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1	9	6. Participation Methodology:	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.	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.	Bidder has to comply with RFP Terms.
2	10	8. Requirement Details:	8.3. 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.	Variations to be mutually agreed and to be limited to +/-10%	Bidder has to comply with RFP Terms.
3	10	9. Scope of Work:	9.1. <u>The broad scope of work for the bidder under this RFP shall be:</u> 9.1.3. The present Desktop Management Solution architecture of the bank has Active Directory(AD) installed with 1 Root Domain Controller (RDC) and 1 Additional Domain Controller (ADC) each at DC and DRC with 34 additional ADC's with the Client PCs at the branches / other office locations. System Centre Configuration Manager (SCCM) server in DC and DRC.	Share the existing Active Directory Details? Single Forest or Multiple: Single Domain or Multiple: Domain Controller OS: Domain Functional Level: Forest Functional Level:	Information will be provided to the successful bidder.
4	10	9. Scope of Work:	9.1. <u>The broad scope of work for the bidder under this RFP shall be:</u> 9.1.4. Bank is proposing for a solution to remove all the 34 ADC's in different locations and to have centralized solution where both DC and DRC setup will serve all the endpoints spread across the pan India. The Both DC and DRC setup will be in active-active state and should have the individual site capacity to handle all the endpoints of the Bank in case of failure of any one of the site.	Any specific time line to complete all implementation	Time-lines are already mentioned in the RFP.
5	11	9. Scope of Work:	9.1. <u>The broad scope of work for the bidder under this RFP shall be:</u> 9.1.5. Proposed solution should be designed in such a way that the endpoints/users from the south & east region branches should work via DC and the endpoints/users from the north and west branches should work via DRC under normal condition.	Any specific time line to complete all implementation	Time-lines are already mentioned in the RFP.
6	10	9. Scope of Work:	9.1. <u>The broad scope of work for the bidder under this RFP shall be:</u> 9.1.6. For SCCM revamping currently Bank is having SCCM server in DRC. Existing SCCM is need to be migrated to new hardware with primary site in DR and secondary site in DC.	What is the existing version of System Center Configuration Manager? Confirm if existing environment has only two SCCM servers 1 in DR and 1 in DC?	Information will be provided to the successful bidder.



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7	10	9. Scope of Work:	<p><u>9.1. The broad scope of work for the bidder under this RFP shall be:</u></p> <p>9.1.7. Revamping of existing Desktop Management Solution Architecture includes designing and providing new hardware to cater to the present as well as future requirements of Bank, with Warranty Support for minimum 3 years and AMC Support for minimum 2 years thereafter. The architecture and configurations shall be drawn in such a way that the entire solution is scalable to cater at least One Lakh Concurrent Endpoints effectively.</p>	If existing configurations are getting migrated into new setup what is the requirement of 5 years support to old.	Bidder has to provide the AMC support for the Existing Hardware till the complete migration for existing solution to the New Solution.
8	10	9. Scope of Work:	<p><u>9.1. The broad scope of work for the bidder under this RFP shall be:</u></p> <p>9.1.9. Supplying, Installing, Integrating & Maintaining Microsoft Desktop Management Solution for desktops/Endpoints, including the necessary Licenses, Hardware, Software, ATS / Warranty / AMC support. Warranty Support shall be for minimum 3 years and AMC Support for minimum 2 years thereafter. The bidder should ensure ATS for the Bank's existing 49,000 WINDOWS CAL Licenses plus any new licenses procured during the contract period. The entire solution should be sizable to cater at least One Lakh Concurrent Endpoints.</p>	Breakup of existing 49000 desktop operating systems.?	Information will be provided to the successful bidder.
9	11	9. Scope of Work:	<p><u>9.1. The broad scope of work for the bidder under this RFP shall be:</u></p> <p>9.1.10. Bidder has to provide the AMC for the existing hardware till the complete migration of the solution to new setup.</p>	What is current Hardware details	As per the Annexure.
10	11	9. Scope of Work:	<p><u>9.1. The broad scope of work for the bidder under this RFP shall be:</u></p> <p>9.1.10. Bidder has to provide the AMC for the existing hardware till the complete migration of the solution to new setup.</p>	Pls remove this clause since existing setup should be already under AMC support with existing partner and one more contract would add additional cost on the bid	Bidder has to provide the AMC support for the Existing Hardware till the complete migration for existing solution to the New Solution.
11	11	9. Scope of Work:	<p><u>9.1. The broad scope of work for the bidder under this RFP shall be:</u></p> <p>9.1.13. Providing onsite support for the Operations & Maintenance of Centralized Desktop Management Solution along with dedicated support for DMS.</p>	need more clarity on "supporting foreign branches as there is a clause of support for 8AM to 8PM.	Support will be from 8 A.M. to 8 P.M. IST only
12	10	9. Scope of Work:	<p><u>9.1. The broad scope of work for the bidder under this RFP shall be:</u></p> <p>9.1.17. To distribute the application software, OS, patch and other software updates to the desktops from Central location.</p>	Are you using any software to package applications or packaging using SCCM ?	SCCM is being used to deploy the software.
13	11	9. Scope of Work:	<p><u>9.1. The broad scope of work for the bidder under this RFP shall be:</u></p> <p>9.1.18. To ensure that all desktops are with Antivirus solution procured by Bank and also updated with the latest version / pattern files ongoing basis.</p>	What is the existing Symantec desktop antivirus version ?	Information will be provided to the successful bidder.
14	11	9. Scope of Work:	<p><u>9.1. The broad scope of work for the bidder under this RFP shall be:</u></p> <p>9.1.21. To take entire control of Desktops remotely and fix the problem.</p>	Will Bank ensure the existing FMC vendor will provide remote access to such desktop for resolution of the problem	Bidder has to ensure.



