

Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
1	9	7. Requirement Details	7.3. The Bank reserves the right to increase or decrease the above quantum of purchase by 25% at the same rate arrived and on the same Terms and Conditions of this Tender.	Applicable provided bank takes decision in change in quantity +/- 25% at the time of PO and within price validity period. The same is not applicable subsequently, as a repeat order/additional PO after expiry of price validity period.	Bidder has to comply with RFP terms.
2	11	9. Present scope of work:	9.26. The equipment quoted by bidder should not be declared as EOL or EOS by the OEM within the contract period. In the event of the supplied equipment being declared as EOL or EOS within the period of 6 years from the date of commissioning of the equipment, the bidder has to replace the equipment with equipment having equivalent or higher configurations at no additional cost to the Bank.	To be excluded, as this depends on OEM Policy or clause to be amended as Bidder has to continue support till duration of contract	The equipment quoted by bidder should not be declared as EOL (End of life) or EOS (End of Support) by the OEM within the contract period. Further Bidder has to ensure all upgrade path asked in the RFP is available to Bank during the entire period of contract. In the event of the supplied equipment being declared as EOL or EOS or if any upgrade path is not available within the period of 6 years from the date of commissioning of the equipment, the bidder has to replace the equipment with equipment having equivalent or higher configurations at no additional cost to the Bank.
3	12	9. Present scope of work:	9.34. The Selected Vendor shall arrange to provide OEM certified exhaustive training (Prior to implementation or as per the schedule given by the Bank) to the Bank's Ten nominated persons. Training plan, scope and duration of the same to be shared with the Bank and has to be mutually agreed before finalizing the training course.	Certification cannot be provided. Need more clarity.	Bidder has to comply with RFP terms.
4	12	9. Present scope of work:	9.42. Bidder has to integrate the solution with AD, HP NNM, NTP Server, TACACS, SIEM, SOC, DLP, ATP etc.	Need more clarity on this.	Bidder has to integrate the devices proposed in the solution with HP NNM, NTP Server, TACACS, SIEM, SOC etc.
5	12	9. Present scope of work:	9.45. Bidder has to own the responsibility of making the solution run as desired by the Bank.	Need more clarity on this.	Bidder has to comply with RFP terms.
6	12	9. Present scope of work:	9.46. Bidder has to provide solution including Racks(If required), Stack cables, Transceivers, Splitter, patch cords, Optical fibre cables, Power cables, screws, documentation etc.	To be excluded from Scope	Bidder has to comply with RFP terms.
7	14	9. Present scope of work:	9.52. Project Completion and Management	It is also necessary for bank to provide SPOC for smooth and successful delivery of this project	Details will be communicated to the successful Bidder.
			9.52.1. For smooth completion of project the Bidder should identify one or two of its representatives at Bengaluru as a single point of contact for the Bank.		



8	18	16. Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD: 16.5. The EMD may be forfeited/ Bank Guarantee may be invoked.	16.5.2. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.	Bidder requests that Clause 16.5.2 be modified from 7 days to 15 days.	Bidder has to comply with RFP terms.
9	19	22. 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.	The bidder wishes to clarify that such terms and conditions to be included into the final contract shall be upon mutual discussions and agreement.	Bidder has to comply with RFP terms.
10	27	42. Execution of Agreement.	42.1. 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.	The bidder wishes to clarify that such terms and conditions to be included into the final contract shall be upon mutual discussions and agreement.	Bidder has to comply with RFP terms.
11	27	41. Security Deposit / Performance Bank Guarantee:	41.1. The successful bidder should submit a Security Deposit / Performance Guarantee for 10% of total value of the contract within 15 days from the date of acceptance of the Order.	Request for 5% of total order value instead of 10% PBG value	Bidder has to comply with RFP terms.



12	28	<p><u>43. Delivery, Installation, Commissioning and Acceptance:</u></p>	<p>43.2. Delivery of materials should be within 5 weeks for Non-Road Permit Locations and 6 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</p>	<p>Request bank to change this to: Delivery of the materials should be within 8 weeks for non-road permit locations and 10 weeks for road permit locations for each of the ordered locations from the date of intimation of locations.</p>	<p>Bidder has to comply with RFP terms.</p>
13	28	<p><u>43. Delivery, Installation, Commissioning and Acceptance:</u></p>	<p>43.3. Installation of Materials: Delivery period: 2 Weeks</p>	<p>Request bank to change this to: The successful bidder should ensure installation, configuration, integration and commissioning of the delivered hardware and software within 4 weeks from the date of delivery.</p>	<p>Kindly refer the Amendment.</p>



14	28	<p>43. Delivery, Installation, Commissioning and Acceptance:</p>	<p>43.3. Installation of Materials: 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. Bidder shall do site survey compulsorily as per clause 45, 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</p>	<p>Request bank to change this to: Acceptance for installation should be given site-wise and not after completion of all sites. Payment also should be released for each site as and when the installation is complete.</p> <p>Kindly refer the Amendment.</p>
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15	28	<p>43. Delivery, Installation, Commissioning and Acceptance:</p>	<p>43.4. 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/upgrade the same at no additional cost to the Bank 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</p>	<p>Acceptance test should be completed within 5 days from the day of installation.</p> <p>Bidder has to comply with RFP terms.</p>
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16	28	<p>43. Delivery, Installation, Commissioning and Acceptance:</p> <p>43.4. 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/upgrade the same at no additional cost to the Bank 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.</p>	<p>Acceptance payment should be released for each site as and when the acceptance is complete.</p>	<p>Bidder has to comply with RFP terms.</p>
17	28	<p>43. Delivery, Installation, Commissioning and Acceptance:</p>	<p>43.2. Delivery of materials should be within 5 weeks for Non-Road Permit Locations and 6 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.</p>	<p>5 weeks to be changed to 8 weeks</p> <p>Bidder has to comply with RFP terms.</p>



