a standard followed in govt/banking tender. Please give 4 hrs for response & 8 hrs for resolution in cases of servers.	Bidder has to comply with RFP Terms.
94	32	<u>51. Local Support:</u>	51.4. The Support should be for an unlimited number of incidents reported to them and provides a practical solution to resolve the issue. The support should be provided in person and to the DC-Bengaluru and DRC-Mumbai location over phone, E mail web based, if required. All escalations will be attended / responded promptly not later than 2 hour of reporting. 51.7. Response Time and Meantime to Restore [MTTR] 51.7.1. Response Time and Meantime to Restore [MTTR] 51.7.2. Response Time shall be 1 hours and MTTR shall be 2 hours. Time specified above is from lodging of complaint.	Requesting clarity on onsite response within 1 hour and resolution within 2 Hrs. Since practically to diagnose a problem may take 2-4hrs and subsequent ordering, replacement may take few hours.	Bidder has to comply with RFP Terms.
95	32	<u>54</u>	Warranty:	Pls clarify warranty commencement date- it should be 1 month from date of installation or date of delivery, whichever ever is earlier	Bidder has to comply with RFP Terms.



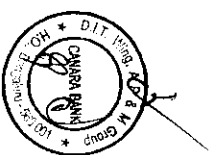
Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

96	32	<u>51. Local Support:</u>	51.1. The Bidder has to provide comprehensive onsite support for the period of Six (6) years. 51.2. The Support should be available on 24x7x365 basis.	Is bank expecting placement of resident engineer at bank premises on 24x7x365 basis ? What is the minimum number of engineers expected by the bank to be available at bank premises at any point of time.	Bidder has to comply with RFP Terms.
97	32	<u>51. Local Support:</u>	51.7. Response Time and Meantime to Restore [MTTR] 51.7.2. Response Time shall be 1 hours and MTTR shall be 2 hours. Time specified above is from lodging of complaint.	Request bank to amend the clause as follows Response time shall be 1 hours and MTTR shall be 6 hours . Time specified above is from lodging if complaint. If the failure of redundant component then MTTR shall be 24 hours from the time of call lodging of the complaint.	Bidder has to comply with RFP Terms.
98	32	<u>54. Warranty:</u>	54.3. The entire equipments / hardware (including OS) & software deployed for this project shall be under Comprehensive Onsite Warranty covering all parts including the display panel, updates, minor update of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of 3 years from the Date of Installation/commissioning.	Request Bank to add this below clause for warranty considering earlier reported SNR cases : "The warranty commences from the date of installation or 1 month from the date of delivery whichever is earlier".	Bidder has to comply with RFP Terms.
99	33	<u>55. Annual Maintenance Contract(AMC)/Annual Technical Support(ATS):</u>	55.1. At the time of submission of bids, the Bidder has quote AMC/ATS for Hardware (including OS) & software items for 3 years after completion of 3 years warranty periods, in the Commercial Bid separately for Comprehensive maintenance contract.	We request bank to amend this clause and add additional condition to ensure the OEM back to back support agreement are made for AMC support services.	Bidder has to comply with RFP Terms.
100	33	<u>55. Annual Maintenance Contract(AMC)/Annual Technical Support(ATS):</u>	55.4. The Bank will pay AMC charges for Servers (including OS) and Other Items after the end of warranty period. Such payment shall be released quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices.	We request bank to make amendment for AMC Payment to be yearly in advance as we will be paying upfront to the OEM for the contracted items.	Bidder has to comply with RFP Terms.



Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

101	33	55. Annual Maintenance Contract(AMC)/Annual Technical Support(ATS):	55.5. During the Warranty and AMC (if contracted) period, the Bidder should extend the On Site Service Support. The scope of Warranty and AMC (if contracted) shall include: 55.5.3. Preventive Maintenance quarterly.	Request bank to amend this clause and make preventive maintenance twice in a year instead of quarterly.	Bidder has to comply with RFP Terms.
102	33	55. Annual Maintenance Contract(AMC)/Annual Technical Support(ATS):	55.6. It may be noted that the Bank reserves the right to demand additional performance Bank Guarantee to the tune of 10% of the value of the Purchase Order, if AMC/ATS charges quoted by the bidder are abnormally low (below 5% of the cost). The Bank has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/AMC obligations of the bidder. Bidder shall quote the charges of AMC/ATS as per the Bill of Material (Annexure-17). This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC/ATS period with a claim period of 3 months. The bidder has to submit this Bank guarantee in addition to the Security Deposit/Bank Guarantee as specified in clause 41. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of Incompletion of the project and warranty period.	We request bank to amend this clause and keep the AMC threshold to be 18% instead of 5% considering the demand of the bank to maintain the system on 24/7/365 basis, with 99.90% uptime, less than 2 hours of MTRR cannot be delivered at 5% of the cost, onsite support without any remote access	Bidder has to comply with RFP Terms.
103	33	56. Scope Involved During Warranty and AMC Period (if contracted)	56.2. If any software and Hardware updates provided by the OEM as free of cost, it should be provided and installed & configured by the selected bidder during Warranty and AMC support [if contracted].	No upgrade of Hardware/OS/Software. Only bugs and patches update should be considered free of cost.	Bidder has to comply with RFP Terms.



Pre-Bid Queries and Replies for RFP 13/2017-18 dated 31/08/2017 for Supply, Installation, Integration and Maintenance of Servers and Other Items

104	34	60. Intellectual Property Rights:	60.1. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.	We request that this clause be deleted as the risks to the bank are covered under clause 62.2.	Bidder has to comply with RFP Terms.
105	34	56. Scope Involved During Warranty and AMC Period (if contracted)	56.8. The onsite resources in co-ordination with offsite team should ensure the uptime commitments.	We request clarity on this clause w.r. t to Onsite team . Is bidder/OEM required to provide Onsite resource?	Bidder has to comply with RFP Terms.
106	34	59. Defect liability	In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the warranty and AMC period (if contracted) of the contract, the Bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFP terms.	Defect liability period has to be only till the time of acceptance. Once it is accepted the defect liability should expire	Bidder has to comply with RFP Terms.