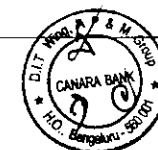
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15	12	9. Scope of Work:	<p>9.3. Requirements & Scope of Work: 9.3.4. The Proposed Bidder should able to manage the Banks desktop management solution, and must be able to provide standard software support for end-users for remote installation, configuration and troubleshooting of the operating system and other standard and application software's deployed at various systems in admin units and branches. Standard software's will include: a. Operating Systems b. Driver software c. Office Productivity Tools like MS-Office, Tools for bilingual solution etc. d. Mail messaging clients e. Other front-end applications used by CANARA BANK.</p>	Details of other front end application and etc. tools	Information will be provided to the successful bidder.
16	12	9. Scope of Work:	<p>9.3. Requirements & Scope of Work: 9.3.5. Backup and restore options from the common repository (File Services), if need be should also be carried out.</p>	What is current backup solution. DO we require backup solution for all existing application, If yes. Please name all application and period/duration for backup storage	Bidder has to ensure Backup of the DMS servers as per the Banks policy.
17	12	9. Scope of Work:	<p>9.3. Requirements & Scope of Work: 9.3.5. Backup and restore options from the common repository (File Services), if need be should also be carried out.</p>	What is the backup solution used to backup file services?	Information will be provided to the successful bidder.
18	12	9. Scope of Work:	<p>9.3. Requirements & Scope of Work: 9.3.6. Other third party applications as may be required from time to time for CANARA BANK's operations.</p>	Name the Applications	Information will be provided to the successful bidder.
19	12	9. Scope of Work:	<p>9.3. Requirements & Scope of Work: 9.3.7. The Bidder must be able to automate regular desktop management routines like automated maintenance (cleaning up file system debris, defragmenting drives, running malware scans, etc.), backup, installing patches, distributing software, managing software licenses, monitoring software usage statistics, monitoring critical system parameters like CPU, disk and memory utilization through SCCM, managing USB device usage, taking control of remote desktops etc. through the Desktop Management Solution.</p>	Need clarity on USB device usage as AD can only allow enable and disable the USB it can provide te usage detail of file transfer	Bidder has to ensure.
20	12	9. Scope of Work:	<p>9.3. Requirements & Scope of Work: 9.3.8. The Bidder has to coordinate with the Bank / Application or AMC Vendor of the Bank for issues relating to the DMS occurring to any authorized software / application / solution of the Bank and resolve them, during the tenure of the contract.</p>	Request Bank not to apply SLA for such incidents	Bidder has to ensure the RFP terms.