18	28	<p>43. Delivery, Installation, Commissioning and Acceptance:</p>	<p>43.3. Installation of Materials: 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. Bidder shall do site survey compulsorily as per clause 45, 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.</p>	<p>Please note that the off line configuration of this requirement will take 6 weeks and the replacement activity will need to be completed in a phased manner with multiple down time in addition to the 4 weeks. The time two weeks for installation need to be changed to 4 weeks and migration on bank scheduled down time days.</p>	<p>Kindly refer the Amendment.</p>
19	28	<p>43. Delivery, Installation, Commissioning and Acceptance:</p>	<p>43.3. Installation of Materials: 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. Bidder shall do site survey compulsorily as per clause 45, 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.</p>	<p>Dependencies on Bank, site not ready, down time not available, etc should be excluded from 2 weeks of installation timeline</p>	<p>Kindly refer the Amendment.</p>



20		Request bank to change this to 'Delivery in 7 weeks for non road and 9 weeks for road permit locations	Bidder has to comply with RFP terms.
28	<p>43. Delivery, Installation, Commissioning and Acceptance:</p>	<p>43.2. Delivery of materials should be within 5 weeks for Non-Road Permit Locations and 6 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.</p>	<p>43.2. Delivery of materials should be within 5 weeks for Non-Road Permit Locations and 6 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.</p>
21		Delivery : Request for 6-8 weeks from the date of receipt of PO.	Bidder has to comply with RFP terms.



22	28	43. Delivery, Installation, Commissioning and Acceptance:	43.3. Installation of Materials: 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. Bidder shall do site survey compulsorily as per clause 45, 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.	Installation: Request for 3-4 weeks	Kindly refer the Amendment.
23	28	43. Delivery, Installation, Commissioning and Acceptance	43.2. Delivery of materials should be within 5 weeks for Non-Road Permit Locations and 6 Weeks for Road Permit Locations for each ordered location/s from the date of intimation of locations.	PO processing, Commercial approvals, placement of order to OEMs and delivery takes viscus process cycle which will not be possible in 5-6 weeks. Request to extend the delivery period by 8-10 weeks atleast.	Bidder has to comply with RFP terms.
24	28	43. Delivery, Installation, Commissioning and Acceptance	43.3. Installation of Materials: The successful bidder should ensure installation, configuration, Integration and commissioning of the delivered Hardware 8: 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. Bidder shall do site survey compulsorily as per clause 45,	Request to extend the installation period to atleast 4 weeks from date of delivery.	Kindly refer the Amendment.



25	29	45. Site Survey:	45.1. The bidder shall conduct site survey compulsorily in all the locations within 10 days from the date of instruction given by Bank 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.	Request bank to change this to: The bidder shall conduct site-survey compulsorily in all locations within 15 days from the date of instruction of the installation of devices. Also, this timeline should be separate from the installation timeline. Post site-survey, bank should provide 4 weeks time for installation.	Bidder has to comply with RFP terms.
26	30	46. Penalties/Liquidated Damages:	46.1. <u>Penalty for delay in Delivery and Installation of Network Equipments in all Locations.</u> Non-compliance of the delivery & installation clauses (43.2) and (43.3) 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.	Request bank to change this to: Non-compliance of the delivery and installation clauses will result in imposing penalty of 0.5% on delay in delivery and 0.5% on delay in installation per week on the undelivered/uninstalled value restricted to 5% of the total order value of that location.	Bidder has to comply with RFP terms.



27	30	<p><u>46. Penalties/Liquidated Damages:</u></p> <p>46.1. Penalty for delay in Delivery and Installation of Network Equipments in all Locations. Non-compliance of the delivery & installation clauses (43.2) and (43.3) will result in imposing penalty (0.50% on delay in delivery and 0.50% 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.</p> <p>46.2. Penalties/Liquidated damages for not maintaining uptime :</p> <p>46.2.1. If the bidder fails to maintain the guaranteed uptime, Penalty for uptime will be deducted as under: Level of availability calculated on monthly basis Penalty amount 99.999% to 100% No Penalty would be deducted 98.998% to < 99.900% 0.10%(Plus GST) on total order value for every hour or part thereof. 97.980% to 98.970% 0.20%(Plus GST) on total order value for every hour or part thereof. 96.970% to 97.960% 0.30%(Plus GST) on total order value for every hour or part thereof. 96.960% to 97.950% 0.50% (Plus GST) on total order value for every hour or part thereof. <95.95% 1.00%(Plus GST) on total order value for every hour or part thereof.</p>	<p>Please note that the bidder wishes to clarify that notwithstanding anything stated to the contrary, the aggregate of all penalties and liquidated damages under this contract shall not exceed 10 % of the total contract price. Any penalty shall be levied only for reasons solely attributable to the bidder. Liquidated damages shall constitute the Canara Bank's sole and exclusive remedy against the vendor for such defect/delay. Please validate the understanding, the trigger points for applicability of such LDs shall be mutually discussed and agreed between the parties for the final agreement. This clause shall be subject to the limitation of liability clause.</p>	Bidder has to comply with RFP terms.
28	30	<p><u>46. Penalties/Liquidated Damages:</u></p> <p>46.2. Penalties/Liquidated damages for not maintaining uptime :</p>	<p>50% of Yearly AMC Value, to be reduced to 5% of Yearly AMC Value.</p>	Bidder has to comply with RFP terms.
29	30	<p><u>46. Penalties/Liquidated Damages:</u></p> <p>46.2. Penalties/Liquidated damages for not maintaining uptime :</p>	<p>Set-off not acceptable</p>	Bidder has to comply with RFP terms.
30	30	<p><u>46. Penalties/Liquidated Damages:</u></p>	<p>Pis cap the penalty to 5% while our effort is to be in no penalty zone however some external factors like riots, bandh's , dependency on bank may cause dealy outside SLA</p>	Bidder has to comply with RFP terms.



31	30	<u>46. Penalties/Liquidated Damages:</u>	<u>46.2. Penalties/Liquidated damages for not maintaining uptime :</u> 46.2.2. The maximum penalty levied as per above (46.2.1) shall not be more than the 50%(Plus GST) of AMC amount payable(exclusive of Taxes) for one Year.	The cap of 10% should be applicable to all forms of penalties under Cl. 45. Kindly include and confirm that any rectification or replacement costs under Cl.45 shall not exceed the original value of the order by more than 10%.	Bidder has to comply with RFP terms.
32	30	<u>46. Penalties/Liquidated Damages:</u>	<u>46.2. Penalties/Liquidated damages for not maintaining uptime :</u> 46.2.2. The maximum penalty levied as per above (46.2.1) shall not be more than the 50%(Plus GST) of AMC amount payable(exclusive of Taxes) for one Year.	We request bank to reduce this to 10% of the AMC payment	Bidder has to comply with RFP terms.
33	30	<u>46.2. Penalties/Liquidated damages for not maintaining uptime :</u>	46.2.1. If the bidder fails to maintain the guaranteed uptime, Penalty for uptime will be deducted as under: 0.1 %(Plus GST) on total order value for every hour or part thereof.	Request to consider the penalty on the Quarterly OPEX payment to be paid as part of AMC/ maintenance instead of total order value.	Bidder has to comply with RFP terms.
34	30	<u>46.2. Penalties/Liquidated damages for not maintaining uptime :</u>	46.2.2. The maximum penalty levied as per above (46.2.1) shall not be more than the 50%(Plus GST) of AMC amount payable(exclusive of Taxes) for one Year.	Since capping of the maximum penalty levied is on the AMC amount payable. Request you to consider penalty parameters (0.1%, 0.2% etc) on AMC amount instead of " total order value.."	Bidder has to comply with RFP terms.
35	31	<u>48. Payment Terms:</u>	<u>48.1. Payment schedule will be as under:</u> Delivery 50% Installation, configuration, commissioning 40% Warranty 10%	Request bank to change this to: Delivery: 70% on delivery of all items. Installation & commissioning: 20% of the total cost Warranty: 10% after 1 year warranty or submission of PBG Also payment should be made location wise and not after completion of delivery/installation of all locations.	Bidder has to comply with RFP terms.
36	31	<u>48. Payment Terms:</u>	48.2. Please note that Delivery Proof, Installation Report duly signed by Bank officials of the respective branch/office should be submitted in originals while claiming payment in respect of orders placed.	Request bank to accept scanned copies of the delivery proof, installation report duly signed by bank officials of the respective branches that will be mailed to the central office while claiming payment.	Bidder has to comply with RFP terms.

37	31	47. Pricing & Payments:	<p>47.1. The Price offered to the Bank must be in Indian Rupees inclusive of all duties/taxes but Exclusive of GST (CGST/SGST/IGST). The Vendor has to quote the applicable taxes separately in the Bill of Material.</p> <p>47.2. The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.</p> <p>47.3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract including warranty period.</p> <p>47.4. Applicable Taxes will be paid at actuals.</p>			<p>IBM seeks deletion of the existing clause in its entirety and substitute it with the following clause: Payments are due from date of receipt of invoice and payable within thirty (30) days of date of invoice issued to BSE. In the event of late payments, IBM reserves the right to charge a late payment fee @ 2% per month on the overdue amounts, in addition to the right of suspension of services, till the overdue amounts are paid.</p> <p>IBM proposes the following payment schedule: (a) Products: 100% on delivery; and (b) Implementation Services: 100% on completion; and (c) Support services: Yearly and in advance.</p>	Bidder has to comply with RFP terms.
38	31	48. Payment Terms:	<p>48.1. Payment schedule will be as under:</p> <p>Delivery 50% Installation, configuration, Integration & commissioning 40% Warranty 10%</p>			<p>Request bank to change this to Delivery -70%, Install 20% , Warranty 10%</p>	Bidder has to comply with RFP terms.
39	31	48. Payment Terms:	<p>48.1. Payment schedule will be as under:</p> <p>Delivery 50% Installation, configuration, Integration & commissioning 40% Warranty 10%</p>			<p>As these are highend category of network equipments, request bank to offer 80% on delivery, & 20% on installation</p>	Bidder has to comply with RFP terms.



40	32	<p>49. Order Cancellation/Termination of Contract:</p> <p>49.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions: <u>49.1.1.</u> Delay in delivery beyond the specified period for delivery. <u>49.1.2.</u> Serious discrepancies noted in the items delivered. <u>49.1.3.</u> Breaches in the terms and conditions of the Order. <u>49.2.</u> 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: <u>49.2.1.</u> Non submission of acceptance of order within 7 days of order. <u>49.2.2.</u> Excessive delay in execution of order placed by the Bank. <u>49.2.3.</u> The selected bidder commits a breach of any of the terms and conditions of the bid. <u>49.2.4.</u> The bidder goes in to liquidation voluntarily or otherwise. <u>49.2.5.</u> An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid</p>	<p>IBM Request following changes on this clause: Liquidated damages shall constitute the Canara Bank's sole and exclusive remedy against the vendor for such defect/delay. The bidder wishes to clarify that the principle of termination should be as follows, request the bank to validate the same: Either party may terminate the contract, with 90 days prior written notice, if the other party has committed a material breach of the contract and if such breach has not been cured during the notice period. Canara Bank shall pay bidder for all products and services provided up to the effective date of termination. Bidder seeks deletion of clause 49.5.</p>	<p>Bidder has to comply with RFP terms.</p>
41	34	<p>51. Uptime:</p>	<p>Down time attributed to dependency on Bank or any third party which Bank has hired , shall not be taken into consideration for penalty calculation</p>	<p>Bidder has to comply with RFP terms.</p>