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21	12	9. Scope of Work:	9.3. Requirements & Scope of Work: 9.3.10. The Bidder has to coordinate with the Bank's SOC Team / Authorized Partners for the integration of DMS Setup with the Bank's SOC / SIEM interface and should ensure proper log movements between them.	What is the SIEM product used and its version ?	Information will be provided to the successful bidder.
22	12	9. Scope of Work:	9.3. Requirements & Scope of Work: 9.3.11. The Bidder has to coordinate with the Bank's Network Admission Control (NAC) Team / Authorized Partners for the integration of DMS Setup with the Bank's NAC solution and should ensure proper log movements between them.	What is the NAC Solution used and its version ?	Information will be provided to the successful bidder.
23	13	9. Scope of Work:	9.3. Requirements & Scope of Work: 9.3.15. The Bidder has to ensure regular backups of the DMS Setup as per the Banks policy. The vendor shall carry out periodic checking on readability of the Backup media.	What is current backup solution. DO we require backup solution for all existing application, If yes. Please name all application and period/duration for backup storage	Information will be provided to the successful bidder. Bidder has to ensure Backup of the DMS servers as per the Banks policy.
24	14	9. Scope of Work:	9.4. Scope of work for Patch and software Management: 9.4.5. The bidder should ensure that all the newly, formatted or new PCs added into Domain should be installed with the Anti-Virus client with the latest Anti-virus definition in all the desktops/Laptops. The bidder should continue to update the latest versions / patterns /security and Non-Security WINDOWS patches in all the desktops and ensure that at any point of time there is no Computer System in the Bank without antivirus client with latest definition and OS Patch and also without policy compliance.	Will Bank ensure existing Facility Management vendor will provide remote access to such desktop for resolution of the problem	Bidder has to ensure.
25	14	9. Scope of Work:	9.4. Scope of work for Patch and software Management: 9.4.6. The bidder through the bank Desktop management solution should check all desktops while logging on the network that desktops are with latest updates and patterns. This is to ensure that entire network of the Bank is secure from Virus/spyware/ malware etc. end to end.	As anti virus solution is not a part of current RFP , we need more info on existing anti virus management.	Bidder has to ensure that the existing and new Desktops adding into the Banks domain should have anti-virus client with latest definition.
26	14	9. Scope of Work:	9.4. Scope of work for Patch and software Management: 9.4.10. The Bank is presently having Symantec Anti-Virus licenses for the existing setup. However, during expansion of the same, the Bank may also procure and handover further licenses to the bidder. The bidder shall ensure that they shall port Antivirus related software/updates in all desktops/laptops and update them as well.	Request Bank to provide the volume or quantity of such licenses	Information will be provided to the successful bidder.
27	15	9. Scope of Work:	9.7. Other Conditions/Requirements: 9.7.1. The Bidder should ensure the deployment of Microsoft desktop management solution on desktops/laptops and it should not deteriorate their performance.	What is the current health status of desktop/Laptop	Current Health of all the desktops/laptops is fine.



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28	17	9. Scope of Work:	9.18. The Bidder through Desktop Management Solution should support bandwidth throttling, compression of data, fractional differencing and fault tolerance to network outages for pushing the patches/software. The Bidder through Desktop Management solution should support to push the patches by taking multiple measures to most efficiently use the available bandwidth and it should provide adaptive bandwidth control facility for the transfer rate. It should support for fixing the minimum level bandwidth at system level for pushing the patches.	What is the existing bandwidth between DC/ DRC and all branch locations where the desktops must be managed? Please provide no. of clients in each location ? Or Share us existing network diagram	Information will be provided to the successful bidder.
29	17	9. Scope of Work:	9.22. For Desktop OS migrations and / or reinstallation scenario, the Bidder through Desktop Management Solution should provide and integrate with tools for administrators to collect user's documents, personalization and settings, which it will automatically restore to the computer after the installation.	Any specific tool currently using for Backup and restore. if no, than canara bank expecting all 1,00,000 users data backup tool with storage.	Bidder has to ensure the proper back of all the User data before profile migration and OS migration.
30	18	9. Scope of Work:	9.32. The Bidder through Desktop Management Solution should have provision of interface with Bank's existing antivirus solution for pushing patches/updates to the desktops.	Any centralized antivirus management is currently in use with patch management for antivirus.	Latest Anti-Virus definition updates is taking place through Anti-Virus server.
31	18	9. Scope of Work:	9.34. <u>Revamping of Existing Desktop Management Architecture:</u> 9.34.4. Revamp strategy should include the design plan, test plan, migration plan, implementation plan and remedial plan.	What test environment currently in use. Do we have to create complete test environment with all existing application or only DMS related application in RFP	Information will be provided to the successful bidder.
32	20	9. Scope of Work:	9.38. <u>Scope of Onsite Support for Desktop Management Solution</u> 9.38.3. In case the engineer goes on leave / absent, suitable replacements to be arranged by the bidder to ensure that regular functioning of the branch/office does not hamper. In case replacements are not arranged, bank shall pay only the proportionate amount of monthly supporting charges during the particular month. The bank shall also impose a penalty of 0.5% of the monthly supporting charges payable to the bidder.	Maximum aggregate penalty under this engagement to be capped at 3% of the total contract value of the defaulting services. Request Bank to change the same.	RFP clause is amended as under: "9.38. Scope of Onsite Support for Desktop Management Solution: 9.38.3. In case the engineer goes on leave / absent, suitable replacements to be arranged by the bidder to ensure that regular functioning of the branch/office does not hamper. In case replacements are not arranged. Bidder has to refer LD clauses as per the point 48.4 of the Amendment-1."
33	21	9. Scope of Work:	9.40 <u>GENERAL:</u> 9.40.1. Assessment of Bank's existing Hardware, Operating System Software, Network, Anti-Virus Solutions running in the Bank, other software and any other related items like infrastructure required for smooth implementation of Desktop Management Solution should be done by the bidder.	Can our technical team meet Bank's IT team to get the complete assessment before solutioning	No
34	21	9. Scope of Work:	9.40. <u>GENERAL:</u> 9.40.5. Delivery, Installation, commissioning of Hardware and Software at HO, Cos, ROs and branches to be done as per schedule.	We have designed the solution for mainly DC and DRC site as all installation and commission will be done in DC and DRC site	DC and DRC only.
35	22	9. Scope of Work:	9.40. <u>GENERAL:</u> 9.40.15. The existing and proposed peripherals including Printers, Scanners and Other IT related equipment's should be configured properly. So that after implementation of the solution, the set up should not be disturbed.	Need clarity for proposed peripherals as these device are not managed centrally	Bidder has to support the existing and new Vendors for the Peripheral Devices installation and troubleshooting.