42	35	53. Training:	53.2. An OEM Certified exhaustive technical training for five days including both theory and practical shall be conducted at two identified locations at Banks Premises. The Training session may be recorded and distributed to Bank Technical officials for future references and operational conveniences towards equipments supplied. Training documentation in both Digital format and Hard copy has to be provided to the participants.	Request Bank to allow us to complete the training in one consecutive stretch, beginning Monday through Saturday at a single location, either at Bangalore or at Mumbai after the installation completion as this will not burden the RFP with additional travel and Bank Officials can join on VC for the training	RFP Clause is modified as under: "53.2. An OEM Certified exhaustive technical training for five days including both theory and practical shall be conducted at Banks Premises, Bangalore."
43	37	55. Annual Maintenance Contract: 55.18. Termination of AMC contract if contracted):	This Agreement and the obligations of parties contained in it shall terminate upon the occurrence of the following: 55.18.1. Non-renewal, for any reason. Bank will however pay for the services rendered till such date of expiry/termination. 55.18.2. Material(s) default by either party in the performance of any of its obligations to the other under this Agreement, if same is not cured within thirty days after written Notice thereof. 55.18.3. Without prejudice to any other right or remedy, upon the filing of a petition in bankruptcy or insolvency by or against the other, or upon any act of bankruptcy, including a condition of insolvency, or should the other make an assignment for the benefit of creditors, and the appointment of a receiver subsequent to such filing, act, or assignment. 55.18.4. Bidder failure to meet the performance requirement specified herein. 55.18.5. 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. 55.18.6. Bank agrees that during the term of AMC agreement, bidder will be Bank's sole maintenance provider for all the ordered equipments. However, for now, additional equipment installed. Bank recover the	The bidder wishes to clarify that the principle of termination should be as follows, request the bank to validate the same: Either party may terminate the AMC contract, with 90 days prior written notice, if the other party has committed a material breach of the contract and if such breach has not been cured during the notice period. Canara Bank shall pay bidder for all products and services provided up to the effective date of termination.	Bidder has to comply with RFP terms.



44	40	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. 60.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such	Bidder wishes to clarify that: Bidder will provide third party product warranties and indemnities on a pass-through basis to Canara Bank in accordance with the relevant third party terms and conditions. Further, there are no implied conditions or warranties, including warranties for merchantability and fitness for a particular purpose. Nothing in this Agreement affects the intellectual property rights of the parties that are in existence on or before the Effective Date of this Agreement.	Bidder has to comply with RFP terms.
45	40	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.	Bidder can only pass on all OEM warranties in toto but not give broad warranties as stipulated. Since IP indemnity is already provided, further warranties will be onerous with risk of double dipping. Kindly acknowledge.	Bidder has to comply with RFP terms.



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41		<p>62. Indemnity:</p>		
46		<p>62.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:</p> <p>62.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</p> <p>62.1.2. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;</p> <p>62.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Network Devices and Other Items supplied by them.</p> <p>62.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.</p> <p>62.2.2. The limits specified in the above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual Property</p>	<p>Bidder wishes to clarify that:</p> <p>Bidder will provide third party product warranties and indemnities on a pass-through basis to Canara Bank in accordance with the relevant third party terms and conditions. Further, there are no implied conditions or warranties, including warranties for merchantability and fitness for a particular purpose.</p>	<p>Bidder has to comply with RFP terms.</p>



47	41	63. Inspection of Records:	Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.	Bidder wishes to clarify that: Audits shall be conducted only to verify if Bidder is performing services in accordance with the service levels. - A third party auditor may be appointed only with the mutual consent of the parties on a non-contingent basis after he has executed a confidentiality agreement with the Bidder. - The audit shall be conducted solely at Canara Bank's cost and expense. - Bidder is not obligated to share any information relating to Bidder's costs, Bidder proprietary data, confidential information of Bidder's other customers and internal audit reports of the Bidder.	Bidder has to comply with RFP terms.
48	41	62. Indemnity:	62.3. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.	Such audit shall be conducted (a) upon thirty days prior written notice to Bidder; (b) no more than once each calendar year; (c) only in relation to the previous twelve months' activities; (d) during normal business hours; and (e) to the extent it does not interfere with Bidder's ability to perform the Services in accordance with the Agreement We request Bank to cap the aggregate liability to total contract value under the applicable Purchase Order (instead of cost of project) for sake of clarity.	Bidder has to comply with RFP terms.



49	42	66. Insurance:	The Hardware to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such insurance cover should be available till installation of the Network Devices and other Items. If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of Network Devices and other items.	Bidder wishes to clarify that: Bidder transfers title to a Hardware/Machine to Canara Bank, upon payment of all the amounts due. For each Hardware/Machine, Bidder bears the risk of loss or damage up to the time it is delivered to the Bidder-designated carrier for shipment to Canara Bank or to Canara Bank's designated location. Thereafter, Canara Bank assumes the risk. Each Hardware/Machine will be covered by insurance, arranged and paid for by Bidder for Canara Bank, covering the period until it is delivered to Canara Bank or Canara Bank's designated location. For any loss or damage, Canara Bank must i) report the loss or damage in writing to Bidder within 10 business days of delivery and ii) follow the applicable claim procedure.	Bidder has to comply with RFP terms.
50	42	67. Guarantees:	The bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.	Bidder wishes to clarify that: Warranties for OEM products are provided only on a pass-through basis. There are no implied conditions or warranties.	Bidder has to comply with RFP terms.
51	42	68. Confidentiality and Non-Disclosure:	68.1. 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. 68.2. 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.	Bidder wishes to clarify, that the bank and the bidder shall execute a mutually acceptable non-disclosure agreement to govern the engagement period. Bidder seeks deletion of the indemnity provision sought in Clause 68.1.	Bidder has to comply with RFP terms.



52	43	72. Negligence:	<p>In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.</p>	<p>Bidder requests deletion of the last sentence of this clause.</p> <p>Bidder has to comply with RFP terms.</p>
53	43	72. Negligence:	<p>In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.</p>	<p>Kindly provide a specific timeframe (45 days) as a grace period for rectification prior to cancellation under this clause.</p> <p>Bidder has to comply with RFP terms.</p>



54	44	<p><u>75. Force Majeure:</u></p>	<p>75.1. The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.</p> <p>75.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.</p> <p>75.3. In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / tender / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.</p> <p>75.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder</p>	<p>A party will be excused from all of its obligations (except for payment obligations) under this Contract to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party. If the delay or failure continues for more than thirty (30) days, either party may terminate this Contract, upon notice to the other party.</p> <p>Bidder has to comply with RFP terms.</p>
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55	45	<p>76. Corrupt And Fraudulent Practices:</p>	<p>76.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy: 76.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND 76.3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition. 76.4. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. 76.5. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p>	<p>76.4 Bidder wishes to clarify that under clause 76.4 the Bank reserves the right to reject a proposal for award if it is adjudicated by a competent court that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. 76.5 Bidder seeks deletion of clause 76.5 76.6 Bidder seeks deletion of clause 76.6</p>	<p>Bidder has to comply with RFP terms.</p>
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56	45	<p><u>77. Adoption of Integrity Pact:</u></p>	<p>Such terms and conditions to be included into the Integrity Pact shall be upon mutual discussions and agreement.</p>	<p>Bidder has to comply with RFP terms.</p>
		<p><u>77.1.</u> The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. <u>77.2.</u> Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process. <u>77.3.</u> The Bidders shall submit signed integrity pact as per Appendix-H along with Part-A Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection. <u>77.4.</u> Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates <u>77.5.</u> Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle. <u>77.6.</u> Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. <u>77.7.</u> The Integrity Pact Agreement submitted by the bidder, during the Bid submission will automatically</p>	<p>Request bank to change this to: The proposed make and router series (same base family) of the router offered to the bank in this RFP should have been supplied to Central Govt./State Govt./Public Sector Commercial Organization/Scheduled Bank/Multinational corporate in India (not necessarily by the bidder) in the last 2 years (1/10/2015 to 31/10/2017).</p>	<p><u>Eligibility Criteria is modified as under:</u> <u>g.</u> The Proposed make & model platform(Same Base Family) of the Router as per Annexure-10(A) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.</p>
57	50	<p><u>Annexure-3</u> <u>Eligibility Criteria Declaration</u> <u>Criteria no. g</u></p>	<p><u>Eligibility Criteria:</u> The Proposed make & model of the Router as per Annexure-10(A) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.</p>	<p><u>Eligibility Criteria is modified as under:</u> <u>g.</u> The Proposed make & model platform(Same Base Family) of the Router as per Annexure-10(A) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.</p>



58	Annexure-3 <u>Eligibility Criteria Declaration</u> <u>Criteria no. e</u>	<u>Eligibility Criteria:</u> OEM should be in leader or challenger Quadrant of Gartner Magic Quadrant for Data Centre Networking. Documents to be submitted: The Bidder must produce latest Documentary Proof from OEM.	OEM should be in leader or challenger Quadrant of Gartner Magic Quadrant for Data Centre Networking for all the last 3 Years 2015, 2016, 2017. Justification: The infrastructure is built for one of the largest Banks of India. Hence a stable technology vendor who leads the technology Vision & Execution capabilities must be considered. Technology should be proven, recognized and Bank infrastructure should not be used for Experimentation.	Bidder has to comply with RFP terms.
59	Annexure-3 <u>Eligibility criteria Declaration</u>	<u>Eligibility Criteria:</u> g. The Proposed make & model of the Router as per Annexure-10(A) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule Commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted with Part-A Conformity to Eligibility Criteria:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.	Are these criteria to be met by Bidder only or Bidder or OEM would be eligible to comply with?	<u>Eligibility Criteria is modified as under:</u> "g. The Proposed make & model platform(Same Base Family) of the Router as per Annexure-10(A) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.
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60	50	Annexure - 3 <u>Eligibility Criteria Declaration</u>	<p><u>Eligibility:</u> e. OEM should be in leader or challenger Quadrant of Gartner Magic Quadrant for Data Centre Networking. Documents to be Submitted with Part-A Conformity to Eligibility Criteria: The Bidder must produce latest Documentary Proof from OEM.</p>	<p>OEM should be in leader or challenger Quadrant of Gartner Magic Quadrant for Data Centre Networking for all the last 3 years 2015, 2016, 2017. Justification for the change request: The infrastructure is built for one of the largest Banks of India. Hence a stable technology vendor who leads the technology Vision & Execution capabilities must be considered.</p> <p>Technology should be proven, recognized and Bank infrastructure should not be used for Experimentation.</p> <p>Bidder has to comply with RFP terms.</p>
61	50	Annexure-3 <u>Eligibility Criteria Declaration</u> <u>Criteria no. g</u>	<p><u>Eligibility Criteria:</u> The Proposed make & model of the Router as per Annexure-10(A) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.</p>	<p>Requesting the bank to consider Indian Enterprise organizations also into the considered client list.</p> <p><u>Eligibility Criteria is modified as under:</u> "g. The Proposed make & model platform(Same Base Family) of the Router as per Annexure-10(A) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.</p>
62	50	Annexure 3, <u>Eligibility Criteria</u>	<p>g. The Proposed make & model of Router as per Annexure-10(A) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017).</p>	<p>The clause is too specific in Nature. Request to dilute the clause as " The Proposed make & model of similar or higher configuration/series of Router as per Annexure-10(A) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate/Financial Institution in India (not necessarily by the bidder), during last 3 years (01/10/2014 to 31/10/2017). Also In case OEMs credentials need to be considered, its apperent that most of the OEMs does not receive orders from customers directly, hence an undertaking from OEM with make and model should be considered.</p> <p><u>Eligibility Criteria is modified as under:</u> "g. The Proposed make & model platform(Same Base Family) of the Router as per Annexure-10(A) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.</p>