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36	22	9. Scope of Work:	9.40. GENERAL: 9.40.17. Vendor to ensure that the RISK & THREAT TO THE IT SYSTEMS OF THE BANK THROUGH VIRUSES, MALWARE & OTHER VULNERABLE ITEMS are minimized / curtailed and increase the security in IT area within our Banking System by implementing this solution.	As anti virus solution is not a part of current RFP , we need more info on existing anti virus management.	Bidder has to ensure that the existing and new Desktops adding into the Banks domain should have anti-virus client with latest definition.
37	36	43. Delivery, Installation, Configuration and Integration:	43.2. Delivery & Installation of Hardware items: 43.2.1. Delivery of all hardware including Servers, Operating Systems should be within 5 weeks from the date of acceptance of the Purchase Order. Please note that no extra charges will be paid for those locations where road permit 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 for changing the delivery timeline from 5 weeks to 7 weeks	Bidder has to comply with RFP Terms.
38	36	43. Delivery, Installation, Configuration and Integration:	43.2. Delivery & Installation of Hardware items: 43.2.2. 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 3 weeks from the date of delivery of all the materials for each ordered locations.	Request bank to allow install critical 100 branches with in three months and rest in operations phase	Bidder has to comply with RFP Terms.
39	38	48. Penalties/Liquidated Damages:	48.1. Penalties/Liquidated damages for delay in Delivery and Installation of hardware and OS installation would be as under. 48.1.1. Non-compliance of the Supply/delivery clause (43.2.1) 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 (exclusive of Taxes) location/office address wise. 48.1.2. Non-compliance of the Installation, configuration and implementation as per clause (43.2.2) 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 (exclusive of Taxes) location/office address wise. 48.1.3. 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 (exclusive of Taxes).	LD capping has to be done at 0.5% per week & 3% overall. Phrase 'Plus GST' has to be removed from all the clauses. Request Bank to change the same.	Kindly Refer the Amendment-1.
40	38	48. Penalties/Liquidated Damages:	48.2. Penalties/Liquidated damages for delay in Delivery of Licenses would be as under. 48.2.1. Non-compliance of the Supply/delivery clause (43.3) 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 (exclusive of Taxes) location/office address wise. 48.2.2. However, the total Penalty/LD to be recovered under above clause 47.1.1, shall be restricted to 5% (Plus GST) of the total value of the order (exclusive of Taxes).	The cap of 5% should be applicable to all forms of penalties under Cl. 48. Kindly include and confirm that any rectification or replacement costs under Cl.48 shall not exceed the original value of the order by more than the 5% cap.	Kindly Refer the Amendment-1.