63	50	Annexure 3, Eligibility Criteria	h. Minimum 200 numbers of Proposed make & model of the Type 1 and Type 2 Switches as per Annexure- 10(B) and Annexure-10(C) respectively offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/ Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017).	The clause is too specific in Nature. Request to dilute the clause as " The Proposed make & model of similar or higher configuration/series of the Type 1 and Type 2. Switches as per Annexure- 10(B) and Annexure-10(C) respectively offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/ Multinational Corporate/Financial Institutions in India (not necessarily by the bidder), during last 3 years (01/10/2014 to 31/10/2017) Also incase OEMs credentials need to be considered, its apperent that most of the OEMs does not recieve orders from customers directly, hence an undertaking from OEM with make and model should be considered.	Eligibility Criteria is modified as under: "h. Minimum 200 numbers of Proposed make & model platform(Same Base Family) of the Type 1 and Type 2 switches as per Annexure-10(B) and Annexure-10(C) respectively offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). Documents to be submitted: Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.
64	51	Annexure-3 <u>Eligibility Criteria Declaration</u> <u>Criteria no. h</u>	Eligibility Criteria: Minimum 200 numbers of Proposed make & model of the Type 1 and Type 2 Switches as per Annexure-10(B) and Annexure-10(C) respectively offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). Documents to be submitted: Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.	Request bank to change this to: Minimum 200 numbers of the proposed make and same base family of the Type 1 and Type 2 switches offered to the bank in this RFP should have been supplied to Central Govt./State Govt./Public Sector Organization/Scheduled Bank/Multinational corporate in India (not necessarily by the bidder) in the last 2 years (1/10/2015 to 31/10/2017).	Eligibility Criteria is modified as under: "h. Minimum 200 numbers of Proposed make & model platform(Same Base Family) of the Type 1 and Type 2 Switches as per Annexure-10(B) and Annexure-10(C) respectively offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). Documents to be submitted: Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.
65	51	Annexure-3 <u>Eligibility Criteria Declaration</u> <u>Criteria no. i</u>	Eligibility Criteria: The Proposed make & model of the Type 3 and Type 4 Switches as per Annexure-10(D) and Annexure-10(E) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). Documents to be submitted: Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.	Request bank to change this to: The proposed make and same base family of the Type 3 and Type 4 switches offered to the bank in this RFP should have been supplied to Central Govt./State Govt./Public Sector Organization/Scheduled Bank/Multinational corporate in India (not necessarily by the bidder) in the last 2 years (1/10/2015 to 31/10/2017).	Eligibility Criteria is modified as under: "i. The Proposed make & model platform(Same Base Family) of the Type 3 and Type 4 Switches as per Annexure-10(D) and Annexure-10(E) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). Documents to be submitted: Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.



66	51	Annexure-3 <u>Eligibility Criteria Declaration</u> <u>Criteria no.1</u>	<p><u>Eligibility Criteria:</u> The Bidder must have experience in managing the proposed router and switches offered to Bank in this RFP for any Central Government/State Government/Public Sector Organization/Schedule commercial Bank in India, during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.</p> <p><u>Requesting bank to Amend the clause as:</u> The Bidder must have experience in managing the Bank in this RFP for any central government/State Government/ Public Sector Organization/ Schedule Commercial Bank/Multi National Corporate in India, during last 3 years (01/10/2014 to 31/10/2017). <u>Justification:</u> Since Routers & Switches works on standard protocols/configuration request bank to consider the bidders experience with equivalent models also.</p> <p><u>Eligibility Criteria is modified as under:</u> j. The Bidder/OEM must have experience in managing the proposed router and switches platform(Same Base Family) offered to Bank in this RFP for any Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India, during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed. AND If Bidder is submitting the OEM experience then Bidder has to submit a certificate from respective organizations for managing and maintaining their Data Center Routing and Switching portfolio.</p>
67	51	Annexure-3 <u>Eligibility Criteria Declaration</u> <u>Criteria no. k</u>	<p><u>Eligibility Criteria:</u> Bidder should have 10 certified Engineers from OEM of the Proposed Routers that have been offered to Bank. <u>Documents to be submitted:</u> Engineers Details like name, qualification, certification to be submitted.</p> <p><u>Request you to kindly Amend clause as:</u> The bidder should have 4 certified engineers from the OEM of Proposed Routers that have been offered to Bank <u>Justification:</u> Being a system integrator managing all OEM, it's difficult to have such a large Qty engineer on specific OEM's and Product line.</p> <p>Bidder should have 10 certified Engineers from OEM on the date of commencement of project the Proposed Routers and switches that have been offered to Bank.</p>
68	51	Annexure-3 <u>Eligibility criteria Declaration</u>	<p><u>Eligibility Criteria:</u> h. Minimum 200 numbers of proposed make & model of the Type 1 and Type 2 switches as per annexure - 10(B) and Annexure - 10(C) respectively offered to bank in this RFP should have been supplied to Central Government / State Government / Public Sector Organization / Schedule Commercial bank / Multinational Corporate in India (not necessarily by the bidder), during the last 2 years (1/10/2015 to 31/10/2017) <u>Documents to be submitted with Part-A Conformity to Eligibility Criteria:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.</p> <p>Requesting the bank to consider minimum 200 numbers of the proposed platform / series of switching for Type 3 and Type 4 switches.</p> <p><u>Eligibility Criteria is modified as under:</u> h. Minimum 200 numbers of Proposed make & model platform(Same Base Family) of the Type 1 and Type 2 Switches as per Annexure-10(B) and Annexure-10(C) respectively offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.</p>



69	51 <u>Annexure-3 Eligibility criteria Declaration</u>	<p>Eligibility Criteria: 1. The Bidder must have experience in managing the proposed router and switches offered to Bank in this RFP for any Central Government/State Government/ Public Sector Organization/Schedule commercial Bank in India, during last 2 years (01/10/2015 to 31/10/2017). Documents to be Submitted with part-A Conformity to Eligibility Criteria: Purchase Order Copies or Letters from the Customers to this effect are to be enclosed.</p>	<p>Requesting the bank to consider the proposed platform / series of Routers and switches.</p> <p>Eligibility Criteria is modified as under: 3. The Bidder/OEM must have experience in managing the proposed router and switches platform(Same Base Family) offered to Bank in this RFP for any Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India, during last 2 years (01/10/2015 to 31/10/2017). Documents to be submitted: Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed. AND If Bidder is submitting the OEM experience then Bidder has to submit a certificate from respective organizations for managing and maintaining their Data Center Routing and Switching portfolio.</p>
70	51 <u>Annexure-3 Eligibility criteria Declaration</u>	<p>Eligibility Criteria: 1. Minimum 200 numbers of proposed make & model of the Type 1 and Type 2 Switches as per annexure - 10(B) and Annexure - 10(C) respectively offered to bank in this RFP should have been supplied to Central Government / State Government / Public Sector Organization / Schedule Commercial bank / Multinational Corporate in India (not necessarily by the bidder), during the last 2 years (1/10/2015 to 31/10/2017) Documents to be Submitted with Part-A Conformity to Eligibility Criteria: Purchase Order Copies or Letters from the Customers to this effect are to be enclosed.</p>	<p>Are these criteria to be met by Bidder only or Bidder or OEM would be eligible to comply with?</p> <p>Eligibility Criteria is modified as under: 1. Minimum 200 numbers of Proposed make & model platform(Same Base Family) of the Type 1 and Type 2 Switches as per Annexure-10(B) and Annexure-10(C) respectively offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). Documents to be submitted: Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.</p>



71	51	<p><u>Annexure-3 Eligibility criteria Declaration</u></p>	<p><u>Eligibility Criteria:</u> The Proposed make & model of the Type 3 and Type 4 Switches as per Annexure-10(D) and Annexure-10(E) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be Submitted with Part-A Conformity to Eligibility Criteria:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.</p>	<p>Are these criteria to be met by Bidder only or Bidder or OEM would be eligible to comply with?</p> <p><u>Eligibility Criteria is modified as under:</u> 1. The Proposed make & model platform(Same Base Family) of the Type 3 and Type 4 Switches as per Annexure-10(D) and Annexure-10(E) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.</p>
72	51	<p><u>Annexure-3 Eligibility criteria Declaration</u></p>	<p><u>Eligibility Criteria:</u> 1. The Bidder must have experience in managing the proposed router and switches offered to Bank in this RFP for any Central Government/State Government/ Public Sector Organization/Schedule commercial Bank in India, during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be Submitted with Part-A Conformity to Eligibility Criteria:</u> Purchase Order Copies or Letters from the Customers to this effect are to be enclosed.</p>	<p>Are these criteria to be met by Bidder only or Bidder or OEM would be eligible to comply with?</p> <p><u>Eligibility Criteria is modified as under:</u> 1. The Bidder/OEM must have experience in managing the proposed router and switches platform(Same Base Family) offered to Bank in this RFP for any Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India, during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed. AND If Bidder is submitting the OEM experience then Bidder has to submit a certificate from respective organizations for managing and maintaining their Data Center Routing and Switching portfolio.</p>



73	51 <u>Annexure-3</u> <u>Eligibility criteria</u> <u>Declaration</u>	<p><u>Eligibility Criteria:</u> 1. The Bidder must have experience in managing the proposed router and switches offered to Bank in this RFP for any Central Government/State Government/ Public Sector Organization/Schedule commercial Bank in India, during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be Submitted with part-A Conformity to Eligibility Criteria:</u> Purchase Order Copies or Letters from the Customers to this effect are to be enclosed.</p>	<p>Would request to included Multinational Corporate in India as part of this eligibility criterion.</p>	<p><u>Eligibility Criteria is modified as under:</u> *1. The Bidder/OEM must have experience in managing the proposed router and switches platform(Same Base Family) offered to Bank in this RFP for any Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India, during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed. AND If Bidder is submitting the OEM experience then Bidder has to submit a certificate from respective organizations for managing and maintaining their Data Center Routing and Switching portfolio.</p>
74	51 <u>Annexure-3</u> <u>Eligibility Criteria</u> <u>Declaration</u> <u>Criteria no. h</u>	<p><u>Eligibility Criteria:</u> Minimum 200 numbers of Proposed make & model of the Type 1 and Type 2 Switches as per Annexure-10(B) and Annexure-10(C) respectively offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.</p>	<p>Requesting the bank to consider minimum 200 numbers of the proposed platform / series of switching for Type 3 and Type 4 switches.</p>	<p><u>Eligibility Criteria is modified as under:</u> *1. Minimum 200 numbers of Proposed make & model platform(Same Base Family) of the Type 1 and Type 2 Switches as per Annexure-10(B) and Annexure-10(C) respectively offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.</p>