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41	38	48. Penalties/Liquidated Damages:	<u>48.3. Penalties/Liquidated damages for delay in Implementation of Desktop Management Solution:</u> 48.3.2. However, the total Penalty/LD to be recovered under above clause 48.3.1, shall be restricted to 20% (Plus GST) of the total value of the order (exclusive of Taxes).	Pls cap the penalty to 5% of the total value of the order	Kindly Refer the Amendment-1.
42	38	48. Penalties/Liquidated Damages:	<u>48.3. Penalties/Liquidated damages for delay in Implementation of Desktop Management Solution:</u> 48.3.1. Non-compliance of the implementation clause (43.4) will result in the Bank imposing penalty of 1.00% (Plus GST) on delay in implementation per week or part thereof, on the Order value (exclusive of Taxes) location/office address wise. 48.3.2. However, the total Penalty/LD to be recovered under above clause 48.3.1, shall be restricted to 20% (Plus GST) of the total value of the order (exclusive of Taxes).	Request Bank change penalty capping at 5% for delay in implementation of desktp management solution	Kindly Refer the Amendment-1.
43	38	48. Penalties/Liquidated Damages:	<u>48.4. Penalties/Liquidated damages for onsite resources:</u> In case the resources goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the branch/office does not hamper. In case replacements are not arranged, bank shall pay only the proportionate amount of Resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% (Plus GST) of the Resident resource charges (Excl. of Taxes) payable to the Bidder for that quarter for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% (Plus GST) of the total charges (Exclusive of Taxes) payable for Resident Resource charges for that quarter.	Please cap the penalty for onsite resources to 10% of the quarterly charges for that resource	Bidder has to comply with RFP Terms.
44	39	48. Penalties/Liquidated Damages:	<u>48.4. Penalties/Liquidated damages for onsite resources:</u> In case the resources goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the branch/office does not hamper. In case replacements are not arranged, bank shall pay only the proportionate amount of Resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% (Plus GST) of the Resident resource charges (Excl. of Taxes) payable to the Bidder for that quarter for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% (Plus GST) of the total charges (Exclusive of Taxes) payable for Resident Resource charges for that quarter.	Request Bank change penalty capping at 5% for onsite resources	Bidder has to comply with RFP Terms.
45	39	48. Penalties/Liquidated Damages:	<u>48.5. Penalties/Liquidated damages for not maintaining uptime:</u> 48.5.2. The maximum penalty levied as per above clause (45.3.1) shall not be more than the 20% (Plus GST) of amount payable for that year (exclusive of Taxes) for one Year.	Pls cap the penalty to 5% of the total value of the order	Kindly Refer the Amendment-1.



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46	39	48. Penalties/Liquidated Damages:	48.5. Penalties/Liquidated damages for not maintaining uptime: 48.5.2. The maximum penalty levied as per above clause (45.3.1) shall not be more than the 20% (Plus GST) of amount payable for that year (exclusive of Taxes) for one Year.	Please cap the penalty on uptime to 10% of the amount payable for the quarter	Kindly Refer the Amendment-1.
47	39	48. Penalties/Liquidated Damages:	48.5.2. The maximum penalty levied as per above clause (45.3.1) shall not be more than the 20% (Plus GST) of amount payable for that year (exclusive of Taxes) for one Year.	Request Bank change penalty capping at 5% for not maintaining uptime	Kindly Refer the Amendment-1.
48	40	49	Pricing & Payments	Below clause is to be added- Any variation in applicable taxes, whether resulting into increase in rate of taxes or levy of new taxes or reduction in rate of taxes or abolition of existing taxes, shall be borne by the Bank.	Bidder has to comply with RFP Terms.
49	40	50	Payment Terms:	Payment term for Hardware is not acceptable. 100% shall be made at the time of delivery. Payment term for AMC & Onsite Resourse has to be quarterly in advance as the bidder is required to furnish the BG.	Bidder has to comply with RFP Terms.
50	40	50. Payment Terms:	50.1. Payment schedule will be as under: f. ATS/AMC for Licenses & Hardware and software items-Quarterly- Payment will be quarterly basis in arrears after deducting applicable penalties and Liquidated damages.	Request to amended the Payment terms for ATS -(software license) needs to be changed as Yearly in Advance.	Bidder has to comply with RFP Terms.
51	41	51. Order Cancellation/Termination of Contract:	51.4. 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. 51.5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.	This is not acceptable. Risk purchase shall be capped at 10% of the additional amount incurred & shall be invoked after a suitable cure period with minimum of 30 days. Request Bank to change the same.	Bidder has to comply with RFP Terms.
52	41	51	Termination of the contract	Clause 51.1.3 has to be removed. Clause 1 & 2 are covering SLA non adherence & material breach of the contract. Request cure period of 30 days for termination with cause. Request notice period of 90 days for termination for convenience	Bidder has to comply with RFP Terms.