75	51 <u>Annexure-3</u> <u>Eligibility Criteria Declaration</u> <u>Criteria no. j</u>	<p><u>Eligibility Criteria:</u> The Bidder must have experience in managing the proposed router and switches offered to Bank in this RFP for any Central Government/State Government/Public Sector Organization/Schedule commercial Bank in India, during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.</p>	<p>Request bank to change this to ' Bidder must have experience in managing similar grade of routers and switches (not necessarily from the same OEM) as the ones proposed.</p> <p><u>Eligibility Criteria is modified as under:</u> j. The Bidder/OEM must have experience in managing the proposed router and switches platform(Same Base Family) offered to Bank in this RFP for any Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate in India, during last 2 years (01/10/2015 to 31/10/2017). <u>Documents to be submitted:</u> Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed. AND If Bidder is submitting the OEM experience then Bidder has to submit a certificate from respective organizations for managing and maintaining their Data Center Routing and Switching portfolio.</p>
76	51 <u>Annexure-3</u> <u>Eligibility Criteria Declaration</u> <u>Criteria no. k</u>	<p><u>Eligibility Criteria:</u> Bidder should have 10 certified Engineers from OEM of the Proposed Routers that have been offered to Bank. <u>Documents to be submitted:</u> Engineers Details like name, qualification, certification to be submitted.</p>	<p>Request Bank to reduce this to 5 certified Engineers.</p> <p>Bidder should have 10 certified Engineers from OEM on the date of commencement of project the Proposed Routers and switches that have been offered to Bank.</p>
77	51 <u>Annexure-3</u> <u>Eligibility Criteria Declaration</u> <u>Criteria no. k</u>	<p><u>Eligibility Criteria:</u> Bidder should have 10 certified Engineers from OEM of the Proposed Routers that have been offered to Bank. <u>Documents to be submitted:</u> Engineers Details like name, qualification, certification to be submitted.</p>	<p>Request to allow bidders to submit 10 certifications as total for not only OEM proposed for the RFP but to consider the certifications from the other OEMs of switches & routers which bidders represent, as the technology for switches & routers are Ethernet</p> <p>Bidder should have 10 certified Engineers from OEM on the date of commencement of project the Proposed Routers and switches that have been offered to Bank.</p>



78	51	Annexure 3. Eligibility Criteria	1. The Proposed make & model of the Type 3 and Type 4 Switches as per Annexure-10(O) and Annexure- 1 O(E) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/ Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017).	The clause is too specific in Nature. Request to dilute the clause as " The Proposed make & model of similar or higher configuration/series of Type 3 and Type 4 Switches as per Annexure-10(O) and Annexure- 1 O(E) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/ Multinational Corporate/Financial Institutions in India (not necessarily by the bidder), during last 3 years (01/10/2014 to 31/10/2017). Also increase OEMs credentials need to be considered, its apparent that most of the OEMs does not receive orders from customers directly, hence an undertaking from OEM with make and model should be considered.	Eligibility Criteria is modified as under: "1. The Proposed make & model platform(Same Base Family) of the Type 3 and Type 4 Switches as per Annexure-10(D) and Annexure-10(E) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/ Schedule commercial Bank/Multinational Corporate in India (not necessarily by the bidder), during last 2 years (01/10/2015 to 31/10/2017). Documents to be submitted: Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed.
79	51	Annexure 3. Eligibility Criteria	The Bidder must have experience in managing the proposed router and switches offered to Bank in this RFP for any Central Government/State Government/ Public Sector Organization/Schedule commercial Bank in India, during last 2 years (01/10/2015 to 31/10/2017).	Request to dilute the clause as : The Bidder must have experience in managing the router and switches offered to Bank in this RFP for any Central Government/State Government/ Public Sector Organization/Schedule commercial Bank/Multinational Corporate/Financial Institution in India, during last 3 years (01/10/2014 to 31/10/2017).	Eligibility Criteria is modified as under: "1. The Bidder/OEM must have experience in managing the proposed router and switches platform(Same Base Family) offered to Bank in this RFP for any Central Government/State Government/ Public Sector Organization/ Schedule commercial Bank/Multinational Corporate in India, during last 2 years (01/10/2015 to 31/10/2017). Documents to be submitted: Purchase Order Copies Or Letters from the Customers to this effect are to be enclosed. AND If Bidder is submitting the OEM experience then Bidder has to submit a certificate from respective organizations for managing and maintaining their Data Center Routing and Switching portfolio.
80	60	Annexure-10 Technical Specifications of Network Devices	A. Technical Specification of Routers: (Z Nos. at DC and 6 at DR) 4. The router should have a DRAM (control-plane 4 GB Memory and data-plane memory 2 GB).	The router should have a DRAM (control-plane 4 GB upgradable to 16 GB Memory and data-plane memory 2 GB). Justification: The Bank is going for various Services like NBA, NAC, APT etc. These services will make each equipment to process more data and most of these data processing happens on the Control plane and hence having provision for additional memory is always a good practice.	Technical specification of Routers is modified as under: "4. The router should have a 4 GB DRAM."