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53	41	51	Termination of the contract	Below clause is to be added- In the event of termination by customer, the Bidder shall be paid for the: 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 5. unrecovered investments shall be paid by customer as per termination schedule till the date of termination.	Bidder has to comply with RFP Terms.
54	41 & 42	51	Order Cancellation:	As currently drafted the Order cancellation clause is very broad and the threshold of such cancellation is too low. Bidder requests that any cancellation of contract should be invoked only for failure to cure a <u>material</u> breach of contract by Bidder with 30 days written notice.	Bidder has to comply with RFP Terms.
55	42	52. Local Support:	52.7. Response Time and Meantime to Restore [MTTR] 52.7.1. Response Time and Meantime to Restore [MTTR] 52.7.2. Response Time shall be 1 hours and MTTR shall be 2 hours. Time specified above is from lodging of complaint.	Pls extend the resolution time to 4 hrs at DC and DRC for reasons mentioned below: 1. 15 mins to acknowledge the ticket 2. 30 mins to assigning an engineer to ticket 3. 30 to 45 mins to analyzing and diagnose the issue. 4. Another 60 minutes required for troubling shooting if the issue is local 5. Another 90 minutes required If the issue requires OEM TAC support 6. And 30 minutes to test, take confirmation and close the call.	RFP Clause is modified as under: "52.7. Response Time and Meantime to Restore [MTTR] 52.7.1. Response Time and Meantime to Restore [MTTR] 52.7.2. Response Time shall be 2 hours and MTTR shall be 4 hours. Time specified above is from lodging of complaint."
56	43	55	Warranty	Is Bank expecting desktop related issues to be resolved through onsite visit or bidder to work with existing vendor for the same. If we have to work with existing vendor penalty shall not be applicable for such incidents	Bidder has to comply with RFP Terms.
57	43	56	AMC	Is Bank expecting desktop related issues to be resolved through onsite visit or bidder to work with existing vendor for the same. If we have to work with existing vendor penalty shall not be applicable for such incidents	Bidder has to comply with RFP Terms.
58	43 & 45	Clause no. 55 & Clause no. 60	Warranty and Defect Liability	Bidder shall pass on all warranties 'as is' from the OEMs. Anything beyond such warranties will not be applicable - however, the industry standard warranties shall address Bank's requirements.	Bidder has to comply with RFP Terms.
59	45	E. GENERAL CONDITIONS:	Exclusions	Bidder requests specific exclusion for indirect and consequential damages from liabilities of either party.	Bidder has to comply with RFP Terms.



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60	45	60. 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.	Request to remove	Bidder has to comply with RFP Terms.
61	45 & 46	61	Intellectual Property Rights:	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.
62	46	63. Indemnity:	<p>63.1. 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>63.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</p> <p>63.1.2. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;</p>	<p>The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all <u>third party</u> 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>63.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</p> <p>63.1.2. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;</p> <p>Bidder's aggregate liability shall be subject to an overall limit of 25% of the annual total Cost of the project.</p> <p><u>Notwithstanding contained herein or elsewhere, Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's non-performance is caused by the Bank's omission to act, delay, wrongful action, failure to provide inputs, or failure to perform its obligations under this Agreement</u></p>	Bidder has to comply with RFP Terms.



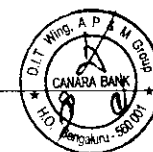
Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
63	46 & 47	Clause no. 63, and Clause.no. 61.3 of the RFP	63. Indemnity: & 61. Intellectual Property Rights:	To make the contract reasonable and commercially viable as per standard practice observed within the industry, we request that the clarity be provided in the agreement that Indemnity shall only be restricted to third party claim for (i) IPR Infringement indemnity, and (ii) bodily injury and death and tangible property damage due to gross negligence and willful misconduct. Also please confirm that the process of indemnification shall provide the requirement of notice, right to defend and settle, and the concept of apportionment (liable only to the extent of its claim), mitigation and carve-outs.	Bidder has to comply with RFP Terms.
64	47	63. Indemnity:	63.3. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.	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.
65	47	64. Inspection of Records:	Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.	Request notice period of 30 days. Request such audit to be conducted during normal business hours and not more than once every financial year, Request Wipro's internal cost records and sensitive financial information to be excluded from the scope of such audit. Request audit to be conducted at SBI's costs. Request auditor to enter into the appropriate confidentiality obligations before conducting the audit	Bidder has to comply with RFP Terms.
66	48	73. Negligence:	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 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.	Kindly provide a specific timeframe (45 days) as a grace period for rectification prior to cancellation under this clause.	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
67	48	73. Negligence:	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.	Request to delete as this is already covered by indemnity and penalty	Bidder has to comply with RFP Terms.
68	54	Annexure-2 Bid Covering letter Format	Para 5 We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.	We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP as read together with our deviations submitted along with the bid. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.	Bidder has to comply with RFP Terms.
69	56	Annexure-3 Eligibility Criteria Declaration Criteria no. f	Eligibility Criteria: The bidder should provide proof of having Supplied & Maintained minimum 20,000 Endpoints for Proposed Desktop Management Solution in a single organization such as PSBs, Govt. Dept. and Corporates in India during the immediate preceding two years (2015-16 & 2016-17). Documents to be submitted: The bidder shall provide the details of contract which are still valid. Work Orders & reference Letters of Satisfactory Performance from the Clients.	We Would request bank to kindly amend the same below:- The Bidder /OEM should Provide proof of having supplied & Maintained minimum 20,000 Endpoints of proposed Desktop Management Solution in a Single organization Such as PSBs, Govt. Dept. and Corporates In India during the immediate preceding two years(2015-16 & 2016-17)	Eligibility Criteria is modified as under: "The bidder should provide proof of having Supplied & Implemented minimum 20,000 Endpoints for Proposed Desktop Management Solution in a single organization such as PSBs, Govt. Dept. and Corporates in India during the Seven (7) years (i.e. 01/01/2011 to 31/12/2017). Documents to be submitted: The bidder shall provide the details of contract which are still valid. Work Orders or reference Letters of Satisfactory Performance from the Clients in the name of the Bidder."
70	56	Annexure-3 Eligibility Criteria Declaration Criteria no. f	Eligibility Criteria: The bidder should provide proof of having Supplied & Maintained minimum 20,000 Endpoints for Proposed Desktop Management Solution in a single organization such as PSBs, Govt. Dept. and Corporates in India during the immediate preceding two years (2015-16 & 2016-17). Documents to be submitted: The bidder shall provide the details of contract which are still valid. Work Orders & reference Letters of Satisfactory Performance from the Clients.	We have supplied more than 20,000 quantities of software to manage endpoints as part of the project. Since many these large customers are IT/ITES/corporates customers, we have done initial implementation and handed over to customer. We have the required capability and manpower for this project. Requesting the bank to consider our work experience and relax this clause.	Eligibility Criteria is modified as under: "The bidder should provide proof of having Supplied & Implemented minimum 20,000 Endpoints for Proposed Desktop Management Solution in a single organization such as PSBs, Govt. Dept. and Corporates in India during the Seven (7) years (i.e. 01/01/2011 to 31/12/2017). Documents to be submitted: The bidder shall provide the details of contract which are still valid. Work Orders or reference Letters of Satisfactory Performance from the Clients in the name of the Bidder."



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
71	68 & 69	<u>Annexure-10</u> <u>Technical Specification and Function Requirements for Microsoft Desktop Management Solution</u> <u>B. Technical Specifications for servers:</u> a. RDC and ADCs in DC and DRC (9 nos. in DC and 9 nos.DRC) & b. SCCM server (2 nos. in DR and 1 nos. DC)	<u>6. HDD Type:</u> SSD Disks	Specs and quantity of SSDs needed?	Bidder has to comply with RFP Terms.
72	68 & 69	<u>Annexure-10</u> <u>Technical Specification and Function Requirements for Microsoft Desktop Management Solution</u> <u>B. Technical Specifications for servers:</u> a. RDC and ADCs in DC and DRC (9 nos. in DC and 9 nos.DRC) & b. SCCM server (2 nos. in DR and 1 nos. DC)	<u>9. NIC:</u> Minimum 2 Nos. of Dedicated 1 Gbps Ethernet adapter and 2 meters CAT 6 Cable	Two adapters or two ports of 1 Gbps ? Currently proposed 2 ports of 1 Gbps	2 ports of 1 Gbps
73	68 & 69	<u>Annexure-10</u> <u>Technical Specification and Function Requirements for Microsoft Desktop Management Solution</u> <u>B. Technical Specifications for servers:</u> a. RDC and ADCs in DC and DRC (9 nos. in DC and 9 nos.DRC) & b. SCCM server (2 nos. in DR and 1 nos. DC)	<u>13. OS Support & Hypervisor Support:</u> All kind of x86 & x86_64 OS(Windows 2016 Server Standard Edition or later, etc) Hypervisor Support (ESXI, Hyper-V, KVM, OVM, etc)	Are these servers to be virtualised?	Bidder has to comply with RFP Terms.



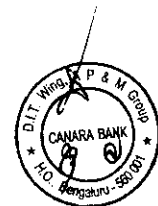
Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
74	63	Annexure-8	Non-Disclosure Agreement	Confidentiality obligations to not survive post 3 years after termination/expiry of the engagement	Bidder has to comply with RFP Terms.
75	72	Annexure-12 Compliance Statement	We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.	We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.	Bidder has to comply with RFP Terms.
76	96	Appendix-H Pre Contract Integrity Pact	8. FALL CLAUSE: 8.1. The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.	We understand the importance of competitive quote and we would like to confirm that we don't indulge in anti-competitive policies including predatory pricing. However, the fall clause is not related to integrity and does not promote competition at all and therefore we request deletion of the clause. In the event the clause cannot be deleted, we request Bank to clarify that undertaking to fall clause given by bidder is considered by Bank after taking into account various factors that determine price and shall be applicable only as long as such factors [discount offered by OEM, commercial requirement of the client (applicability of LD/Penalty and percentage, payment terms, volume, centralized delivery or local delivery, \$ fluctuation, contractual risks] remains same. Since this kind of undertaking may have adverse impact on competition, in the event this is treated as anti-competitive the Bidder must not be held liable. We request this as the price is dependent on various variables and change in any of these is likely to impact prices. We request Bank to kindly provide clarity on this query.	Bidder has to comply with RFP Terms.
77	95 & 96	Appendix H	Integrity pact	Request to delete clauses 7.1.iv, 7.1.vii and 8	Bidder has to comply with RFP Terms.
78	NA	NA	NA	How the bank would address the 'bandwidth' requirements by centralising SCCM, on the branch side for patch updates?	Information will be provided to the successful bidder.
79	NA	NA	NA	Are there any of the present desktops coming up for a refresh? Can the SI propose VDI solution as part of overall offering?	Bank has no plans for VDI solution.
80	NA	NA	NA	Are there any plans to upgrade from Windows 7/8 to Windows 10? Is app compatibility an issue?	As and when it is required it will get updated.
81	NA	NA	NA	Is there any contingency plan in place if patch update fails because of bandwidth/endpoint issues? Especially against threats such as ransomware attacks?	Information will be provided to the successful bidder.
82	NA	NA	NA	Can the SI propose centralizing the Applications / Desktops and perform patch updates in Datacentre itself instead of patching at endpoints?	No



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
83	NA	NA	Penalty Cap	Nothing withstanding anything contained here, including annexures etc, the maximum aggregate penalty against the bidder for all claims, by which ever name so called, shall be limited to 3% of the respective SOW/PO and shall be in lieu of all available remedies. Also, Wipro does not agree to any form of risk purchase. Request Bank to change the same.	Clause suggested by the Bidder is not acceptable. Bidder has to comply with RFP Terms.
84	NA	NA	Blacklisting/Debarment	Request to remove all blackisting/debarment clauses	Clause suggested by the Bidder is not acceptable. Bidder has to comply with RFP Terms.
85	NA	NA	Intellectual Protection	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.	Clause suggested by the Bidder is not acceptable. Bidder has to comply with RFP Terms.
86	NA	NA	SNR	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continious period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continious site not readiness for 30 days, same will be borne by the customer	Clause suggested by the Bidder is not acceptable. Bidder has to comply with RFP Terms.
87	NA	NA	Risk and Title	Notwithstanding anything to the contrary contained elsewhere in the contract, The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	Clause suggested by the Bidder is not acceptable. Bidder has to comply with RFP Terms.
88	NA	NA	Deemed Acceptance	Products/Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Customer.	Clause suggested by the Bidder is not acceptable. Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
89	NA	NA	Pass Through Warranty	Wipro shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Wipro shall not provide any additional warranties and indemnities with respect such products.	Clause suggested by the Bidder is not acceptable. Bidder has to comply with RFP Terms.
90	NA	NA	Non Hire Clause	Customer acknowledges that personnel to be provided by Wipro represent a significant investment in recruitment and training, the loss of which would be detrimental to Wipro's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Wipro employee, or induce any such individual to leave the employ of Wipro. For purposes of this clause, a Wipro employee means any employee or person who has who has been involved in providing services under this Agreement.	Clause suggested by the Bidder is not acceptable. Bidder has to comply with RFP Terms.
91	NA	NA	Saving Clause	Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	Clause suggested by the Bidder is not acceptable. Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
92	NA	NA	Change Order	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Wipro will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Wipro shall not be bound to perform any additional services.	Clause suggested by the Bidder is not acceptable. Bidder has to comply with RFP Terms.
93	NA	NA	Termination for default	Either Party shall have the right to terminate this Agreement at any time in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days. In the event of termination Customer shall pay Wipro for goods delivered and services rendered till the date of termination.	Clause suggested by the Bidder is not acceptable. Bidder has to comply with RFP Terms.
94	NA	NA	Additional Hardware	Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any additional Hardware under the Agreement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order.	Clause suggested by the Bidder is not acceptable. Bidder has to comply with RFP Terms.
95	NA	NA	Upgrades/Enhancements	Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any upgrade/enhancement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order.	Clause suggested by the Bidder is not acceptable. Bidder has to comply with RFP Terms.
96	NA	NA	Arbitration	If the dispute cannot be settled by mutual discussions within the thirty (30) day period, either party may refer the matter to a panel of three arbitrators. Each party shall choose one arbitrator, both of whom shall elect the third arbitrator who shall be the presiding arbitrator. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Bangalore, India.	Clause suggested by the Bidder is not acceptable. Bidder has to comply with RFP Terms.

Place: Bengaluru
Date: 20/02/2018


Deputy General Manager

